

Design-Build Request for Proposals

**RFP # 149**

**Sunset Memorial Gardens Mausoleums (Design Build)**

Pursuant to FL Stat Section 287.057

**City of Fort Lauderdale**



**Erick Martinez**

**Senior Procurement Specialist**

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## SECTION 1 INTRODUCTION

### 1.1 Purpose

The City of Fort Lauderdale, FL (“City”) has issued this Request for Proposal (RFP) to solicit competitive proposals from one single entity (“Firm” or “Proposer” or “Design-Build Firm (DBF)”) responsible for the design, permitting, construction, testing and startup of Sunset Memorial Gardens Mausoleums. The work to be accomplished under this contract includes, but is not limited to; the design and construction of three garden mausoleums to comply with all applicable building codes and permits requirements, including all other aspects of the Project to fulfill the intent of the Project as described in the Design Criteria Package and all supporting documents. Design-Build Firms which are interested in submitting proposals in response to this RFP shall comply with Section IV - Submittal Requirements.

The City will retain services within the scope of architecture or professional engineering and within the scope of construction contracting. The City will solicit proposals and establish a competitive selection process in accordance with City of Fort Lauderdale [Code of Ordinances Section 2-181\(f\)\(6\)](#) to procure the services of a qualified DBF.

The Public Works Engineering Staff, including their Engineering Technician Staff, are not eligible to render design-build services for this solicitation. Pursuant to [Florida Statutes 287.055 \(9\) \(b\)](#), “A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.” The City reserves the right to disqualify any proposal from a team which includes any sub-consultant and/or individual who has played a substantial role in the development of the design criteria package or whose involvement with the design-build team would confer upon that team an unfair competitive advantage because of such sub-consultant’s or member’s prior involvement in the project.

### 1.2 Online strategic sourcing platform

The City uses the City’s online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. Proposers are strongly encouraged to read the various vendor guides and tutorials available in the City’s online strategic sourcing platform well in advance of their intention of submitting a response to ensure familiarity with the use of the City’s online strategic sourcing platform. The City shall not be responsible for a proposer’s inability to submit a response by the submission deadline date and time for any reason, including issues arising from the use of the City’s online strategic sourcing platform. There is no charge to register and download the RFP from the City’s online strategic sourcing platform and to participate in the solicitation, nor will any fees be charged to the awarded DBF.

It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through the City’s online strategic sourcing platform no later than the time and date specified in this solicitation. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City’s online strategic sourcing platform. In the event of any conflict or discrepancy between bid price(s) submitted by Proposer 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 Proposer, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the Proposer shall govern.

**1.3 Electronic Bid Openings**

This solicitation will be opened electronically via the City's online strategic sourcing platform at the date and time indicated in the solicitation. Once the Procurement Specialist opens the solicitation, the bid tabulations, (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer (Q&A) forum on the City's online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

**1.4 A pre-proposal meeting will be held on Friday, October 6, 2023, 10:00AM local time, at:**

**Sunset Memorial Gardens Cemetery**  
3201 NW 19th Street  
Fort Lauderdale, FL 33311

While attendance is not mandatory, it is strongly suggested that all DBFs attend the pre-proposal conference. It will be the sole responsibility of the DBF to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

It is recommended that DBFs have the solicitation document available at the pre-proposal meeting.

**1.5 Point of Contact**

**City of Fort Lauderdale, Procurement Services Division**  
**Attn: Erick Martinez, Senior Procurement Specialist**  
**100 N. Andrews Avenue**  
**Fort Lauderdale, FL 33301**  
**Telephone: (954) 828-4019**  
**E-mail: [emartinez@fortlauderdale.gov](mailto:emartinez@fortlauderdale.gov)**

**1.6 Compliance and Legal Conditions**

In order to comply fully with the requirements of the City's Code of Ordinances below and Florida Statutes 287.055, the following procedures shall be followed in selecting firms to provide design-build services and in negotiating design-build contracts.

It will be the sole responsibility of the proposer to familiarize themselves with the following ordinances and statutes:

- a) [City of Fort Lauderdale Ordinance Section 2-181\(f\)\(6\) – Design/build contracts](#)

- b) [Florida Statutes 287.055](#) – Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.
- c) [Florida Statutes 287.055 \(9\)](#) Applicability to Design-Build Contracts

### **1.7 Concerning Sub-Contractors, Suppliers, and Others**

The amount of work that is sublet by the Proposer shall be limited by the condition that the Proposer 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.

### **1.8 Personal Investigation**

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

### **1.9 Design Criteria Package**

There is no design criteria package for this Project. However, the City is providing Scope of Services documentation.

### **1.10 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 Sub-contractor, 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 Sub-contractor at the option of the City.

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

### **1.11 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 Proposer 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 Proposer, the following shall be considered when applicable: the ability, capacity and skill of the Proposer to perform as required; whether the Proposer can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and

efficiency of the Proposer; the quality of past performance by the Proposer; the previous and existing compliance by the Proposer with related laws and ordinances; the sufficiency of the Proposer's financial resources; the availability, quality and adaptability of the Proposer's supplies or services to the required use; the ability of the Proposer to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

#### **1.12 Lobbyist Ordinance**

**ALL PROPOSERS PLEASE NOTE:** Any proposer 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 on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

#### **1.13 Debarred or Suspended Bidders or Proposers**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-consultants are presently debarred or suspended by any Federal department or agency.

#### **1.14 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. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, 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 proposal 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.

#### **1.15 Inconsistencies**

Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the proposer, in writing up to the Q&A End Date, as published in the solicitation document. After

proposals are opened, the proposers shall abide by the decision of the City as to such interpretation. No modifications to proposals will be permitted after the date and hour of the proposal opening.

#### **1.16 Addenda and Interpretations**

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any proposer. Prospective proposers must request such interpretation in writing as instructed in the RFP. To be considered, such request must be received by the Q&A 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 proposer's responsibility to verify if addenda have been issued in the City's online strategic sourcing platform. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligation under its RFP as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify in the City's online strategic sourcing platform that he/she has all addenda before submitting a proposal.

#### **1.17 Forms of Proposals**

Each proposal and its accompanying statements must be submitted electronically, in good order with all forms and blanks completed. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

#### **1.18 Proposals Firm for Acceptance (120 days)**

Proposer warrants, by virtue of bidding, that his proposal and the prices quoted in this proposal 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 RFP. 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.

#### **1.19 Additional Items or Services**

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The DBF 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 DBF thirty (30) days' written notice.

#### **1.20 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 DBF shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the DBF 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, the DBF will submit a request

for a Change Order and a revised budget to the City for approval prior to proceeding with the work.

### **1.21 Rejection of Proposals**

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

### **1.22 Bid Protest Procedure**

Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <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\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

### **1.23 Local Business Preference – Not Applicable**

### **1.24 Disadvantaged Business Enterprise Preference – Not Applicable**

### **1.25 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 Consultant shall be submitted to the City Manager or his designee and Consultant'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.

1.25.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

1.25.2 During the pendency of any dispute and after a determination thereof, Consultant and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Consultant 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.

1.25.3 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.

#### **1.26 Withdrawals**

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

**\*\*END OF SECTION 1\*\***



## SECTION 2 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 proposal of the Proposer 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 Proposer 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/Proposal 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.

**GENERAL CONDITIONS (continued)**

"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 Proposer 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

**GENERAL CONDITIONS (continued)**

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 Proposers 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 Proposer 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-

**GENERAL CONDITIONS (continued)**

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 **GENERAL CONDITIONS (continued)**

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.

**GENERAL CONDITIONS (continued)**

**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  
**GENERAL CONDITIONS (continued)**

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 aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the 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.

#### **GENERAL CONDITIONS (continued)**

**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.

**GENERAL CONDITIONS (continued)**

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. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, 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.

**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 Proposer 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 Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT:**

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

**Mailing Address:** City Clerk's Office  
One East Broward Blvd, Suite 444  
Fort Lauderdale, FL 33301-1016

**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 (2023), 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.

**\*\*END OF SECTION 2\*\***

### SECTION 3 SPECIAL CONDITIONS

#### 3.1 Definitions

**Award** – means the acceptance of a bid, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the authority of the City Manager, with the exception of emergency purchases.

**City** – the City of Fort Lauderdale or the City Commission, a municipal corporation of the State of Florida.

**City Commission** – City Commission shall mean the governing and legislative body of the City.

**Contract** – This Agreement and all addenda, exhibits and amendments thereto between the City and the Design-Build Firm for this Project. Contract shall also mean the same as Agreement.

**Design Build** – Means a single contract with a Design-Build Firm for the design and construction of a City construction project.

**Design Build Firm (DBF)** – means a partnership, corporation, or other legal entity that is certified under Florida Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent or is certified under Florida Statute 471.023 to practice or to offer to practice engineering; certified under Florida Statute 481.219 to practice or to offer to practice architecture, or certified under Florida Statute 481.319 to practice or to offer to practice landscape architecture.

**Design Criteria Package (DCP)** – DCP shall mean those certain conceptual plans and specifications and performance-oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

**Design Criteria Professional** – means a firm which holds a current certificate or registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract by the City to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

**Guaranteed Maximum Price (GMP)** – the mutually agreed upon contract price to be paid to the DBF for the work, with the DBF agreeing to complete the work without additional payment. The guaranteed maximum price is not subject to increase, except as expressly allowed by the City. Savings below the maximum guaranteed price are shared between owner and DBF, whereas the DBF assumes the responsibility for any overrun beyond the Guaranteed maximum price.

**Negotiate** – any form of that word means to conduct legitimate, arm’s length discussion and conferences to reach an agreement on a term or price.

**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.

**Professional Services** – means those services within the scope of the practice of architecture, professional engineering, landscape architect, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

**Project Manager** – an authorized representative of the City assigned to the Project by the City, assigned to make necessary observations of materials furnished by DBF and of the Work performed by DBF as detailed.

**Proposal** – means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

**Proposer** – means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

**Substantial Completion** – the date(s) certified by the Project Manager that all conditions of the permits and regulatory agencies have been met for the City’s intended use of the Project, and all construction has been performed in accordance with the Contract Documents so City can fully utilize, as opposed to partially utilize, the Project for its intended purpose.

**Work** – the completed construction required by the Contract Documents, as permitted, including all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

### **3.2 Responsiveness**

In order to be considered responsive to the solicitation, the firm’s response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

### **3.3 Responsibility**

In order to be considered responsible, DBF shall be fully capable of meeting all of the requirements of the solicitation and the subsequent contract; must possess the full capability, including financial and technical capacity, to perform as contractually required; and must fully document the ability to provide good faith performance.

### **3.4 Sub-Consultants**

A Sub-Consultant is an individual or firm contracted by the DBF to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through DBF and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. DBF must clearly reflect in its proposal, the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of successful DBFs or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be

borne solely by the successful DBF, and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither successful DBF nor any of its Sub-Consultants is considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

DBFs shall include in their responses, the requested Sub-Consultant information and include all relevant information required of the DBF. In addition, within five (5) working days after the identification of the award to the successful DBF, the DBF shall provide a list confirming the Sub-Consultant(s) that the successful DBF intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-Consultant's hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of the DBF. No more than twenty percent (20%) of the team members selected for this Project can be substituted and any and all team and/or staff substitutions must be approved by the City in advance.

### **3.5 Contract Term**

Time is of the essence for the DBF's performance of the Work.

The City will enter into a Not-To-Exceed (NTE) contract with the successful DBF for a Guaranteed Maximum Price (GMP) for the Work. The terms and conditions of this contract are fixed price and for a fixed period of time. The DBF submitted proposal is to be a NTE GMP proposal for completing the Scope of Work in the RFP. The DBF will provide a Schedule of Values to the City for its approval. The total of the Schedule of Values will be this NTE GMP contract price for the work.

The DBF shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

City reserves the right, where it may serve the City of Fort Lauderdale's best interest, to request additional information or clarification from proposers including, but not limited to, oral interviews as requested by the Evaluation Committee.

The City of Fort Lauderdale reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City.

The City reserves the right to let other contracts in connection with this Project, provided it does not interfere with DBF's work or schedule. By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendors list as described in [Florida Statute §287.133 \(2\) \(a\)](#).

### **3.6 Unauthorized Work**

The successful DBF(s) shall not begin work until a Contract and a Notice to Proceed has been issued. DBF(s) agree and understand that a purchase order and/or task order shall be issued and provided to the DBF(s) following City Commission award.

### 3.7 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 3.7.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 3.7.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 3.7.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 3.7.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### 3.8 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

### 3.9 Proposal Bond

**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.

Proposers can submit proposal bonds for projects **four** different ways:

- 1) Proposers may submit bid bonds **electronically** directly through the City's online strategic sourcing platform using **Surety 2000**.
- 2) If bid bonds are not submitted via Surety 2000, proposers may upload their original executed proposal bond on the City's online strategic sourcing platform to accompany their electronic proposal, and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated. Proposal bond shall be written by a surety insurer authorized to do business in the State of Florida as surety, in accordance with Section 255.05, Florida Statutes. An insufficient proposal bond surety shall automatically constitute a failure on the part of the proposer and shall be grounds for rejection of your bid.

- 3) Proposers can **hand deliver** their proposal bond in a sealed envelope to the Finance Department, Procurement Services Division, 521 NE 4<sup>th</sup> Avenue, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Proposers can **mail** their proposal bond to the Finance Department, Procurement Services Division, 521 NE 4<sup>th</sup> Avenue, 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 proposer to ensure that its proposal is submitted prior to the proposal opening date and time listed. **PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

The bond shall be retained by the City as liquidated damages in the event the Proposer whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this RFP.

Following the full execution of a contract for the work solicited in this RFP and the successful proposer'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 proposer's bid will be refunded to the successful proposer, or in the event bid security was provided by a bond, the bond accompanying the successful proposer's bid will be returned to the successful proposer. In the event the successful proposer 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 proposer to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale.

Additional insurance and bonds may be required for the construction phase of the project.

### **3.10 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, 521 NE 4<sup>th</sup> Avenue Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

### **3.11 Performance and Payment Bond (Surety Bond)**

The DBF 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 DBF's obligations under the Contract Documents.



The successful Proposer 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 DBF, 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 DBF 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 DBF. 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 DBF 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 DBF 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.

### **3.12 Insurance Requirements**

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered 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.

Professional Liability

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 the professional liability insurance in force until the third anniversary of expiration or early termination 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.

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

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.

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.

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.

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 covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- 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

100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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.

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

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

**3.13 Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The 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. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

**3.14 Invoices/Payment**

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

The DBF shall submit a proposed schedule of values, after contract award, in a form acceptable to the City and will be required to be approved by the City before any design Work on this Project can commence. The proposed schedule of values shall be broken into two phases for the design and the construction.

During the design phase, the DBF may submit a request for payment monthly based upon percentage of completion of the final plans and specifications. Payment during the construction phase will be based upon percentage of work/inspections completed for each item in the approved schedule of values. DBF requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Project Manager (PM).

The City agrees that it will pay the DBF per Florida Statutes 218.735. If, at any time during the contract, the City shall not approve or accept the DBF's work product, and an agreement cannot be reached between the City and the DBF to resolve the problem to the City's satisfaction, the City shall negotiate with the DBF on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the percentage of work completed.

Payment of invoices from the DBF shall be retained by the City per Florida Statute 255.078, until the Project has obtained Final Completion, receipt of as-built, and been accepted by the City.

**3.15 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.

**3.16 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid/proposal. The City will not accept any additional costs.

**3.17 Payment Method**

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 the MasterCard and Visa networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Consultant will receive payment from the purchasing card in the same manner as other credit card purchases.

Accordingly, Consultant 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 Consultant's participation in this purchasing program shall be borne by the Consultant. The City reserves the right to revise this program as necessary.

**3.18 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.

**3.19 Price Proposal**

A total Price Proposal (proposed Contract Price) shall be submitted on the Price Proposal Form. The Price Schedule breakdown shall consist of a Not-To-Exceed, Guaranteed Maximum Price (GMP) amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include, but is not limited to, the design, plans approval, permitting, construction and activation of the project in accordance with the requirements set forth in the City's Request for Proposals and the requirement of any and all agencies or organizations having jurisdiction for project review, permit approval or the design, construction, occupancy, activation, use or operation of the project, or use of the property on which the project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Design-Builder's general, administrative and overhead costs, project management and supervisory costs, all fees, taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

**3.20 Bid Allowance/Reimbursable**

Allowance for Permits: Payments will be made to the DBF 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 Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

Allowance	Amount
-----------	--------

Permit fee allowance	\$15,000.00
Permit fees and testing allowance	\$5,000.00
<b>TOTAL:</b>	<b>\$20,000.00</b>

**3.21 CONTRACT TIME**

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.

The Work shall be Substantially Completed within **two hundred fifty** (250) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **two hundred sixty** (260) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

**3.22 City Project Manager**

The Project Manager is hereby designated by the City as, Connie Hayman. 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.

For information or questions concerning technical specifications, please utilize the Question/Answer platform provided by the City’s online strategic sourcing platform at 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.

**3.23 Liquidated Damages**

Upon failure of the DBF to substantially complete the entire Contract within the total specified period of time, plus approved time extension, DBF shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the work is delayed beyond the time specified in this Agreement for completion.

The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the DBF. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use of the Project. 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 City as consequence of such delay.

**3.24 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.

### **3.25 Subcontractors**

**3.25.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**3.25.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**3.25.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

### **3.26 Work Schedule**

Monday – Friday 8:00 am – 5:00 pm. City Inspector hours are 8:00 a.m. to 4:30 p.m. Any inspection requested by the DBF outside those hours will be considered overtime to be paid by the DBF.

**Inspection Overtime Cost: \$100/hr.**

### **3.27 Contract**

The proposer 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 proposer 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 Proposer who is reliable, responsible, and responsive in the opinion of the City, and that proposer shall fulfill every stipulation and obligation as if such proposer were the original party to whom award was made.

**\*\*END OF SECTION 3\*\***



## SECTION 4 SCOPE OF WORK

### 4.1 Project Objective

The City has issued this Request for Proposal (RFP) to solicit competitive proposals for a highly qualified, experienced, and licensed Design Build Firm (DBF), to provide design-build services for the design, permitting, construction, testing and startup of Sunset Memorial Gardens Mausoleums in accordance with the terms, conditions, and specifications for the Project (PROJECT).

This Project is located at Sunset Memorial Gardens, in the City of Fort Lauderdale. The address for the project is 3201 NW 19th Street, Fort Lauderdale, Florida, in the City of Fort Lauderdale (see Exhibit A). The work to be accomplished under this contract includes, but is not limited to, the design and construction of three garden mausoleums and front entrance modifications (see Exhibit B) to comply with all applicable building codes and permits requirements.

Included in the scope of work are design, permitting and construction, construction management services, as well as inspection, construction certification and all associated work delineated herein or determined by the DBF as required to meet the Project intent. The RFP Documents, including the Scope of Services documentation, Technical Specifications, all exhibits and attachments, and the successful proposal, shall form the terms and conditions of the Contract.

The DBF shall be responsible for designing, surveying, geotechnical exploration, preparation of completed permit submittal packages and procurement of all required permits for construction, construction phasing, maintenance of traffic and all other related work or services.

### 4.2 Project Scope

The selected DBF shall perform the complete design, permitting, and construction of all aspects of the Project to fulfill the intent of the Project as described in the Scope of Services documentation and all supporting documents. Included in the Project is the acquisition of all tools, equipment, materials, and other supplies including but not limited to fuel, power, water, and communication devices required to complete the Project. The work also includes the performance of all labor, work, and other operations required to complete the Project. All work must be complete with all work, materials, and services not directly specified in the Contract Documents but necessary for the completion of the Project to fulfill the intent of the City performed and installed by the DBF at no additional cost to the City above what is agreed upon in the Contract Documents.

#### **PROJECT shall include:**

Additional to the designing, permitting, and construction of the Project, the DBF shall perform inspections, construction certification, construction management, public involvement, and all associated work described in the Scope of Services documents or as determined necessary by the DBF and confirmed by the City to fulfill the Project's intent. The terms and conditions of the contract shall consist of the RFP documents including in the Scope of Services documents—with all exhibits and attachments in addition to the proposal accepted by the City.

The DBF will be responsible for the complete design, and construction documents including architectural, structural, electrical, civil drawings including geotechnical report, surveying, permit submittal packages and procurement of all required construction permits that have not been previously acquired by the CITY, construction phasing, dewatering, maintenance of traffic, public involvement, and all other related work/services.

The Scope of Services documents conveys the minimum requirements of the CITY regarding the design, construction, maintenance of traffic operations, management, and scheduling of the PROJECT including any scheduling and coordination with local, county, and state governments and regulating agencies necessary to obtain permits for the construction of the mausoleums.

### **Project Background**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified Proposers, hereinafter referred to as the Contractor, to provide design and construction services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request of Proposals (RFP). The work to be accomplished under this contract includes, but is not limited to, the construction of three garden mausoleums and front entrance modifications (Exhibit B).

Interested Contractors must indicate any sub-consultants which would be part of their team and provide all the information that the City will require. Interested Contractors must demonstrate expertise based on the successful completion of several projects of similar size and complexity for other governmental and/or private entities. If legal issues should arise relating to the project completion, the selected Contractor will provide records, depositions, and testimony about the project, if necessary, on a supplementary fee basis. The selected Contractor will be responsible for working in cooperation with officials of the City, or their designees and with the City's engineers, architect and/or landscape architect to supervise and administer the design and construction of this project. The Contractor will advise the City of the most effective way to implement the overall project.

### **Project Location**

Sunset Memorial Gardens  
3201 NW 19th Street  
Fort Lauderdale, Florida 33311

## **4.3 Project Requirements**

The selected DBF must use effective project management practices while working on the Project. Included in project management is clear communication with the City and other parties involved in the Project, management of time and resources, and documentation of all services and communication. Contract administration and technical reviews of all work pertaining to the Project will be performed by the City.

### **4.3.1 Site Inventory and Evaluation of City's Criteria Confirmation**

1. Site investigations, including but not limited to survey, subsurface utility investigations, obtaining geotechnical report to inform the contractor about the existing soil conditions, the contractor shall comply with the recommendations in the geotechnical report, and to verify existing conditions if necessary.

2. Preliminary evaluation of proposed site use, material selection, construction systems and equipment and provide recommendations on constructability, time, labor and scheduling factors related to project costs.
3. No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the DBF of its duty to complete the Work as described in this RFP.
4. DBF agrees that the price specified on the Price Proposal Form is based on the DBF's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

#### **4.3.2 Design and Construction Criteria**

The selected DBF shall take a comprehensive and thorough technical approach to completing the design-build operation outlined for the Project, and the minimum requirements set forth in the Technical Specifications in Exhibit D and the Proposed Site Location and Elevation in Exhibit B. Submitted technical proposals must convey that the DBF has a complete understanding of the Project, its intent, and City objectives. Additionally, the technical proposal shall address the following items:

1. Completion of construction documents for the Project which must have emergency contact information as required by the City.
2. Procurement of all required construction permits from local, state, and federal agencies including but not limited to the South Florida Water Management District, Broward County Environmental Protection and Growth Management Department, Broward County Traffic Engineering Division, Broward County Health Department, and the City of Fort Lauderdale. The DBF must develop permitting strategies and determine possible issues, testing requirements, and timing for the Project.
3. Identification of quality control/quality assurance measures to be performed for the Project.
4. Production of signed and sealed record drawings following completion of construction of the Project.

#### **4.3.3 Detailed Description**

The technical proposal submitted by the DBF shall demonstrate a comprehension of the following design aspects:

1. Local subsurface conditions and associated geotechnical data.
2. Open cut excavation and backfilling method of installing pipe.
3. Expert in mausoleum design regulations and construction standards.
4. Connection of new pipe to existing, in-service utilities.
5. Architectural design and structural analysis.
6. Solid concrete foundations.
7. Adequate crypt foundation plans
8. Resistance to hurricanes and storm damage.
9. Adequate drainage.
10. Prevention of mausoleum odors created by decomposing human remains.
11. Electrical work complies with the provision of the National Electrical Code

12. Compliance with existing mausoleum building codes and zoning regulations.
13. Landscaping and pavement restoration.
14. Maintenance of traffic operations.
15. Dewatering.
16. Erosion and Sediment Control.
17. Quality control
18. Permitting process, inspection.

#### **4.3.4 Governing Regulations**

The selected DBF shall provide services in compliance with all regulations and guidelines created by the City of Fort Lauderdale, Broward County Environmental Protection and Growth Management Department, Broward County Health Department, South Florida Water Management District, Florida Department of Environmental Protection, and the Occupational Safety and Health Administration. These regulations and guidelines are to be followed by the selected DBF except where explicitly described in this document. The most recent editions of the following publications must be used for the completion of the Project:

1. Broward County Environmental Protection and Growth Management Department – A Consulting Engineer’s Guide for a Wastewater Collection/Transmission System Construction License Application
2. Florida Building Code
3. South Florida Water Management District – Environmental Resource Permit Information Manual
4. OSHA Regulations for Construction – Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations
5. OSHA Standards – Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations
6. Federal Highway Administration - Manual on Uniform Traffic Control Devices

#### **4.4 Services and Materials Provided by the City**

A project manager will represent the City as the technical representative of the Project.

1. Review of submitted design for the Project.
2. Construction observations and inspections of the Project at will of the City.
3. Participation in the City’s Tax Saver Program for the purchase of goods and supplies required for the completion of the Project.

#### **4.5 Existing Underground Utility Information**

There are existing underground utilities in the Project site., Contractor is responsible to have the underground locations identified before beginning any subsurface or excavation work. The City does not assume responsibility for the accuracy of the provided existing underground utility documents or liability if the locations of these utilities differ from the documents provided. It is the responsibility of the DBF to confirm the actual location of existing underground utilities.

#### **4.6 CADD Standards**

All submitted design drawings for the Project shall meet the standards set by the City in the “City of Fort Lauderdale Public Works Engineering & Architectural Department CADD Specifications for Project Drawings” (hereinafter referred to as City CADD Standards). The selected DBF will comply with the most recent edition of the City CADD Standards in place at the time of contract execution. Exhibit E includes a copy of the City CADD Standards.

**4.7 Provisions for Utilities, Dewatering, Staging and Parking**

The selected DBF will be required to pay for all utilities needed for the completion of the Project.

The selected DBF shall only perform dewatering activities after acquiring all applicable permits from regulating agencies with jurisdiction in the Project area. Any dewatering operations performed by the DBF must meet the conditions of applicable permits. Any dewatering activities performed by the DBF without proper permits or without meeting permit conditions may result in punitive actions to the DBF by the City and Broward County.

The selected DBF will be responsible for the coordination of parking and staging area with the City prior to mobilization of equipment and crews into the area. Parking and staging areas must remain free of any form of refuse and the removal of any remaining refuse will be the responsibility of the selected DBF.

**4.8 Project Meetings**

The City shall require meetings throughout the Project which require the participation of the City, selected DBF, all subcontractors, all subconsultants, representatives of governmental agencies with jurisdiction in the Project area, and any others as requested by the City and/or DBF. All meetings shall be held at a central site that is convenient to all parties.

Following the written Notice to Proceed, the DBF shall coordinate with the City to hold a pre-construction meeting. All following meetings shall likewise be organized by the DBF upon instruction from the City. The DBF shall prepare meeting minutes.

**4.9 Construction Duration**

Time is of the essence for the DBF’s performance of the Work. The selected DBF is expected to complete the Project as expeditiously as possible. At minimum, the selected DBF must adhere to the following proposed schedule as set by the City:

<b>MILESTONE</b>	<b>CALENDAR DAYS FROM NOTICE TO PROCEED (COMPLETION DATE)</b>
Assumed Notice to Proceed Date	TBD
Substantial Completion of PROJECT	250
Final Completion of PROJECT	260

Within seven (7) days after notification of award and as a condition precedent to executing the Contract, prior to the start of any work, the DBF shall submit its preliminary construction schedule to the City for approval which shall be consistent with the Schedule in its Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and

construction phase with a level of detail commensurate with the level of detail in the Proposal. The schedule is subject to approval by the City.

**4.10 Permits**

It is the responsibility of the DBF to apply for and obtain all permits as necessary to construct the Project.

**\*\*END OF SECTION 4\*\***

## SECTION 5 SUBMITTAL REQUIREMENTS

### 5.1 Instructions

**5.1.1** The City uses the City's online strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's online strategic sourcing platform. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in the City's online strategic sourcing platform well in advance of their intention to submit a response to ensure familiarity with the use of the City's online strategic sourcing platform. The City shall not be responsible for a proposer's inability to submit a response by the end date and time for any reason, including issues arising from the use of the City's online strategic sourcing platform.

All proposals must be submitted electronically.

**5.1.2** Careful attention must be given to all requested items contained in this RFP. Consultants are invited to submit responses in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Consultants must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

**5.1.3** All information submitted by DBF shall be typewritten or provided as otherwise instructed to in the RFP. DBFs shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**5.1.4** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.

**5.1.5** In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer 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, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

DBF 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 contract if the DBF does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the DBF 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 Contract, 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 Contract, 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.

#### 5.1.6 Submittals

All technical and Price Proposals offers to this RFP, shall be submitted **electronically** via the City's online strategic sourcing platform and will be opened **electronically** via the City's online strategic sourcing platform at the date and time indicated on the solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA** the City's online strategic sourcing platform.

The DBF should concisely follow the format set out herein and provide all the information requested:

It is the sole responsibility of the Proposer to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

#### 5.2 Contents of Qualification Statement/Submittals:

The following information and documents are required to be provided with DBF response to this RFP. Failure to do so may deem your proposal non-responsive or non-responsible. The City deems certain documentation and information important in the determination of responsiveness/responsibility, and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The following checklist is not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFP.

#### Table of Contents

##### 5.2.1 Proposal Contact Person Information

Indicate which firm/company is the Lead Design-Builder whose signature grants authority to bind submitter to the provisions of this RFP.

Identify the following:

- Legal name of proposer(s)
- Federal employee identification (FEIN) number
- Mailing address City State Zip
- Contact person's name
- Title
- Email address
- Phone number
- Fax number

Any firm/company qualifying as a minority entity to this RFP should also be identified in the same manner. If there are multiple firms proposed as one team, each firm must be identified.

## **5.2.2 Qualifications of The Firm**

### **5.2.2.1 Minimum Qualifications**

The Proposer shall have the following Minimum Qualifications to be considered eligible to submit a proposal in response to this Solicitation. It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below.

A Proposer not meeting all the following criteria will have its Proposal rejected:

- Successfully completed at least two (2) collaborative delivery (Design-Build) projects in the last ten (10) years with a contract value of at least \$2,000,000.00 of similar Scope.
- The Proposer shall provide evidence of bonding capacity, in the form of a letter from a surety or insurance company, on its letterhead stating that the Proposer is capable of obtaining separate performance and payment bonds to cover a minimum amount of \$2,000,000.00.

### **Licensure**

- The Proposer shall be licensed as a General Contractor in the State of Florida at the time of submittal of its RFP shall maintain licensure for the duration of the Design-Build Contract.
- The Proposer's Engineer shall be licensed as a Professional Engineer in the State of Florida and shall maintain licensure for the duration of the Design-Build Contract.

### **Business Structure**

- Provide a brief introduction narrative letter highlighting the qualifications of the firm in providing the professional services as it relates specifically to the Project;

- Corporations, Joint Ventures, LLC or Partnerships – submit a copy indicating when the corporation was organized as a legal entity in the State of Florida, corporation number;
- Any firm(s) involved in a joint venture in this Proposal will be evaluated individually. An executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner;
- Include copies of all active State of Florida professional licenses, including professional engineers, State of Florida certifications; State of Florida certified general contractors license with unlimited building classification, held by the Firm under Florida Law to provide the required services;
- Names of Key Personnel and Role in this project;
- Name, title, name of firm, phone number, fax number, and email;
- Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Professional Liability and/or Errors and Omissions, evidencing the dollar amounts of the coverage.

#### **Firm's Workload**

For the prime DBF, or in the case of a Joint Venture (JV), list all completed and active projects that DBF or JV has managed within the past five (5) years. In addition, list all projected projects and dollar value that DBF or JV will be working on in the near future.

Projected projects will be defined as a project(s) that DBF or JV has been awarded a contract, but the Notice to Proceed has not been issued. Identify any projects that DBF or JV is working on concurrently and dollar value of remaining work. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt with or will deal with the projects' challenges.

#### **Joint Ventures**

If applicant is a joint venture, provide a copy of the joint venture agreement that was filed with the State of Florida. All applicants must comply with Chapter 489 Florida Statutes, as well as the Florida Administrative Code **prior to the proposal submission.**

#### **Financials**

- Each page of the financial documents provided should be marked "Confidential" and submitted in a separate envelope;
- List total annual billings for each of the past three (3) calendar years;
- The DBF or JV, each JV member, will furnish annual audited financial reports for the three (3) most recent full financial years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. Each page of the financial documents provided should be marked "Confidential". Quick Ratio (liquidity ratio that measures the level of the most liquid current assets available to cover current liabilities) with a minimum value of 1.0 is preferred. Complete balance sheets and income statements must be included. Data provided for parent or child entities related to the applicant firm

in lieu of the applicant's data shall not be reviewed, and at the discretion of the City may be considered non-responsive.

### **Firm's Past Experience**

Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City.

- Title of example project;
- Location of example project;
- Client name/owner's representative name, address, phone number, and email;
- Date project started and completed or is anticipated to be completed; Point of contact name and organization which contracted the service who is very familiar with the project and the firm's performance and phone number and email;
- Brief description of Project relevance to this contract;
  - Original budget vs. Final cost
  - Principal elements and special features of the project.
  - Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
  - Present status of project.

### **Key Personnel**

The DBF shall provide a maximum of seven (7) resumes of the key staff to be assigned to perform the Work. The resumes provided shall identify the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialist, Project Health and Safety Manager. These Primary positions shall only serve in one (1) role.

**NOTE:** The Project Manager must be an employee of the DBF or JV submitting the Proposal and not a Subconsultant or not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless DBF/JV receives prior approval by the City Project Manager to use a backup Team Member.

Provide an organization chart for proposed Team Member key personnel staff, including subconsultants and subcontractors.

### **Concerning Subconsultants, suppliers, and Others**

The amount of work that is sublet by the DBF, including Joint Ventures, shall be limited by the condition that the DBF, or in the case of a Joint Ventures, 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.

### **Safety**

Most recent Experience Modification Rate (EMR) (provided on letterhead from current insurance provider) not greater than 1.0; Five-year average OSHA Total Recordable Incident Rates (TRIR) of less than 3.4; Five-year average OSHA Days Away, Restricted or Transferred (DART) Rate of less than 2.1; and Five-year average OSHA Days Away from Work Case (DAWC) rate of less than 1.0.

### 5.2.3 Qualifications of The Team

The DBF must identify all design and construction disciplines and specialty consultants that the DBF intends to employ in the design and construction of this Project.

- Name and title of each proposed team member;
- Years' of experience;
- Area of responsibility;
- Firm name and location;
- Education – provide information on the highest relevant academic degree(s) received and areas of specialization;
- Current professional registration; license(s)
- Provide information on any other professional qualifications relating to this team member such as publications, organizational memberships, certifications, training, awards, and foreign language capabilities;

For each key personnel, a minimum of three (3) alternate delivery projects on which they held a key delivery role should be included. Resumes should clearly identify and describe the role of the Key Personnel, in each project listed. Resumes shall also identify any specialty or technical process expertise. **Resumes shall not be more than two (2) pages each on 8.5" x 11" sized paper.**

#### Sub-consultant(s)

DBF must clearly reflect in its Proposal any Sub-consultant including but not limited to the Project Manager, Design Manager, DBF or General Superintendent, Project Quality Control Manager, Scheduler/Project Controls Specialists, Project Health and Safety Manager (collectively, the "Team Members"), proposed to be utilized along with a summary of their background and qualifications, including but not limited to name of the sub-consultant, location of place of business, service(s) the sub-consultant will provide, license (if applicable), two (2) sub-consultant references, ownership, education, and experience. These primary positions shall only serve in one (1) role. The City retains the right to accept or reject any sub-consultant proposed.

### 5.2.4 Project Manager's Experience

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers overseeing the design and construction for the City. Individual(s) must have a minimum of five (5) years' experience in required discipline and have served as project manager on a minimum of three (3) previous occasions. Include their related work experience and qualification and copies of active licenses and certifications. Include the length of tenure with Firm.

All proposed team Project Managers must be committed for the duration of the Project and must have the City's approval prior to replacement.

#### Example Projects

- Illustrate proposed team member's qualifications preferably where multiple team members worked together in the past five (5) years on similar projects. including projects that involve design, permitting, and construction including:

- Title and location of project
  - Year started and completed
  - Project owner, point of contact, point of contact phone number, and email
  - Initial cost of project and actual cost at completion
  - Brief description of project and relevance to this project.
- Provide organizational chart of proposed team:
    - Indicate names and titles of all team members and the firm they are associated with.
  - Resumes of key team members proposed for this project.

### **5.2.5 Project Methodology and Approach**

- Provide a statement of the firm's understanding of the Project and methodology and approach to managing the Project. Include a plan for completing the specified work including ability to meet time and budget requirements;
- Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the work in a timely manner without sacrificing quality. Include the maintainability of the water main and force main;
- Describe approach to minimizing impact to surrounding neighbors, businesses, and travelling public;
- Describe approach for minimizing lane closures, lanes reductions, maintenance of traffic (MOT) plan, and reducing traffic impacts;
- Describe means and methods for expediting project schedule;
- Provide information on your firm's current workload and how this Project will fit into your workload;
- Describe available facilities, technological capabilities and other available resources you offer for the project.

### **5.2.6 References**

The DBF shall have previous experience in the design, permitting, construction aspects of the project as described in this RFP, of mausoleums/crypts of similar size, in the State of Florida within the last ten (10) years.

DBF shall submit proof of design, permitting, and construction experience for a minimum of three (3) projects or any information they deem appropriate for evaluation of past performance with projects similar in scope and scale (or larger) to the one under consideration; and shall, for each project listed, including but not limited to:

- Client Name, address, contact person telephone, fax numbers, and email addresses.
- Project name and overall scope.
- Dates of construction.
- Description of work that was self-performed.

- Details of project value engineering; cost savings realized; innovative solutions; project time enhancement; value added efforts; etc.
- Total cost of the construction estimated and actual.

The DBF shall be responsible for verifying reference contact name, phone number, email addresses, and contact place of employment, submitted as proof of project experience.

**Note:** Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well.

Proposer shall mark any pages of the submittal it considers proprietary or confidential accordingly. Proposer shall state what proprietary or confidential governing law the Proposer is claiming such relief. Information will be treated as such by the City; provided, however, that the City cannot ensure that this information would not be subject to release pursuant to a public disclosure request. If a request for such information is received, the City will promptly notify the Proposer of such request and it shall be the Proposer's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the party requesting the public records.

#### **5.2.7 Price Proposal Form**

Proposer must submit the Price Proposal Form included in this RFP. In addition to submitting the required Price Proposal Form, the Proposer must include a separate Schedule of Values for each phase or task of work. This Schedule of Values and Price Proposal form shall also be submitted in electronic Microsoft Excel format with detailed breakouts of pricing and supporting calculations and organizational structure. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the DBF in implementing, fulfilling and completing all aspects of the design-build project. The price proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the design-builder's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

#### **5.2.8 Contract Forms**

All contract forms must be completed (with all blanks filled in).

##### **a. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage

##### **b. Prime DBF Identification**

##### **c. Non-Collusion Statement**

##### **d. Non-Discrimination Certification Form**

**e. E-Verify Affirmation Statement**

**f. Proposal Bond**

**g. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**h. Proposal Certification**

- 5.3** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**\*\*END OF SECTION 5\*\***



## SECTION 6 EVALUATION AND SELECTION CRITERIA

### 6.1 Evaluation Criteria and Scoring (100 Percentage)

Design-Build Team's responses to this RFP will be evaluated and ranked by an RFP Evaluation Committee. Submittals shall be evaluated based upon the information and references contained in the proposals as submitted.

CRITERIA	PERCENTAGE
Qualifications of the Firm & the Team	25%
Project Methodology & Approach	20%
Price Proposal	30%
Previous Similar Projects; References	25%
<b>TOTAL:</b>	<b>100</b>

### 6.2 EVALUATION PROCEDURE

#### Committee

Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three (3) members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the Proposals as submitted. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

#### Scoring and Ranking

The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm as number 2, and so on. The lowest final ranking score will determine the recommendation by the evaluation committee to the City Manager.

#### Clarification

During the evaluation process, the City has the right to require any clarification it needs in order to understand the DBF's view and approach to the project scope of the work. Any clarifications to the Proposal made before executing the contract will become part of the final DBF contract.

#### Negotiations

The City Manager or designee reserves the right to conduct contract negotiations with the selected responsible, responsive DBF. If successful, the DBF and City will enter into a contract for the work. All proposers are considered fully informed as to the intentions of the City regarding the timeframe to prepare and complete contract negotiations.

If the City is unable to negotiate a satisfactory design-build contract with the design-build firm considered to be the most qualified, negotiations with that design-build firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new RFP may be undertaken.

The City may withdraw this RFP, reject qualifications or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous to the City.

**Consult Design Criteria Professional**

The City shall consult with the design criteria professional who prepared the package concerning evaluation of the proposals, approval of detail work and drawings for the project and compliance of project construction with the package.

**Award**

The City reserves the right to award a contract to that DBF which will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process and any informality in any proposal and to reject any or all proposals. The City reserves the right to reduce or delete any of the proposal items.

Upon award of a Contract, in accordance with Florida Statutes, by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

At time of award of contract, the City reserves the right to set a guaranteed maximum price limit that may be expended on this project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit.

**Exceptions**

Any proposer that objects to any element of the solicitation documents including but not limited to the RFP, Technical Specification/Scope of Work, drawings, construction time frame, sample agreement, general terms and conditions, etc. should state those objections in the submittal.

**\*\*END OF SECTION 6\*\***

**SECTION 7**  
**APPENDIX ATTACHMENTS**

- A) SCOPE OF SERVICES
  - DIVISION 1 – GENERAL REQUIREMENTS
  - 011200 Special Working Conditions
  - 012500 Substitution Procedures
  - 012900 Payment Procedures
  - 013100 Project Management and Coordination
  - 013200 Construction Progress Documentation
  - 013233 Photographic Documentation
  - 013300 Submittal Procedures
  - 014000 Quality Requirements
  - 014200 References
  - 015900 Project Sign
  - 016000 Product Requirements
  - 017700 Closeout Procedures
  - 017839 Project Record Documents
- B) Exhibit A- Aerial and Street view
- C) Exhibit B- Proposed Site Location and Elevation
- D) Exhibit C- Boundary and Partial Topographic Survey
- E) Exhibit D- Technical Specifications and Scope of Services Information
- F) Exhibit E- CADD Standards

**\*\*END OF SECTION 7\*\***



**SECTION 8  
PRICE PROPOSAL FORM**

**DESIGN**

**RFP # Event 149 / Project 12718: DESIGN-BUILD SERVICES FOR SUNSET MEMORIAL  
GARDENS MAUSOLEUMS**

1. **Design Development** (This item cannot exceed 7% of the total construction cost. This item includes obtaining all required approvals from all applicable permitting necessary to start the Construction):

\$ \_\_\_\_\_

2. **Design Administration:**

\$ \_\_\_\_\_

**SUBTOTAL GARDEN MAUSOLEUM  
DESIGN DEVELOPMENT and DESIGN  
ADMINISTRATION COSTS:**

\$ \_\_\_\_\_

**CONSTRUCTION**

***GENERAL***

3. Mobilization/Demobilization (This item cannot exceed 5% of the total construction cost).

\$ \_\_\_\_\_

4. Construction of two mausoleums of 182 crypts each.

\$ \_\_\_\_\_

5. Construction of one mausoleum of 112 crypts.

\$ \_\_\_\_\_

6. Site Improvements including Grading, Drainage, Walkway and Restoration

\$ \_\_\_\_\_

**SUBTOTAL CONSTRUCTION COSTS: \$**

**PERMIT ALLOWANCE**

7. **Permitting:** \$ \_\_\_\_\_  
(For both Design and Construction)

**Permit Fee Allowance:** \$ **15,000.00**

**Permit Fees and Testing Allowance:** \$ **5,000.00**

**SUBTOTAL PERMITTING COSTS: \$**

**TOTAL DESIGN BID-BUILD PRICE: \$**

**TOTAL PROPOSAL – Design, Construction, and Permit Allowance Costs (proposed “Contract Price”). Enter this figure in the Item Response Form, to indicate your total price.**

\_\_\_\_\_  
(AMOUNT IN WORDS)

\$ \_\_\_\_\_  
(FIGURES)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Proposer and listed on a separate sheet and included in the total.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (120) days from the deadline for receipt of proposals.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

This proposal is submitted by:

Corporation Name: \_\_\_\_\_  
(Please Print)

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

Name: \_\_\_\_\_  
(Typed or printed)

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

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

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

[State] Contractor's License No.: \_\_\_\_\_

Contractor's License Class: \_\_\_\_\_

**(provided above is a sample format to be revised per individual solicitation)**

# **SCOPE OF SERVICES**

# SCOPE OF SERVICES

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### **EXHIBITS**

Exhibit A -- Aerial and Street view

Exhibit B -- Proposed Site Location and Elevation

Exhibit C—Boundary and Partial Topographic Survey

Exhibit D – Technical Specifications and Scope of Services Information

Exhibit E – CADD Standards



# **DIVISION 1 - GENERAL REQUIREMENTS**

## SECTION 011200

## SPECIAL WORKING CONDITIONS

## PART 1 - GENERAL

## 1.1 SPECIAL CONDITIONS

- A. The City of Fort Lauderdale brings to the Contractors attention that this project located within the cemetery. All work shall be done around their operations with minimal disruption and extensive coordination. Areas of the facility will be closed to the contractor at certain times. Contractor shall coordinate all work with the City in advance. The contractor shall be responsible for coordination and notification of areas to be worked on. Contractor shall make arrangements for portable toilet and secure the working area and staging. The Contractor will be allowed to use a portion of the customer parking lot and maintenance area to store equipment, vehicles, and materials.
- B. Contractor is responsible for the design, engineering, geotechnical report, permitting, and construction of three (3) mausoleums totaling 476 crypts and associated upgrades required for this work as per all applicable codes and regulations, as necessary for the performance of the Work at Sunset Memorial Gardens.
- C. The contractor shall coordinate with CITY, regulatory agencies, and any other government entities having an interest or jurisdiction, which may require permits for this Project. Contractor to prepare shop drawings and applicable data-sheets and to obtain all required permits per code requirements. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:
1. CITY' s Department of Sustainable Development (DSD) Building Services
  2. Broward County Surface Water Management License
- D. The contractor shall repair, at no additional cost to the Owner, any damage to the existing concrete sidewalk, road, and landscaping if damaged during construction.
- E. The contractor shall repair, at no additional cost to the Owner, any damage to the existing concrete, parking striping, and any other item as a result of the staging and storage area.
- F. Contractor to provide one (1) electronic copy of the permit drawings and submittals. The deliverables shall be provided in DWG, PDF, WORD, and Excel file forms, as required. The drawings shall comply with current CITY CAD Standards.
- G. Contractor to provide one (1) electronic copy of the Geotechnical report of the project. The Contractor shall comply with the recommendations in a geotechnical report, and entitlement to rely on a change order issued in response to a request for clarification.
- H. Contractor to provide one (1) electronic copy of the As-Built drawings after the mausoleum's crypts installation are completed. The deliverables shall be provided in DWG, PDF, WORD, and Excel file forms, as required. The drawings shall comply with current CITY CAD Standards.

**1.2 WORK RESTRICTIONS**

- A. On-Site Work Hours: Work shall be generally performed inside the construction site, Monday through Friday from 8:00 a.m. to 4:30 p.m., unless otherwise indicated. Contractor shall remove all construction equipment to the staging area, clean and sweep the work area, prior to the end of each workday as per Section 21-11-Construction Sites of the City of Fort Lauderdale Code Ordinance. Contractor shall coordinate with the City of Fort Lauderdale the timing and scheduling of on-site inspections for this project.
- B. Parking for contractor's personnel shall be arranged by Owner's representative and contractor's personnel shall make sure their vehicles do not in any way affect normal operations at any time. The owner will try to accommodate parking during the project, but parking is not guaranteed.
- C. A. Schedule work with Owner to fit Owner's operations, to facilitate completion of this work, to coordinate with and expedite new construction work on project, and as follows:

Contractor shall schedule with Owner work that interferes with facility operation, and encumbrance of Owner's ingress and egress routes and normal operation. Provide 72-hour notice of planned interruption of services. Work on Saturdays will not be allowed.

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

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

**END OF SECTION 011200**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

**1.3 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  2. Substitutions for Convenience: Changes proposed by Contractor or City that are not required in order to meet other Project requirements but may offer an advantage to the City either in terms of time or cost.

**1.4 ACTION SUBMITTALS**

- A. Substitution Requests: Submit one (1) copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with Florida Building Code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
  - c. No substitutions will be allowed after bidding unless requested by the City.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 10 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will only consider requests for substitution if received within 7 days after the Notice to the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

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

**END OF SECTION 012500**

**SECTION 012900**

**PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "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.

**1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. City's Form - Periodic Estimate for Partial Payment.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to City Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

**1.5 APPLICATIONS FOR PAYMENT**

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts



will be signed by the parties and a copy will be left with each representative.

- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
  - 1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
  - 2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach his partial release of lien.
  - 3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the asbestos contractor and the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described.
- F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
  - 1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
  - 2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final release of lien.
  - 3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.

- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Copies of building permits.
  - 5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  
- J. 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.

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

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

**END OF SECTION 012900**

**SECTION 013100  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination
  - 2. Special Project Procedures
  - 3. Administrative and supervisory personnel
  - 4. Project meetings
  - 5. Requests for Interpretation (RFIs)
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
  - 1. Division 01 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
  - 2. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
  - 3. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 4. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

**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. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- 1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
- 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.

**1.5 SUBMITTALS**

- A. Key Personnel Names: Within 15 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cell phone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
- 1. Post copies of the above list in the Project meeting room, in temporary field office, and by each temporary telephone. Always keep such list current.

**1.6 SPECIAL PROJECT PROCEDURES**

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions Section GC-29, "Contractor to Check Plans Specifications, and Data."
- B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale.

No scale measurements shall be used as a dimension for construction. Dimensions on all drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.

- C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.
  - 1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
  - 2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
  
- D. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.

**1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

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

**1.8 PROJECT MEETINGS**

- A. General: Attend meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  - 2. Minutes: Record of significant discussions and agreements achieved.
    - a. Minutes from all meetings shall be prepared by the Contractor, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
    - b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all

- ongoing minutes until it is resolved.
- c. Minutes shall be typewritten within 48 hours from the completion of the meeting. They shall immediately be emailed to all parties present.
  - d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved.
- B. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Architect, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:
1. Distribute and discuss list of major Subcontractors
  2. Tentative construction schedule
  3. Phasing
  4. Critical work sequencing and long-lead items
  5. Relation and coordination of Prime Contractor
  6. Designation of key personnel and their duties
  7. Procedures for processing field decisions and Change Orders
  8. Procedures for RFIs
  9. Procedures for testing and inspecting
  10. Adequacy of distribution of contract documents
  11. Submittal of Shop drawings, project data, and samples
  12. Procedures for maintaining Record documents
  13. Use of premises
  14. Protection of existing construction including landscape materials
  15. Work restrictions
  16. City's occupancy requirements
  17. Responsibility for temporary facilities and controls
  18. Major equipment deliveries and priorities
  19. Parking availability
  20. Working hours
  21. Safety and first-aid procedures
  22. Security procedures
  23. Housekeeping procedures including progress cleaning.
  24. Schedule of values.
  25. Processing of payments or contract.
- C. Progress Meetings: Progress meetings shall be held at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of City 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Review and approve minutes of previous Progress Meeting.
    - b. Contractor's Construction Schedule: Review progress since the last meeting.

Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Contractor shall submit a two-week look ahead schedule for review at each progress meeting.

- 1) Review schedule for next period.
- c. Review present and future needs of each entity present, including the following:
- 1) Status of submittals.
  - 2) Deliveries.
  - 3) Off-site fabrication.
  - 4) Access.
  - 5) Site utilization.
  - 6) Temporary facilities and controls.
  - 7) Work hours.
  - 8) Progress cleaning.
  - 9) Quality and work standards.
  - 10) Status of correction of deficient items.
  - 11) Field observations.
  - 12) RFIs.
  - 13) Status of proposal requests.
  - 14) Pending changes.
  - 15) Status of Change Orders.
  - 16) Pending claims and disputes.
  - 17) Documentation of information for payment requests.
3. Minutes: Contractor shall record the meeting minutes. These minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.
4. Reporting: Within 48 hours, distribute minutes of the meeting by email to each party present and to parties who should have been present.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

### 1.9 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and

the following:

1. City Project Number
  2. City Project Name.
  3. Date.
  4. Name of Contractor.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Form at end of this Section.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect'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 Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect'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 Architect in writing within 10 days of receipt of the RFI response.



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

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

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

**END OF SECTION 013100**

**SECTION 013200  
CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Submittals Schedule.
2. Daily construction reports.
3. Material location reports.
4. Field condition reports.
5. Special reports.

- B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Photographic Documentation" for submitting construction photographs.
5. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

**1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

- C. CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fagnnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. 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 Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit three opaque copies of the initial schedule, large enough to show entire schedule for entire construction period.
  - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

#### **1.5 QUALITY ASSURANCE**

- A. Scheduling Personnel Qualifications: An experienced specialist in CPM scheduling and

reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

## **1.6 COORDINATION**

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

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTALS SCHEDULE**

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

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

- A. 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.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each

principal element of the Work. Comply with the following:

1. 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 review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
  5. Include not less than 3 days for startup and testing.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Products Ordered in Advance: 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.
  3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
  4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Submittals.
    - b. Purchases.
    - c. Fabrication.
    - d. Deliveries.
    - e. Installation.
- 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. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
1. Microsoft Project 2007 for Windows operating system.

### **2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)**

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of

construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

## **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. Approximate count of personnel at Project site.
  - 3. Equipment at Project site.
  - 4. Material deliveries.
  - 5. High and low temperatures and general weather conditions.
  - 6. Accidents.
  - 7. Meetings and significant decisions.
  - 8. Unusual events (refer to special reports).
  - 9. Stoppages, delays, shortages, and losses.
  - 10. Emergency procedures.
  - 11. Orders and requests of authorities having jurisdiction.
  - 12. Change Orders received and implemented.
  - 13. Construction Change Directives received and implemented.
  - 14. Services connected and disconnected.
  - 15. Equipment or system tests and startups.
  - 16. Partial Completions and occupancies.
  - 17. Substantial Completions authorized.

## **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. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, 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 013200**

**SECTION 013233  
PHOTOGRAPHIC DOCUMENTATION**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
1. Preconstruction photographs.
  2. Periodic construction photographs.
  3. Final Completion construction photographs.
- B. Related Sections include the following:
1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
  2. Division 01 Section "Closeout Procedures" for submitting digital media and construction videotapes as Project Record Documents at Project closeout.

**1.3 SUBMITTALS**

- A. Construction Photographs: Submit digital media files of each photographic view within seven days of taking photographs.
1. Format: Compact Disc(s) with jpg format, uncropped unedited photograph files numbered by date taken. File names shall be in the following format: City project number – date taken – picture number (example: 10350-040804-011 would indicate project number 10350 taken on April 8, 2004, photograph number 11). Submit in CD jewel case.
  2. Identification: On jewel case and CD, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name of Contractor.
    - c. Dates photographs were taken.

**1.4 USAGE RIGHTS**

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

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

- A. Digital Images: Provide images in highest quality JPEG format produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.



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

- A. Aerial Photographer: Engage a qualified commercial aerial photographer to take aerial construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Daily Progress Photographs: Take daily photographs to document progress. Take photographs of all work that will be concealed by subsequent construction activity (such as rough electrical, rough plumbing and rough ductwork). Such photographs shall fully document actual installed conditions.
- D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in filename for each image.
  - 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- E. Preconstruction Photographs: Before starting construction, take color photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag excavation areas and construction limits before taking construction photographs.
  - 2. Take eight photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take eight photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- F. Periodic Construction Photographs: Take minimum 15, digital photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points, including aerial photographs to show status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take eight color photographs after the date of Substantial Completion for submission as Project Record Documents. Architect will direct photographer for desired vantage points.
  - 1. Do not include date stamp.

**END OF SECTION 013233**

**SECTION 013300  
SUBMITTAL PROCEDURES**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  4. Division 01 Section "Photographic Documentation" for submitting construction photographs and construction videotapes.
  5. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
  6. Division 01 Section "Closeout Procedures" for submitting warranties.
  7. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  8. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  9. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of City's personnel.
  10. Divisions 02 through 48 Sections for specific requirements for submittals in those Sections.

**1.3 DEFINITIONS**

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

**1.4 SUBMITTAL PROCEDURES**

- A. General: Architect may provide electronic copies of CAD Drawings of the Contract Drawings for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of

construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. 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. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. 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.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect'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. Architect 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.
- E. 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** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  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., 06100.01). 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.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect 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 subcontractors, 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 numbers numbered consecutively.
    - k. Remarks.
    - l. Signature of transmitter.
- I. Resubmittals: Make resubmittals in the 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".
- J. 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.
- K. Use for Construction: Use only final submittals with mark indicating "Approved as submitted" or "Approved as noted" by Architect.

## 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. CAD files will only be provided to the contractor upon written request by the contractor and upon receipt by the Architect of the signed release form provided by the Architect.

**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. Architect 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, unless submittal of Architect's CAD Drawings is otherwise permitted.
  - 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, unless copies are required for operation and maintenance manuals. Submit seven copies where copies are required for operation and maintenance manuals. Architect will retain three copies; remainder will be returned. Submit one additional copy for any submittal that must be reviewed by consultant,
- 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. Architect 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. Architect 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 the product schedule or list, unless otherwise indicated. Architect 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 and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
  4. Number of Copies: Submit four copies of the subcontractor list, unless otherwise indicated. Architect 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. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes the 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. Qualification Data: Prepare written information that demonstrates capabilities and experience of a firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and City's, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. 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.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. 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.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.



- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. 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.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Required substrate tolerances.
  2. Sequence of installation or erection.
  3. Required installation tolerances.
  4. Required adjustments.
  5. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized

service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that products at Project site comply with requirements.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Statement whether conditions, products, and installation will affect warranty.
  6. Other required items indicated in individual Specification Sections.
- U. 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.
- V. Construction Photographs: Comply with requirements specified in Division 01 Section "Photographic Documentation."

### **2.3 DELEGATED DESIGN**

- 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 the criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to the Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of 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.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## **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 Architect.
- 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 ARCHITECT'S ACTION**

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect 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: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect 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 013300**

**SECTION 014000  
QUALITY REQUIREMENTS**

**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 quality assurance and quality control.
- B. Testing and inspecting 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 -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, City, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.

**1.3 DEFINITIONS**

- A. 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.
- B. 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. Services do not include contract enforcement activities performed by Architect or Construction Manager.

- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. 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, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- G. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be 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 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.

### QUALITY REQUIREMENTS

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4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.
- 10.

- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number 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 inspecting.
  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.
- D. Permits, Licenses, and Certificates: For City's records, 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 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, 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.
- C. 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.
- D. 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.

- 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 are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.7 QUALITY CONTROL

- A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.
  - 1. City will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made by the City directly to the testing agency.
  - 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.
- B. Tests and inspections not explicitly assigned to City are Contractor's responsibility. 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.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by City, unless agreed to in writing.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

## QUALITY REQUIREMENTS

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4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. 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 Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with City and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify City and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location 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 releases, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies 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 inspecting. 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 inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.



- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
  - 1. Distribution: Distribute schedules to City, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

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

**PART 3 - EXECUTION**

**3.1 TEST AND INSPECTION LOG**

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

**3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction.
- 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 014000**

**SECTION 014200  
REFERENCES****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 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

**1.3 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530

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AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute	(703) 524-8800

## REFERENCES

	www.ari.org	
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880

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CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee	(703) 295-5000

## REFERENCES

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	<a href="http://www.ejdc.org">www.ejdc.org</a>	
EJMA	Expansion Joint Manufacturers Association, Inc. <a href="http://www.ejma.org">www.ejma.org</a>	(914) 332-0040
FM Approvals	FM Approvals <a href="http://www.fmglobal.com">www.fmglobal.com</a>	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) <a href="http://www.fmglobal.com">www.fmglobal.com</a>	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. <a href="http://www.floridarooft.com">www.floridarooft.com</a>	(407) 671-3772
FSA	Fluid Sealing Association <a href="http://www.fluidsealing.com">www.fluidsealing.com</a>	(610) 971-4850
FSC	Forest Stewardship Council <a href="http://www.fsc.org">www.fsc.org</a>	49 228 367 66 0
GA	Gypsum Association <a href="http://www.gypsum.org">www.gypsum.org</a>	(202) 289-5440
GANA	Glass Association of North America <a href="http://www.glasswebsite.com">www.glasswebsite.com</a>	(785) 271-0208
GS	Green Seal <a href="http://www.greenseal.org">www.greenseal.org</a>	(202) 872-6400
GSI	Geosynthetic Institute <a href="http://www.geosynthetic-institute.org">www.geosynthetic-institute.org</a>	(610) 522-8440
HI	Hydraulic Institute <a href="http://www.pumps.org">www.pumps.org</a>	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute <a href="http://www.gamanet.org">www.gamanet.org</a>	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association <a href="http://www.hpva.org">www.hpva.org</a>	(703) 435-2900
IAS	International Approval Services (Now CSA International)	
ICEA	Insulated Cable Engineers Association, Inc.	(770) 830-0369

## REFERENCES

	www.icea.net	
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA www.intertek.com	(972) 238-5591
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LEED	Leadership in Energy Conscious and Environmental Design	
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190



MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFPA	NFPA (National Fire Protection Association)	(800) 344-3555 (617) 770-3000

	<a href="http://www.nfpa.org">www.nfpa.org</a>	
NFRC	National Fenestration Rating Council <a href="http://www.nfrc.org">www.nfrc.org</a>	(301) 589-1776
NGA	National Glass Association <a href="http://www.glass.org">www.glass.org</a>	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association <a href="http://www.natlhardwood.org">www.natlhardwood.org</a>	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority <a href="http://www.nlga.org">www.nlga.org</a>	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) <a href="http://www.nofma.com">www.nofma.com</a>	(901) 526-5016
NRCA	National Roofing Contractors Association <a href="http://www.nrca.net">www.nrca.net</a>	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association <a href="http://www.nrmca.org">www.nrmca.org</a>	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) <a href="http://www.nsf.org">www.nsf.org</a>	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association <a href="http://www.nssga.org">www.nssga.org</a>	(800) 342-1415 (703) 525-8788
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
PCI	Precast/Prestressed Concrete Institute <a href="http://www.pci.org">www.pci.org</a>	(312) 786-0300
PDCA	Painting & Decorating Contractors of America <a href="http://www.pdca.com">www.pdca.com</a>	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute <a href="http://www.pdionline.org">www.pdionline.org</a>	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute <a href="http://pgi-tp.ce.uiuc.edu">http://pgi-tp.ce.uiuc.edu</a>	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)	(800) 395-2522 (703) 736-9666

	<a href="http://www.landcarenetwork.org">www.landcarenetwork.org</a>	
PTI	Post-Tensioning Institute <a href="http://www.post-tensioning.org">www.post-tensioning.org</a>	(602) 870-7540
RCSC	Research Council on Structural Connections <a href="http://www.boltcouncil.org">www.boltcouncil.org</a>	
RFCI	Resilient Floor Covering Institute <a href="http://www.rfci.com">www.rfci.com</a>	(301) 340-8580
SAE	SAE International <a href="http://www.sae.org">www.sae.org</a>	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute <a href="http://www.sdi.org">www.sdi.org</a>	(847) 458-4647
SDI	Steel Door Institute <a href="http://www.steeldoor.org">www.steeldoor.org</a>	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association <a href="http://www.sefalabs.com">www.sefalabs.com</a>	(516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council <a href="http://www.sgcc.org">www.sgcc.org</a>	(315) 646-2234
SIA	Security Industry Association <a href="http://www.siaonline.org">www.siaonline.org</a>	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute <a href="http://www.steeljoist.org">www.steeljoist.org</a>	(843) 626-1995
SMA	Screen Manufacturers Association <a href="http://www.smacentral.org">www.smacentral.org</a>	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association <a href="http://www.smacna.org">www.smacna.org</a>	(703) 803-2980
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) <a href="http://www.sprayfoam.org">www.sprayfoam.org</a>	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) <a href="http://www.spib.org">www.spib.org</a>	(850) 434-2611

**Sunset Memorial Gardens Construction of three (3) new mausoleums****PROJECT P12171**

SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrassod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)	(800) 223-2301 (847) 299-5200

## REFERENCES

	www.wdma.com	
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
FBC	Florida Building Code	(850) 487-1824

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220

**Sunset Memorial Gardens Construction of three (3) new mausoleums****PROJECT P12171**

EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
TRB	Transportation Research Board <a href="http://gulliver.trb.org">http://gulliver.trb.org</a>	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-2664

DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>  Available from Defense Standardization Program <a href="http://www.dps.dla.mil">www.dps.dla.mil</a>	(215) 697-2664
	Available from General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(202) 619-8925
	Available from National Institute of Building Sciences <a href="http://www.wbdg.org/ccb">www.wbdg.org/ccb</a>	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a>	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-2253 (202) 272-0080

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DCA	Florida Department of Community Affairs Florida Emergency Management <a href="http://www.dca.state.fl.us">www.dca.state.fl.us</a>	(850) 488-8466
FDEP	Florida Department of Environmental Protection <a href="http://www.dep.state.fl.us">www.dep.state.fl.us</a>	(850) 245-2118

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

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

**END OF SECTION 014200**



SECTION 015900 – PROJECT SIGN

PART 1 GENERAL

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



The graphic is a sign template for the City of Fort Lauderdale. It features a blue header with the city logo and name. The main title is "Keeping the Ocean in the Ocean" with the subtitle "Bringing Drier Streets to Hendricks Isle". The sign is divided into four columns of information: "What's Happening?", "Benefits 5,000 Neighbors", "Cost", and "We're Working On:". At the bottom, it lists the Fort Lauderdale City Commission members.

**City of Fort Lauderdale**

## Keeping the Ocean in the Ocean

Bringing Drier Streets to Hendricks Isle

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

**Benefits 5,000 Neighbors**

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

**Cost**  
\$20,000

**Completion**  
August 2013

**Contractor**  
ABC Company

**We're Working On:**

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

**Fort Lauderdale City Commission**

<b>John P. "Jack" Seiler</b> Mayor	<b>Bruce G. Roberts</b> Vice Mayor, District I	<b>Dean J. Tranfalis</b> Commissioner, District II	<b>Bobby B. DuBose</b> Commissioner, District III	<b>Romney Rogers</b> Commissioner, District IV	<b>Lee R. Feldman, ICMA-CM</b> City Manager
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See Page 2, "Construction Sign Request Form", for information on the sign for this Project.



## CONSTRUCTION SIGN REQUEST FORM

Rev: 1 | Revision Date: 8/3/17 | Print Date: 8/3/17

To request a new 4' x 8' exterior sign for a construction project, email this completed form to [strategiccommunications@fortlauderdale.gov](mailto:strategiccommunications@fortlauderdale.gov). Please allow at least three business days to receive a draft sign. Once the PDF is finalized, Public Works should provide the project contractor with the final PDF file to have the contractor fabricate and install the sign. Please also make arrangements with the

	Example	Project info
Project #:	P12319	P12282
Project title:	Stormwater Improvement Project	<u><a href="#">Roadway Safety Improvements at Las Olas Blvd and SE 4<sup>th</sup> Avenue</a></u>
Project overview:	The City is making numerous improvements throughout the Progresso neighborhood to enhance safety and access for our neighbors.	The City is making safety improvements for people crossing and driving at the Las Olas Blvd and SE 4 <sup>th</sup> Avenue intersection. Also, stormwater drainage improvements will be constructed.
Planned improvements:	<ul style="list-style-type: none"> <li>• New sidewalks</li> <li>• Relocating fences</li> <li>• Reconstructing swales</li> </ul>	<ul style="list-style-type: none"> <li>• American Disabilities Act Improvements</li> <li>• Raised Intersection, Enhanced Crosswalks, median extension</li> <li>• Stormwater Water Improvements</li> </ul>
Neighborhood:	Progresso	Downtown Fort Lauderdale
Project area:	NW 6 <sup>th</sup> Street between 7 <sup>th</sup> and 9 <sup>th</sup> Avenues	Las Olas Boulevard and SE 4 <sup>th</sup> Avenue
Physical construction start date on site:	January 25, 2016	Early August 2018
Expected completion:	Sept. 22 OR Summer 2016	December 2018
Cost:	\$420,168	
Contractor:	ASP LLC	DP Development of the Treasure Coast, LLC

**END OF SECTION**

015900-2

**SECTION 016000  
PRODUCT REQUIREMENTS**

**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 selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
1. Division 01 Section "References" for applicable industry standards for products specified.
  2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  3. Divisions 02 through 48 Sections for specific requirements for warranties on products and installations specified to be warranted.

**1.3 DEFINITIONS**

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Contractor to use the specific product specified unless permission has been given to the contractor for substitution of comparable product, by the Architect.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

## 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  3. Completed List: Within 60 days after date of Notice to Proceed, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. To be considered part of the original bid, all such requests must be submitted to the Architect (10) ten calendar days prior to the bid-opening day. Unless the City has specifically approved a proposed substitution in writing, it will not be considered, under any circumstances, a part of the bid proposal.
  2. Documentation: All approvals of substitution shall be accomplished before the completion of the bidding process. Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by City and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and

- addresses and names and addresses of architects and cities.
- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with Florida Building Code from an organization acceptable to Building Official.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order or Change Directive.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage,

deterioration, and loss, including theft. Comply with manufacturer's written instructions.

**B. Delivery and Handling:**

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

**C. Storage:**

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

## **1.7 PRODUCT WARRANTIES**

**A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.**

1. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to City.
2. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for City.

**B. Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. City reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
  3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
  4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
  5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
  6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
  7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
  8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect. Specific product as called out in the drawings or specifications shall be used and other products as mentioned may be considered for approval by Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Requested substitution offers City a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities City must assume. City's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by City, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.
  10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.



**2.3 COMPARABLE PRODUCTS**

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and cities, if requested.
  5. Samples, if requested.

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

**END OF SECTION 016000**

**SECTION 017700  
CLOSEOUT PROCEDURES**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

- B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
3. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
5. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
6. Divisions 02 through 48 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list).
2. Submit list of all subcontractors including names, addresses (with zip code) and telephone numbers.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, Final Completion construction photographs, damage or settlement surveys, and similar final record information.
6. Terminate and remove temporary facilities from Project site.
7. Complete final cleaning requirements, including touchup painting.
8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

**1.4 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  - 2. Submit final releases of lien from all subcontractors and suppliers
  - 3. Instruct City's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Final payment will only be made after ALL unconditional release of liens from all subcontractors and suppliers are received by the City.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

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

- A. Preparation: Submit one copy of list. Include name and identification of each item affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Include the following information at the top of each page:
    - a. Project number.
    - b. Project name
    - c. Date.
    - d. Name of Contractor.
    - e. Page number.

**1.6 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within [15] days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.

- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

**PART 3 - EXECUTION**

**3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - e. Remove labels that are not permanent.
  - f. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and similar labels.

**END OF SECTION 017700**

**SECTION 017839  
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.
- B. Related Sections include the following:
1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  3. Divisions 02 through 48 Sections for specific requirements for Project Record Documents of the Work in those Sections.

**1.3 SUBMITTALS**

- A. Record Drawings: Comply with the following:
1. No later than 30 days after completion of the job, the Contractor shall provide City with record prints of the Contract Drawings as well as Auto CAD files.
- 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.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an understandable drawing technique.
  - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - 1) Document with photographs.
2. 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. Changes made by Change Order or Work Change Directive.
  - d. Changes made following Architect's written orders.
  - e. Details not on the original Contract Drawings.
  - f. Field records for variable and concealed conditions.
  - g. Record information on the Work that is shown only schematically.
3. 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.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
7. Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. 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. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. 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: 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 Architect's reference during normal working hours.
- C. Final pay request will not be processed until Record Documents have been completed and submitted to the City.

**END OF SECTION 017839**

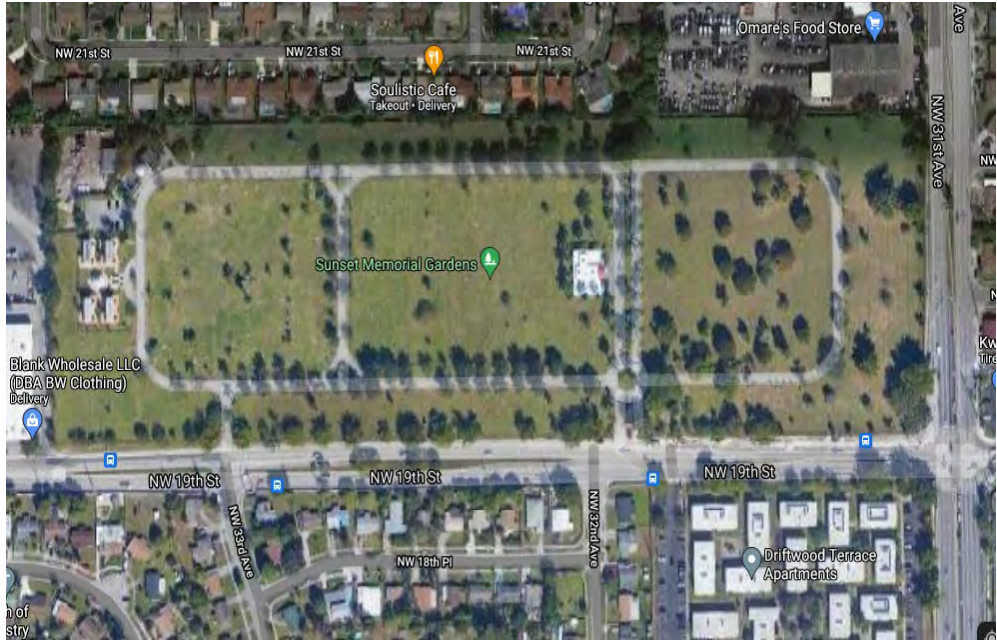
# Exhibit A



EXHIBIT A – AERIAL AND STREET VIEW



Aerial: West end of Cemetery – (4) Existing Mausoleum Buildings



Overall cemetery property aerial view



Existing Mausoleum Buildings – Looking south towards SW existing building.



**Existing Mausoleum Buildings – looking northwest towards NE existing building.**



**Existing Mausoleum Buildings – looking west towards SE existing building.**



**Existing Mausoleum Buildings – looking northwest towards existing circular drive.**

# Exhibit B

Z:\12000\700-799\12718\DESIGN\DRAWINGS\CURRENT\PERMIT\P12718-RFP.DWG



**SUNSET MEMORIAL GARDENS**

**CONTRACTOR STAGING AREA NOTES:**

1. THREE NEW BUILDINGS PROPOSED.
2. DRIVEWAY MODIFICATION TO ACCOMMODATE NEW BUILDINGS.
3. DESIGN BUILD TEAM MUST PROVIDE STORM WATER DESIGN AND CALCULATIONS.
4. DESIGN BUILD TEAM SHALL ATTAIN ALL REQUIRED PERMITS THROUGH ALL LOCAL AGENCIES AS NEEDED.
5. CONTRACTOR SHALL NOT DISTURB GROUND AROUND NEW AND EXISTING BUILDINGS. COORDINATION WITH CEMETERY MANAGEMENT WILL BE REQUIRED.
6. WORK AREA, STAGING AND PARKING AREAS MUST BE FENCED IN AND HAVE COVERINGS TO OBSCURE AREAS.
7. THE EXACT LIMITS, LIGHTING AND SECURITY REQUIREMENTS OF THE CONTRACTOR'S STAGING AND STORAGE AREA SHALL BE ESTABLISHED BY THE CONTRACTOR WITH THE APPROVAL OF THE OWNER IN THE AREAS GENERALLY AS SHOWN ON THE PLANS. ANY AND ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S OPERATIONS SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR DIRECTLY WITH THE APPROPRIATE UTILITY AGENCIES. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE CONTRACTOR SHALL USE THE STORAGE AND STAGING AREA SHOWN ON THE PLANS FOR ITS FIELD OFFICE, SHOP, MATERIAL AND EQUIPMENT STORAGE, AND OTHER PROJECT RELATED ACTIVITIES, INCLUDING EMPLOYEE PARKING. ALL COSTS ASSOCIATED WITH PREPARING THE STORAGE AND STAGING AREA SITE SHALL BE BORNE BY THE CONTRACTOR. THIS INCLUDES BUT IS NOT LIMITED TO, CONSTRUCTION OF ALL TEMPORARY UTILITIES, ALL SECURITY FENCING, CLEAN-UP AND RESTORATION OF SITE TO ORIGINAL CONDITION.
8. CONSTRUCTION EQUIPMENT SHALL BE PARKED ONLY WITHIN CONTRACTOR'S STAGING AND STORAGE AREA OUTSIDE OF ESTABLISHED HOURS OF CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE TEMPORARY PORTABLE TOILET FOR EMPLOYEES WITHIN DESIGNATED STAGING AREAS.
10. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE CONSTRUCTION AREA ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEAN-UP OF ANY DEBRIS DEPOSITED AT THE PROJECT SITE AND ALONG ANY ROAD AS A RESULT OF HIS/HER CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNAGE AT THE ACCESS GATE AND THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL BE APPROVED BY THE OWNER. ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE SHALL BE DIRECTED TO THE ACCESS POINTS IDENTIFIED.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE ROUTES (STATE HIGHWAYS, COUNTY ROADS OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE.
12. ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION AREAS, STAGING AREAS OR HAUL ROUTES.
13. ALL CONTRACTOR VEHICLES SHALL DISPLAY IN FULL VIEW LOGOS CONSPICUOUSLY PLACED ON EACH SIDE OF THE VEHICLE WITH 4" MINIMUM LETTER HEIGHT.
14. CONTRACTOR SHALL PROVIDE ADEQUATE PROFESSIONALLY PAINTED SIGNS TO DIRECT MATERIAL SUPPLIERS AND EMPLOYEES TO THE CONSTRUCTION SITE. SIGN AT ENTRANCE GATE SHALL BE PROFESSIONALLY PAINTED 4' X 8' AND READ "CONSTRUCTION VEHICLES ONLY - NO VENDORS ALLOWED."
15. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL REMOVE STAGING AREA AND RESTORE AREA TO ORIGINAL CONDITION.

RFP

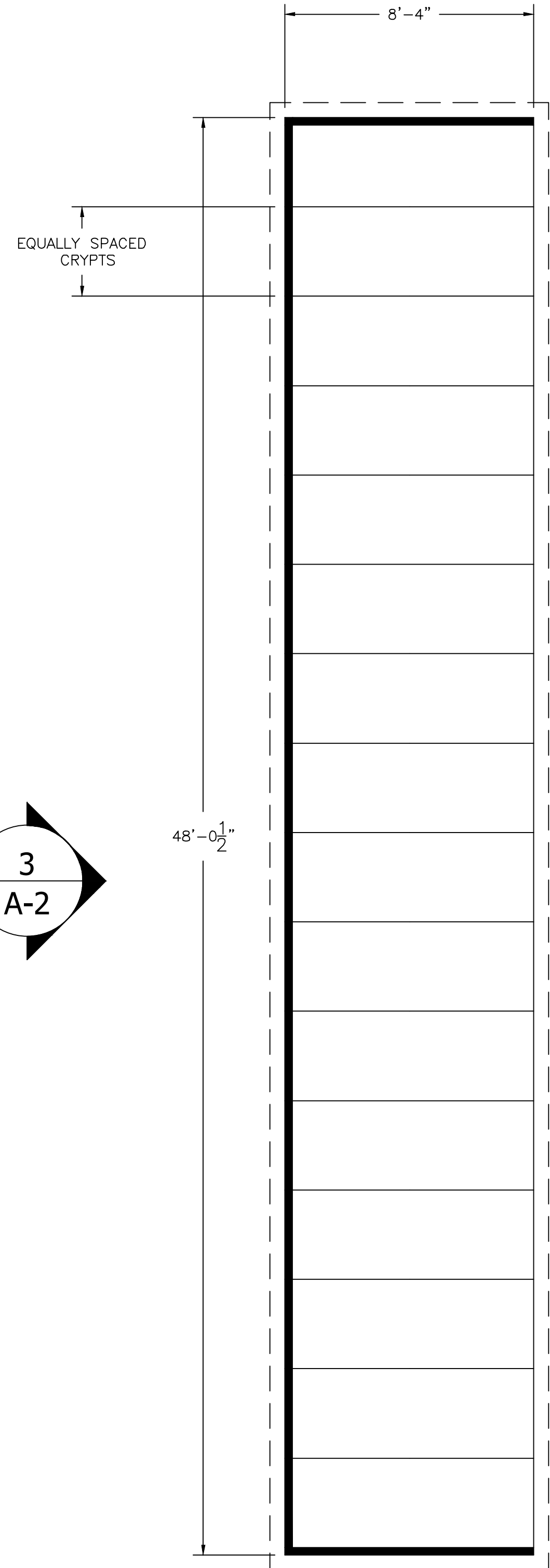
DATE:	9/29/2021
DESIGNED BY:	AC
CHECKED BY:	AR
SCALE:	1" = 30'
FIELD BOOK:	IT

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

NO.	REVISIONS		DESCRIPTION
	DATE	BY	

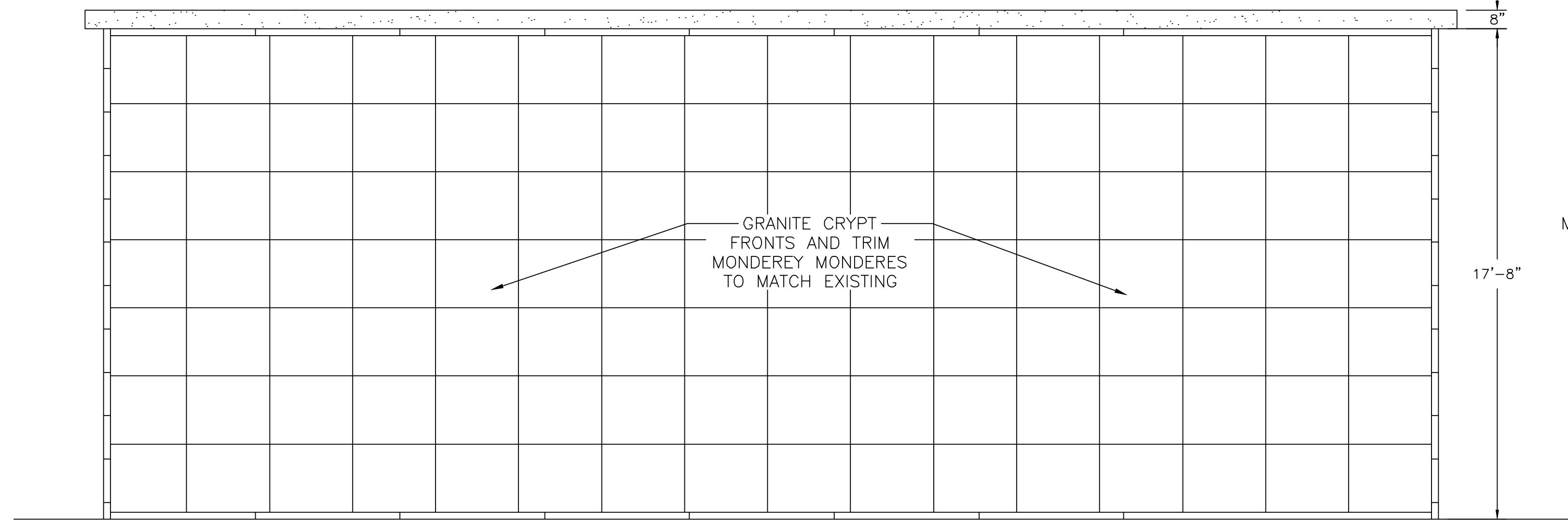
**PROJECT # P12718**  
**SUNSET MEMORIAL GARDENS**  
**PROPOSED MAUSOLEUMS**  
**SITE LOCATION**  
**3201 NW 19 STREET, FORT LAUDERDALE**

SHEET NO.	<b>1</b>
TOTAL:	3
CAD FILE:	P12718-RFP
DRAWING FILE NO.	4-XXX-XX

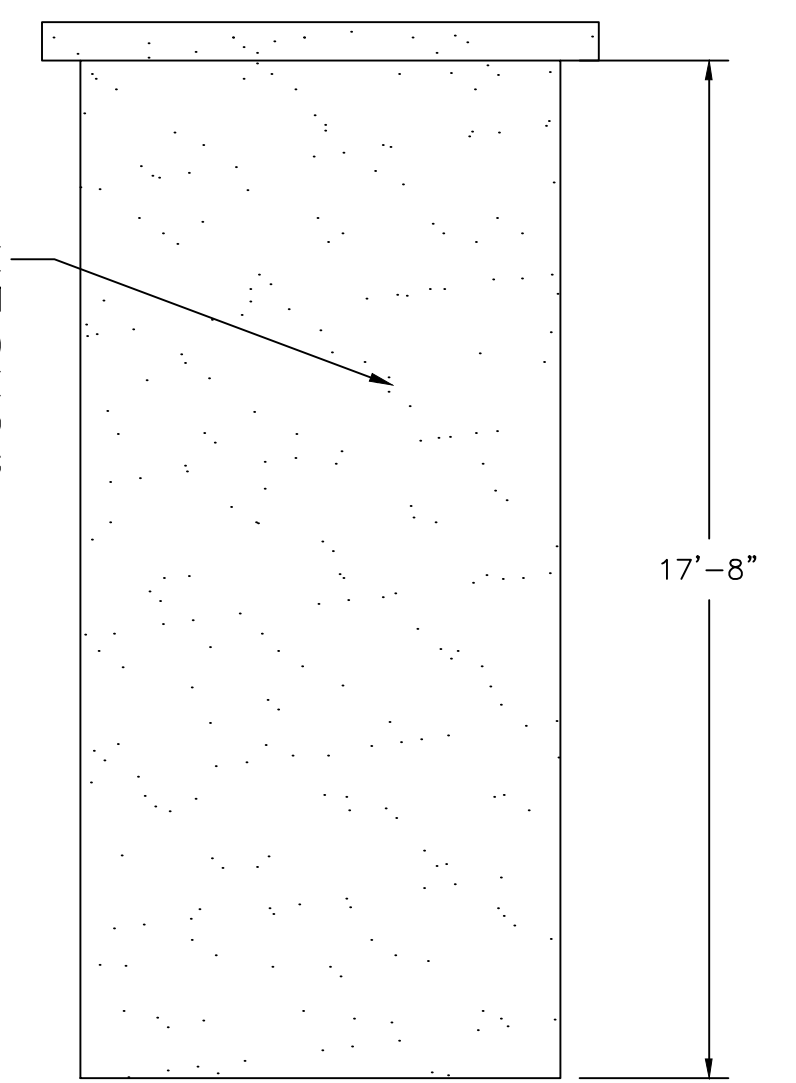


**FLOOR PLAN - BUILDING 1**

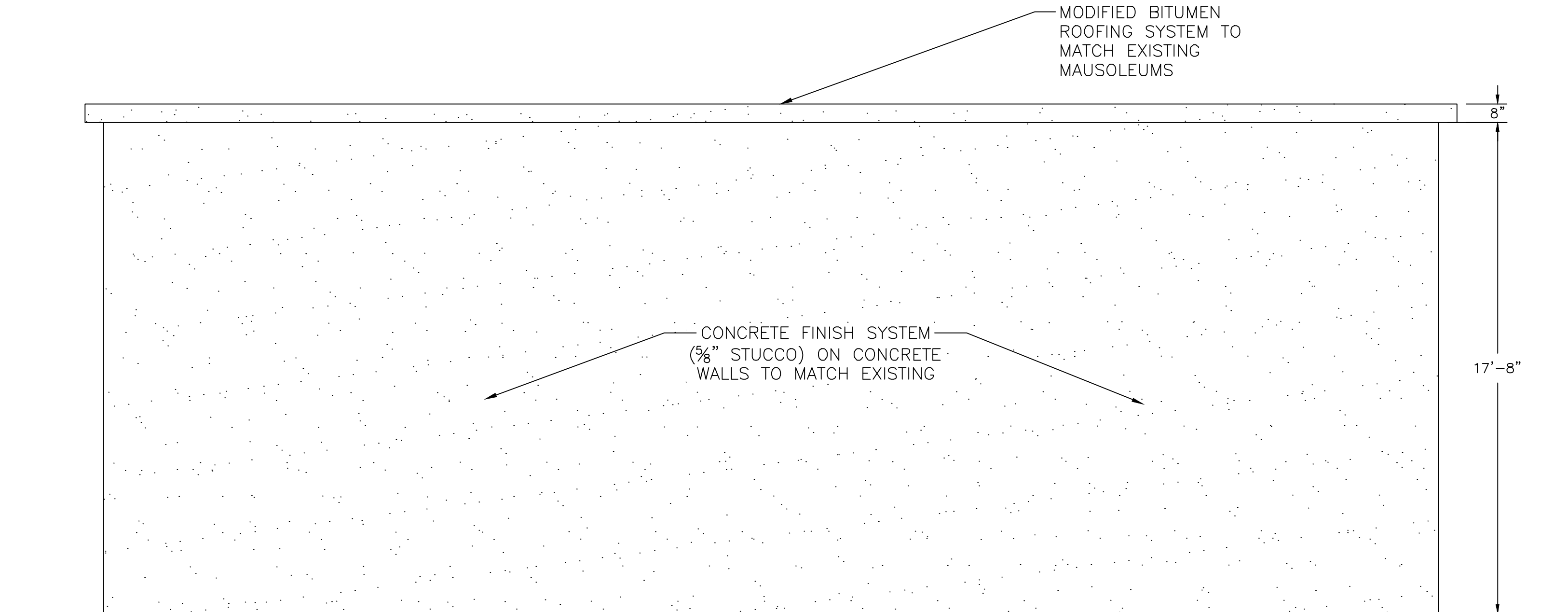
SINGLES 16 X 7 (HIGH) = 112  
TOTAL 112



**ELEVATION 1**



**ELEVATION 2**



**ELEVATION 3**

**BUILDING 1**

DATE:	9/29/2021
DESIGNED BY:	AC
CHECKED BY:	IT
SCALE:	N.T.S.
FIELD BOOK:	

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

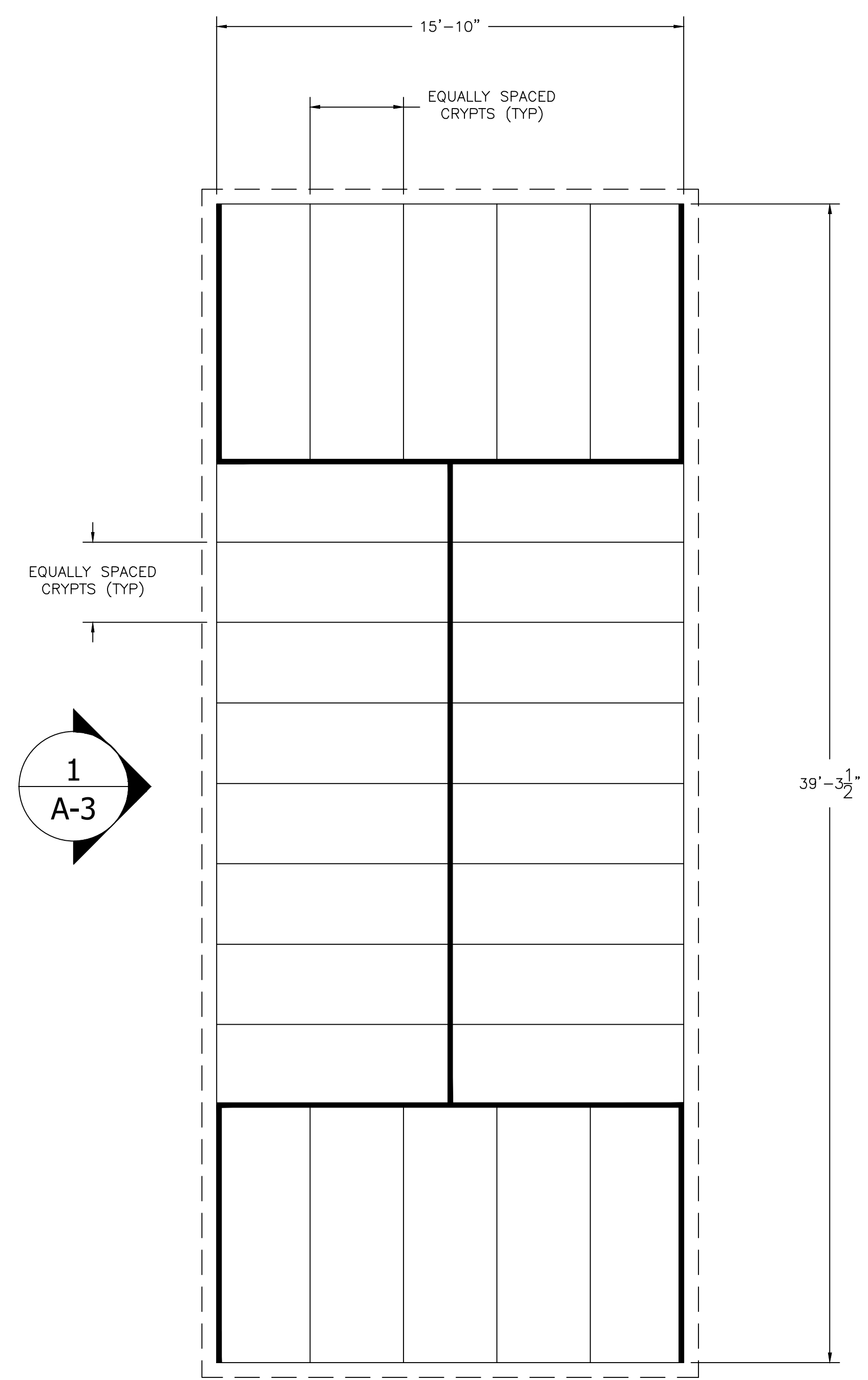
NO.	DATE	BY	CHK'D	DESCRIPTION

**PROJECT # P12718**  
**SUNSET MEMORIAL GARDENS**  
**PROPOSED MAUSOLEUMS**  
**PLAN & ELEVATIONS**  
**3201 NW 19 STREET, FORT LAUDERDALE**

SHEET NO.	<b>2</b>
TOTAL:	3
CAD FILE:	P12718-RFP
DRAWING FILE NO.	4-XXX-XX

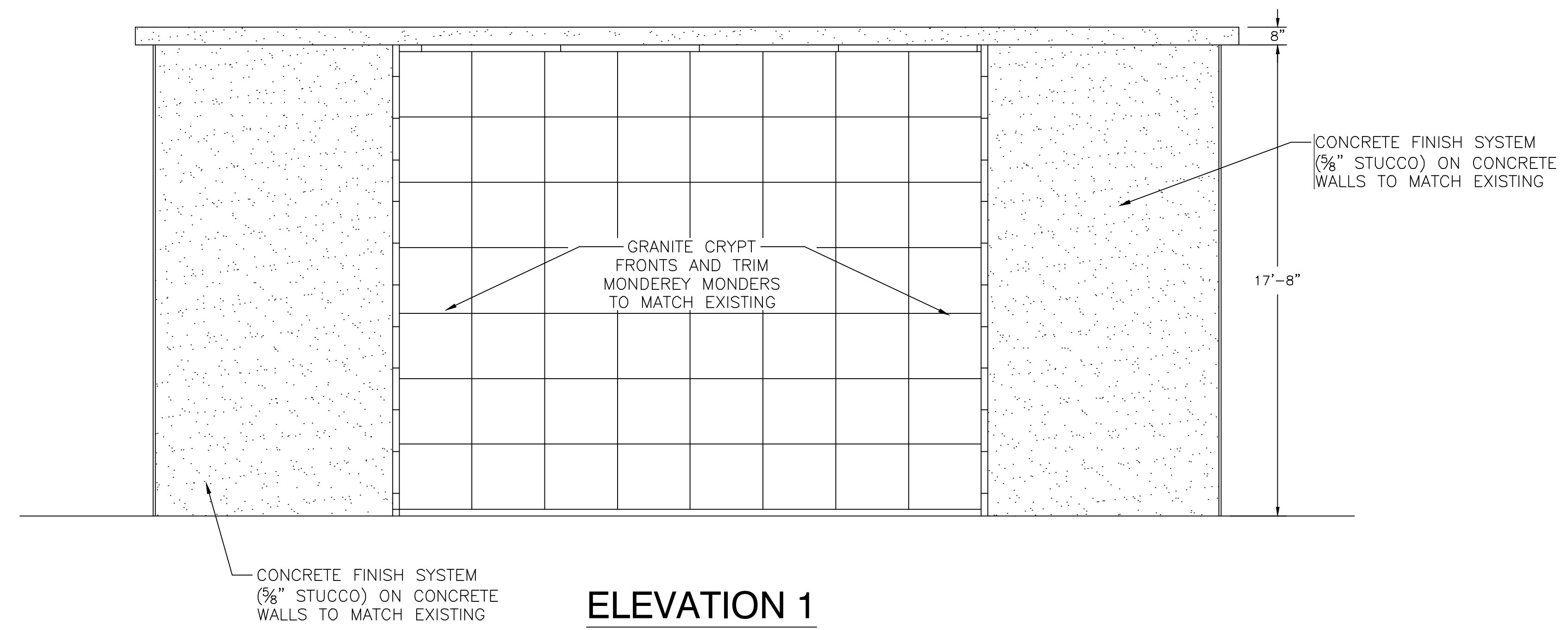
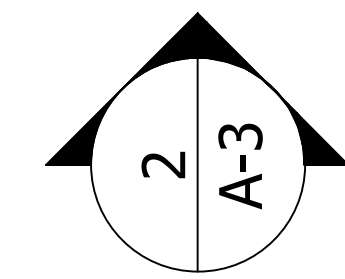
**RFP**

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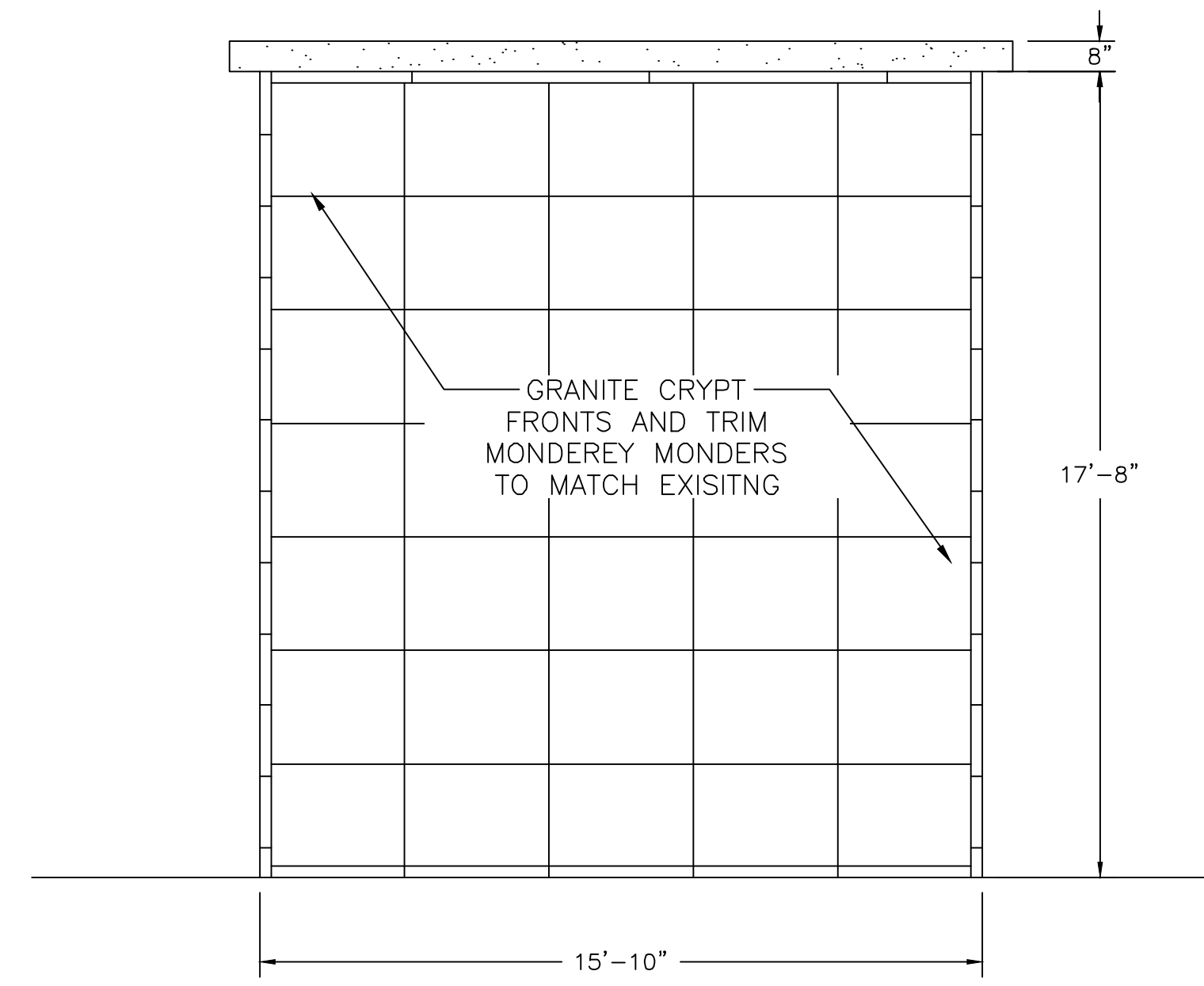


**FLOOR PLAN - BUILDING 2 & 3**

SINGLES 26 X 7 (HIGH) = 182  
TOTAL 182



**ELEVATION 1**




**ELEVATION 2**

**BUILDING 2 & 3**

DATE:	9/29/2021
DRAWN BY:	AC
DESIGNED BY:	SCALE: N.T.S.
CHECKED BY:	IT
FIELD BOOK:	

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



NO.	DATE	BY	CHK'D	DESCRIPTION

**PROJECT # P12718**  
**SUNSET MEMORIAL GARDENS**  
**PROPOSED MAUSOLEUMS**  
**PLAN & ELEVATIONS**  
**3201 NW 19 STREET, FORT LAUDERDALE**

SHEET NO.	<b>3</b>
TOTAL:	3
CAD FILE:	P12718-RFP
DRAWING FILE NO.	4-XXX-XX

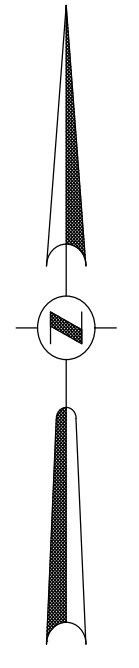
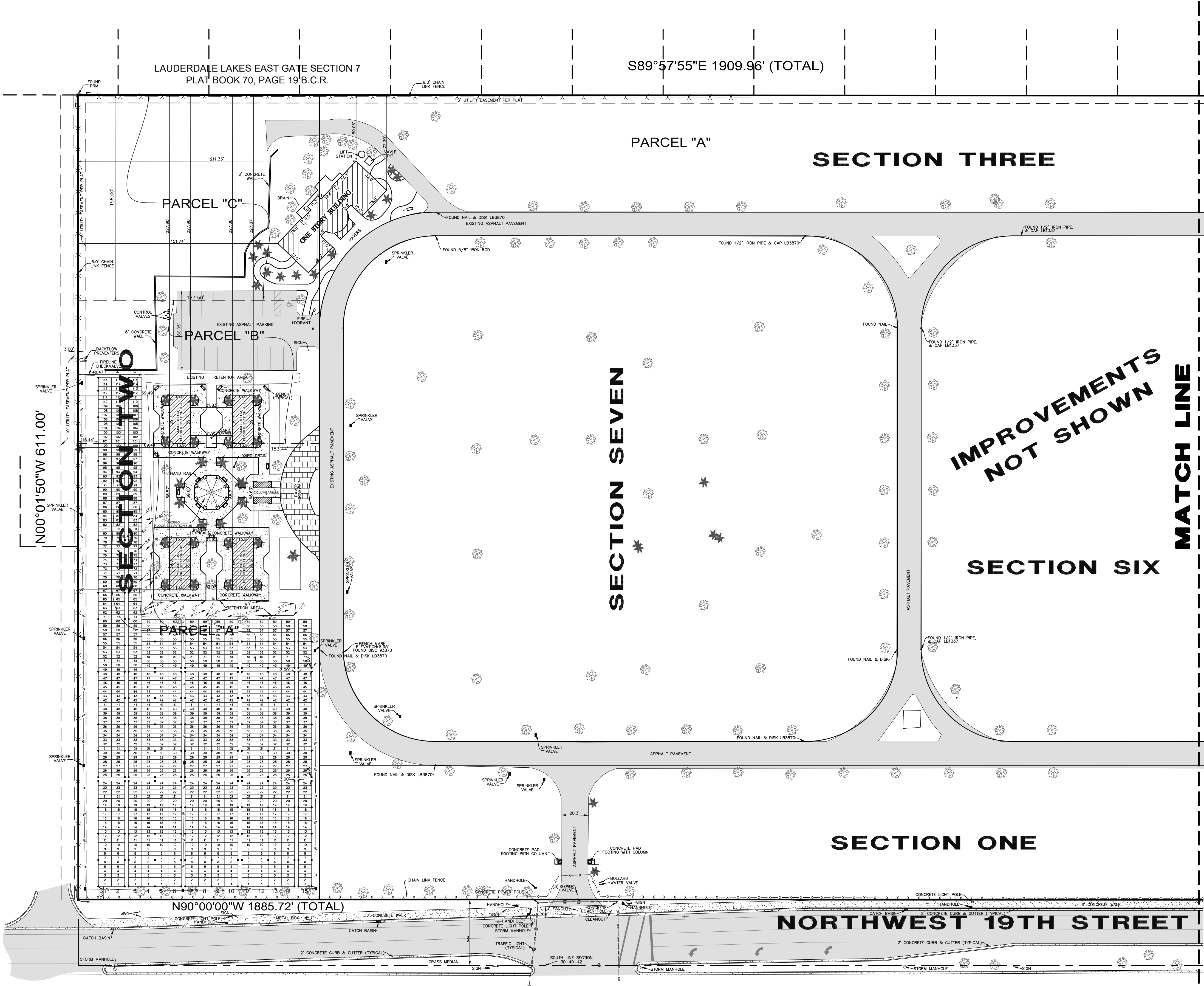
RFP



# Exhibit C

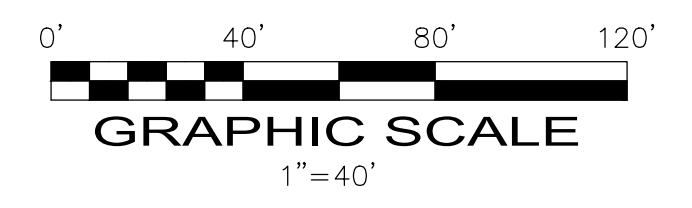
## Boundary and Partial Topographic Survey

Exhibit C - Survey



**LEGAL DESCRIPTION:**  
 ALL OF "SUNSET MEMORIAL GARDENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

- NOTES:**
1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  2. THIS SITE CONTAINS 1,164,433 SQUARE FEET (26.7317 ACRES) MORE OR LESS.
  3. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988. BROWARD COUNTY ENGINEERING DIVISION, BENCHMARK NO.: 0018, ELEVATION: 5.64'.
  4. FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12011C0364H & #12011C0368H; COMMUNITY #125105; MAP DATE: 8/18/14.
  5. THIS SITE LIES IN SECTION 30, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
  6. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST LINE OF "SUNSET MEMORIAL GARDENS" BEING S01°02'21"E.
  7. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION, BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
  8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: CITY OF FORT LAUDERDALE.
  9. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
  10. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.
  11. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS, UNLESS OTHERWISE NOTED.



**LEGEND**

	CONCRETE
	ASPHALT PAVEMENT
	ELEVATION
	OVERHEAD WIRES
	UNDERGROUND STORM SEWER LINE
	UNDERGROUND SANITARY SEWER LINE
	CENTERLINE
	R= RADIUS
	CA= CENTRAL ANGLE
	A= ARC LENGTH
	FPL FLORIDA POWER & LIGHT COMPANY
	LB LICENSED BUSINESS
	O.R.B. OFFICIAL RECORDS BOOK
	TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)

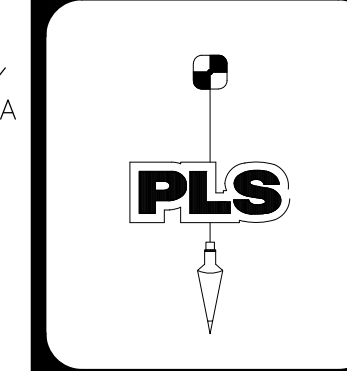
SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NO.	REVISIONS	BY
7	69XXX - OVERALL SURVEY - 11/18/21	L.S.
6	58004 - FINAL SURVEY 8/17/14	C.D.
5	97253 - SPOT SURVEY 7/23/14	C.D.
4	96992 - BOUNDARY/SITE PLAN 10-30-13	C.D.
3	54854 - FINAL SURVEY 7/18/12	C.D.
2	54125 - SPOT SURVEY	C.D.

**SUNSET MEMORIAL GARDENS**  
 3201 NW 19 STREET  
 FORT LAUDERDALE, FLORIDA 33311  
 (CITY OF FORT LAUDERDALE, BROWARD COUNTY)

**BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY**



**PULICE LAND SURVEYORS, INC.**  
 5381 NOB HILL ROAD  
 SUNRISE, FLORIDA 33351  
 TELEPHONE: (954) 572-1777  
 FAX: (954) 572-1778  
 E-MAIL: surveys@puliceandsurveyors.com  
 WEBSITE: www.puliceandsurveyors.com  
 CERTIFICATE OF AUTHORIZATION LB#5870

<b>DRAWN BY:</b> L.S.	<b>SCALE:</b> 1" = 40'	<b>CLIENT:</b> CITY OF FORT LAUDERDALE
<b>CHECKED BY:</b> J.F.P.	<b>SURVEY DATE:</b> 8/17/14	<b>ORDER NO.:</b> 69XXX

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPER IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290

COPYRIGHT 2021 BY PULICE LAND SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

S89°57'55"E 1909.96' (TOTAL)

PARCEL "A"

PARCEL "B"  
**SECTION THREE**

**IMPROVEMENTS  
NOT SHOWN**

MAUSOLEUM  
(NOT LOCATED)

**SECTION SIX**

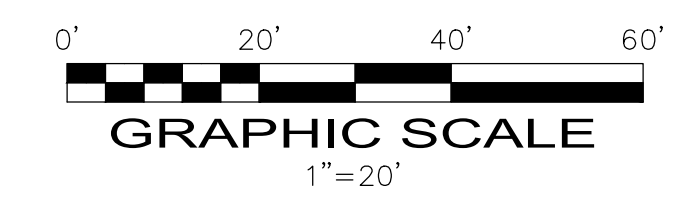
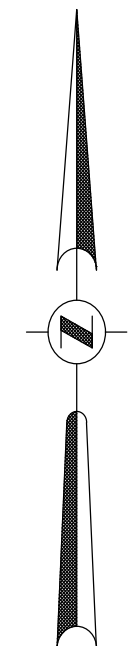
**SECTION FIVE**

**SECTION FOUR**

S00°22'50"W 589.94'

**NORTHWEST 31ST AVENUE**

- LEGEND**
- CONCRETE
  - ASPHALT PAVEMENT
  - ELEVATION
  - OVERHEAD WIRES
  - UNDERGROUND STORM SEWER LINE
  - UNDERGROUND SANITARY SEWER LINE
  - CENTERLINE
  - R= RADIUS
  - CA= CENTRAL ANGLE
  - A= ARC LENGTH
  - FPL FLORIDA POWER & LIGHT COMPANY
  - LB LICENSED BUSINESS
  - O.R.B. OFFICIAL RECORDS BOOK
  - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)



"SUNSET MEMORIAL GARDENS"  
PLAT BOOK 55, PAGE 4

**SECTION ONE**

N90°00'00"W 1885.72' (TOTAL)

PARCEL "A"

PARCEL "B"

**NORTHWEST 19th STREET**

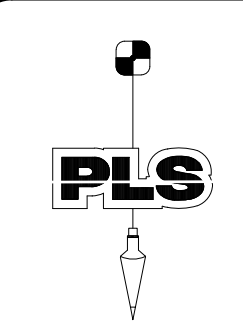
R=20.00'  
CA=89°37'10"  
A=31.28'

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2.

**SUNSET MEMORIAL GARDENS**  
3201 NW 19 STREET  
FORT LAUDERDALE, FLORIDA 33311  
(CITY OF FORT LAUDERDALE,  
BROWARD COUNTY)

**BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY**



**PULICE LAND SURVEYORS, INC.**  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
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# Exhibit D

Exhibit D

TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1 Purpose and Background

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide design and construction services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request of Proposals (RFP). The work to be accomplished under this contract includes, but is not limited to, the construction of three garden mausoleums and front entrance modifications (**Exhibit B**). This project is located at Sunset Memorial Gardens, in the City of Fort Lauderdale. The address for the project is 3201 NW 19th Street, Fort Lauderdale, FL (**Exhibit A**).

Interested Contractors must indicate any sub-consultants which would be part of their team and provide all the information that the City will require. Interested Contractors must demonstrate expertise based on the successful completion of several projects of similar size and complexity for other governmental and/or private entities. If legal issues should arise relating to the project completion, the selected Contractor will provide records, depositions, and testimony about the project, if necessary, on a supplementary fee basis. The selected Contractor will be responsible for working in cooperation with officials of the City, or their designees and with the City's engineers, architect and/or landscape architect to supervise and administer the design and construction of this project. The Contractor will advise the City of the most effective way to implement the overall project.

2 Scope of Services

Contractor(s) shall be responsible for ensuring it is in possession of all required City/County permits prior to commencement of work, and maintaining permits throughout the contract award, as required.

The scope of services to be provided by the selected Contractor shall include, but is not limited to the following tasks:

- Professional to prepare construction documents including architectural, structural, electrical, and civil drawings. to meet all City and County permitting requirements. The City of Fort Lauderdale will provide a topographic survey (**Exhibit C**).
- Professionals also need to include the Geotechnical Report as a submittal documentation.
- Develop and submit a project schedule which supports the established contract duration submitted as part of the proposal.
- Prepare preliminary plans and elevations, renderings, and general features.
- Professional to prepare and deliver final construction working drawings-and technical specifications to meet all City and County permitting requirements.

- Recommend and suggest materials/structural specifications for construction.
- Obtain all approvals and permits required for the project consistent with the design and construction from regulatory agencies or any other agency having an interest or jurisdiction of this project.
- Construct two (2) mausoleums with 182 crypts each and one (1) mausoleum with 112 crypts and front entrance modifications. **(Exhibit B)**. The finishes/material shall match the existing mausoleums and existing pavers. This is a turnkey project; all work shall be included as well as needed drainage modifications. Contractor also to include concrete testing.
- Provide a secure contractor staging area as well as pedestrian barricades necessary for safety protection.
- Replace any damage to the existing irrigation system and restore landscaping to original condition.
- Inspect construction in the field and ensure conformity with plans and material specifications.
- Provide construction management services.
- Prepare the closeout paperwork and address any warranty issues during the warranty period.

### 3 Additional Requirements

#### a) Existing site

Please refer to **Exhibit A** for the pictures of the existing monuments and site location.

#### b) Survey information concerning the site

City will provide a topographic survey.

#### c) Material quality standards

The mausoleums shall meet current Florida Building codes, local code amendments and regulations as well as withstand the South Florida climate. Please refer to **Exhibit B** for overall details. Contractor shall provide 1 year complete warranty for labor and material.

#### d) Documenting Pre-Existing Conditions

Contractor performs photo & video of the construction site to document the pre-existing conditions.

#### e) Geotechnical Report

Obtain the Geotechnical report to inform the contractor about the existing soil conditions. The contractor shall comply with the recommendations in the geotechnical report and is entitled to rely on a change order issued in response to a request for clarification.

#### f) Schematic layouts and conceptual design criteria

Please see **Exhibit B** for the schematic layouts and conceptual design criteria.

**g) Schedule**

The Contractor recognizes that TIME IS OF THE ESSENCE. The preliminary drawings shall be submitted within thirty (30) calendar days after the Notice to Proceed is issued by City to proceed with the work. After the preliminary drawings are approved, the Contractor shall submit the final drawings within thirty (30) calendar days. The required permits shall be applied for and obtained as expeditiously as possible. The mausoleum's construction shall be Substantially Completed within (250) calendar days (170) working days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The work shall be finally completed and ready for final payment within (260) calendar days (175) working days after the date when the Contractor Time commences to run as provided in the Notice to Proceed.

**h) Site development requirements**

All necessary sitework and drainage improvements shall be included within the project area.

**i) Project Planning and Approach**

As part of its services, Contractor will assist with developing a strategy for the best approach for the successful completion of the project including guidance and assistance in the preparation of a detailed schedule and a reliable, cost estimate along with evaluations of any cost savings/cost efficiency measures.

**j) Project Delivery and Objectives**

At all times of project stages, Contractor shall act in the best interests of the City and use their best efforts to deliver the project in an expeditious and cost-effective manner consistent with the City's project requirements, time constraints, and budget. Contractor shall develop a contractually obligated overall project schedule and will be responsible for methods of construction, safety, scheduling, and coordination of all construction work in addition to miscellaneous contracts required for completion of the project within its predetermined budget limits and schedule.

City expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. A spirit of cooperation, collaboration, and a commitment among professional and construction services providers to work in the best interests of the project is of utmost importance.

**k) Cost or budget estimates**

The overall project budget cannot exceed \$1,100,160.00 including all costs associated with design, permitting, construction, and all other costs not specifically mentioned. Interested companies shall submit detailed budget and schedule associated with the proposed planning, design, and construction. Contractor(s) shall include in their offer all required project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals necessary to meet, in its entirety, the Request for Proposal (RFP) requirements specified herein.

*END OF SECTION*



# Exhibit E

**CITY OF FORT LAUDERDALE PUBLIC WORKS  
ENGINEERING & ARCHITECTURAL DEPARTMENT  
CADD SPECIFICATIONS FOR PROJECT DRAWINGS**



**CITY OF FORT LAUDERDALE**

**OCTOBER 2015**

*THIS DOCUMENT WAS PREPARED IN THE CITY OF FORT LAUDERDALE ENGINEERING &  
ARCHITECTURAL DEPARTMENT BY THE CADD STANDARDS COMMITTEE*

*THIS DOCUMENT MAY BE DOWNLOADED FROM  
[HTTP://WWW.FORTLAUDERDALE.GOV/ENGINEERING/INDEX.HTM](http://www.fortlauderdale.gov/engineering/index.htm)*



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## 1. PURPOSE

The Engineering division provides engineering, architectural, landscaping and project management services; and has put together a set of drafting standards to be used in all computer-aided drawings. The intent is to standardize the way electronic drawing files are produced and to make all drawing files regardless of who produced them, familiar in look and content to all the production staff in the division.

Consultants are encouraged to familiarize themselves with recent existing City project files prior to commencing a project for the City of Fort Lauderdale, in order to achieve true conformity with the way drawing files are to be produced. Below are some of the criteria, **which must be followed**. This document may not cover all circumstances; therefore it is up to the consultant to secure the pertinent information to any situation that may arise in a particular case that is not covered here. All files submitted to the City shall be free of passwords or any other impediment to their free use. The City of Fort Lauderdale's Engineering Division reserves the right to direct a consultant as to the desired manner to proceed when a situation is not addressed here.

## 2. VERSION

- 2.1. All drawings shall be produced in an AutoCAD® based product and saved in AutoCAD® 2013 format. Software included but, not limited to:
  - 2.1.1. AutoCAD
  - 2.1.2. AutoCAD LT
  - 2.1.3. AutoCAD Civil 3D
  - 2.1.4. AutoCAD Map 3D
  - 2.1.5. Revit

**Please see CADD Coordinator prior to creating drawings with software not listed.**

- 2.2. Drawing files submitted will be 100% AutoCAD (dwg) format and 100% editable.
- 2.3. The current version of AutoCAD at the time these standards are established is AutoCAD 2016. These standards can only address those issues pertaining to that version of AutoCAD. If a new version of AutoCAD is released prior to revising these standards, projects shall still be submitted in AutoCAD 2013. Once the City upgrades to the newer version of AutoCAD, that version shall be the official version and at the time the City shall determine if submittals in earlier versions are acceptable. All drawing files in a project shall be saved in the same version of AutoCAD.

## 3. COVER SHEETS AND TITLE BLOCKS

- 3.1. The City's title block/sheet border symbol shall be used on all drawings except the cover sheet. No modifications shall be made except for values of the attributes present in the block.
- 3.2. All projects shall have a cover sheet. For the cover sheet, consultants shall use the City's cover sheet symbol. Consultants shall not make any modifications to the city's cover sheet, including renaming the block. The cover sheet shall be inserted at an XYZ scale of 1; and plotted with a final size of 36"X24" at scale 1:1, in PAPERSPACE.
- 3.3. The standard title block/sheet border shall be inserted in "paper space" and shall be inserted at an XYZ scale of 1. The viewports can be zoomed to produce the desired final scale within the viewport and will be plotted with a final size of 36X24 at scale 1:1.
- 3.4. All projects will be made to plot in a standard ARCH D 36" X 24" sheet. The City's standard title block/sheet border SHALL NOT be inserted with dissimilar 'x' and 'y' scales in order to plot in a final size other than the standard.



## 4. SCALES

- 4.1. All drawing plan-views and horizontal scale of profiles and cross-sections will be drawn in scale 1:1 in model space, and drawing accuracy shall be 0.01' or better. That is, on a 'DIST' inquiry between consecutive 100-foot stations on a baseline, the result should be 100.00'.
- 4.2. Details will be drawn 1:1 and then scaled in a paper space window. Certain details need to be drawn with different horizontal and vertical scales for clarity (e.g. typical roadway cross-section). There are however very few instances where it is not practical to draw details to any scale e.g. where drawings are intended to be diagrammatic or schematic; and for those instances only, a scale will not be required. Such drawings will be noted "NOT TO SCALE" or "NO SCALE".
- 4.3. Plots for projects will be produced at a scale commonly used by the engineering/architectural profession; (e.g. 1" = 20', 1" = 30', 1/4"= 1', etc). Following are examples of unacceptable scales: 1" = 27', 1"=70', etc.
- 4.4. Vertical scale for cross-sections and profiles will be drawn to a scale in the same ratio as the final plotted product i.e.: if the final plot is horizontal 1"= 20', and the vertical 1"= 2', then the vertical scale is 10 times that of the horizontal.
- 4.5. Drawing files that are not scale relevant, like index sheet, notes and schedules, shall fill the scale attribute box with the notation "N/A". The notation "NTS" or "NOT TO SCALE" shall be left to those drawing files that are scalable, but are shown in a scale not measurable with a typical engineering or architectural scale, like details, schematics, etc.

## 5. EXTERNAL REFERENCES

- 5.1. Projects shall make use of external reference files (x-refs) to separate different disciplines and sub-consultants or design teams involved.
  - 5.1.1. X-ref files shall be limited to one per discipline. There shall be no more than one consultant's work into a single x-ref file i.e.: no design shall be placed directly on a survey file, or electrical design on an architectural file, etc.
    - 5.1.1.1. Within each discipline, all entities shall be drawn in the same file: line work, text, notes, dimensions, leaders, etc. shall all be placed in the same file and space (MODELSPACE). Exception: Revision clouds.
  - 5.1.2. In engineering projects, all civil work (demolition, concrete, asphalt, pavers) may be placed in one x-ref per discipline, per consultant, per building (if project is multi building), or at the discretion of the project manager may be further segregated into several x-refs.
  - 5.1.3. Larger projects that involve multiple buildings and/or sites may make use of more than 1 x-ref per discipline upon approval of x-ref list by the city.
  - 5.1.4. Details, general notes, logos, etc. SHALL not be x-referenced.
  - 5.1.5. If during the course of a project design a consultant decides to make use of x-ref for anything other than background support, the final product shall not contain x-ref and layer names with x-ref file name prefixes will not be accepted.
- 5.2. Survey information shall be in its own x-ref's (see **Base Drawing** section in these standards).
  - 5.2.1. The base drawing shall be x-referenced into all x-refs drawings.
  - 5.2.2. There shall be no duplicate base information. Footprints to be used as a base for design shall not be duplicated. Example: Two or more footprints of a building drawn side by side in an x-ref.
- 5.3. Underground utilities (more than one in a project) may be placed in a single x-ref, or each in its own.
  - 5.3.1. In underground utilities where a profile is needed, the area shall be in the same x-ref as the plan view for the profiled area.



- 5.4. Architectural projects shall also be segregated by specialty.
- 5.5. Electrical, mechanical, foundation, plumbing, roof, etc. shall be either in its own x-ref file, or grouped by sub-consultant, or design group at the discretion of the project manager.
- 5.6. X-ref files shall have no paths. Project drawing files, which contain x- refs with paths, will not be accepted. Consultants will have to strip all paths from x-refs, or initially x-ref with no paths.
- 5.7. If an x-ref is "bound" it shall be "insert" and not "bind" type of x-ref thereby no extraneous layer names are created.
- 5.8. Profiles shall be drawn in the same file as the plan view and all entities of a profile shall remain together in the same file. Line work, grid, all text, notes, leaders, etc. shall be all together.

## 6. BASE DRAWING

- 6.1. The base survey shall be made of 4 base files:
  - #####SURV.DWG
  - #####BSLN.DWG
  - #####TOPO.DWG
  - #####UTIL.DWG

*The «#s" are place-holders for the project number. If utility markings are gathered at a later date from the original survey, then this information can be added to the «#####UTIL.DWG"*

- 6.1.1. The #####SURV.DWG" file shall be the main file and the others shall be XREFED into it. This shall contain any notes which are not location sensitive, and may be moved modified, rotated to accommodate clearer design drawings.
  - 6.1.2. The #####BSLN.DWG shall contain the baselines of survey, including stationing and descriptions of points set, the lot and block, boundaries and relevant information. All survey markers, found or set.
  - 6.1.3. The #####TOPO.DWG shall contain all topography, elevations and other field collected information, not related to horizontal survey control. All survey benchmarks, descriptions and elevations shall be included in this file. Above ground evidence of utilities and any directly measured utility information, such as inverts and pipe sizes shall be included in this file.
  - 6.1.4. The #####UTIL.DWG shall contain the field location of paint marks, stakes or other utility markings, which indicate the presence of an approximate location of underground utilities. Test holes or borings shall also be included. Any other inferred or extrapolated locations shall also be placed in this file.
  - 6.1.5. Any issues not clearly covered in this paragraph shall be referred to the city surveyor for clarification prior to the commencement of any survey work.
- 6.2. Topographical surveys in AutoCAD format shall not be cut or disseminated into several files in order to create individual sheets.
- 6.3. Topographic survey files shall not have parts deleted because proposed project does not cover those portions. In that case open a paper space window that will show just the portion of survey needed or use XCLIP.



- 6.4. Topographic surveys SHALL NOT BE MOVED SPATIALLY within the drawing file, nor shall the consultant or city staff, change the coordinate system to anything other than what was received from survey, UNDER ANY CIRCUMSTANCE. If a consultant furnished the survey it shall be in 'WCS' and the survey shall have the north at 12 o'clock.
- 6.5. Files of topographic survey shall only have topographic information. These files shall be x-referenced into a new file where the proposed project will be designed.
- 6.6. The base topographical survey file shall be produced in several files, x-referenced, one within the other. This will make possible to make adjustments to some aspects of the file without the possibility of making changes to the more critical parts of the survey. The following paragraph is a description of what each file holds and a procedural explanation on how to create such a file. It is not intended directly to the designer, but to the survey personnel responsible for creating the survey base file.
- 6.7. In projects that use a base drawing other than a survey, like an architectural project of plant facility, all disciplines shall make use of a common base drawing, inserted as an x-ref. If there is an update then it is simple to update drawings from all disciplines. No design group shall take the base drawing and modify it in any manner. Through the use of x-referencing, all permitted changes (layer color, line type, etc.) can be accomplished.

## 7. UNITS

- 7.1. Engineering projects shall use:
  - 7.1.1. Decimal as linear units at all times.
  - 7.1.2. Angular units shall be surveyor (bearings) units.
  - 7.1.3. Angles shall be measured counter-clockwise and 0 shall be to the east.
- 7.2. Architectural projects shall use:
  - 7.2.1. Architectural units.
  - 7.2.2. Angular units shall be degrees, minutes, seconds.
  - 7.2.3. Angles shall be measured counterclockwise and 0 shall be to the right (east).
  - 7.2.4. 1" grid, and entities snap to the grid.
- 7.3. Dimensions shall:
  - 7.3.1. Have a scale factor of 1
    - 7.3.1.1. The scale factor may be changed to 12 or 1/12 when integrating engineering and architectural line work; example site plans, or architectural details displayed in an engineering drawing with decimal units.
    - 7.3.1.2. The scale factor can also be changed to 1/10 in profiles that are drawn 10 times larger vertically than horizontally. Accuracy for plan view design in water, sewer, storm and site electrical projects can be 0.1'.
  - 7.3.2. Precision of 0.01' for decimal units and 1/8 for architectural units, with the default value displayed.



## 8. SYMBOLS & ENTITIES

- 8.1. *Blocks will be issued* with the most common symbols used in City projects. From time to time these symbols will be revised and/or new symbols will be added. If for any reason there is a need to create a block either for local use or to keep for future projects, that block shall comply with all City CAD standards.
- 8.2. Standard issue symbols shall NOT be exploded, renamed or changed in any way. Objects that are repeated throughout and/or that are depicted in an exaggerated scale for clarity (fire hydrants, power poles, catch basins, street lamps, etc.) shall be represented by a symbol. If a symbol CAN be used it SHALL be used.
- 8.3. Whenever possible, make use of the City's standard symbols and blocks. If a new symbol or block is created, it shall be submitted to the City for approval. Approved symbols and blocks will be made part of the City's symbols library, royalty free. North arrows, graphical scales, logos, location maps and other similar symbols shall be inserted as blocks and left unexploded.
- 8.4. Consultants may insert their company logo or identification information in the form of a block (symbol) and left unexploded. This block can be placed in all sheets including the cover sheet within the drawing area of each sheet.
- 8.5. Dimensions shall be associative at all times and left at their default value, and shall NOT be exploded.
- 8.6. Hatch patterns shall NOT be exploded. Hatch patterns and closed polylines forming the hatch boundary shall be the only entities permitted on hatch layers.

## 9. PAPERSPACE

- 9.1. Paper space shall be used for title block/sheet border and viewports. No other entities shall be placed there, especially notes that describe parts of model space entities (notes with a leader). Exceptions: logos, captions, legends, general notes and revision clouds.
- 9.2. Title block/sheet borders or cover sheets shall NOT be x-refed.
- 9.3. All drawing entities will be confined within the sheet border. Extents of the drawing files shall be to the edge of title block/sheet border. Multiple layouts are permitted, however only one sheet border per layout is allowed.

## 10. COLORS AND LINE WEIGHTS

- 10.1. The City will provide a line weight chart (CTB) to be used.
- 10.2. Submitted drawings shall make use of one of the city's templates, which have the "Layout" page setup, configured with the city's configuration files (PC3, CTB and PMP).
- 10.3. All entities shall be located in their appropriate layer, and have a color and line type "BYLAYER". The ONLY exception to this rule is a Utility XREF drawing (e.g.: 10272XREFUTIL) where the color of the layers continues to be "BYLAYER", but different line types may be used in the same layer to identify different utility types and sizes.
- 10.4. Colors are not fixed to layers; they are dependent on the discipline. When entities for a particular discipline need to be displayed in drawing files for other disciplines, colors may be setup differently in





order for features to stand out. E.g. Survey drawings will show survey features solid and stand-out. The same survey features will look dimmed in landscape drawings.

- 10.5. The project manager shall be the final judge of the plotted appearance of the drawings. Consultant shall furnish a printed copy of all drawing files using the City's line weight chart (CTB) file for color approval by the City.
- 10.6. There are certain entities which make use of custom line types, and that rely on the line type to be identified. If the line type is changed, then the entity loses its identity. Examples are fences: they can make use of a custom line type that identifies them. These entities can be placed in a layer with a different line type and the identity of the fence is preserved. For these cases, it is permissible to make these entities non- ByLayer. There are other examples in electrical drawings.

## 11. FONTS

- 11.1. Since fonts are not carried with the drawing files and depends on the computer that is running AutoCAD to find and use these font files. No third party or proprietary fonts shall be used. Drawing files shall not make use of SHAPE files.
- 11.2. It is possible to automatically substitute fonts not found in the AutoCAD path. The City may (at their discretion) substitute odd fonts with ROMANS.SHX.

## 12. LAYERS

- 12.1. The engineer or technician working on the project must determine what color to use from the "LINE WEIGHTS AND GREY SCALE CHART" supplied by the City, in order to get the desired effect, and the City will give the final approval.
- 12.2. The list of layer names used in all City of Fort Lauderdale projects are set up in "Layer Manager" of the template drawing and, includes layer filters by discipline.
- 12.3. The City of Fort Lauderdale Engineering Division adheres for the most part (but not totally) to the CAD Layer Guidelines and has adopted the long format; it has up to 16 alphanumeric characters, and is divided in fields or groups.

X-XXXX-XXXX-XXXX

Above is an example of the format, also known as the 1-4-4-4.

- 12.4. The City will provide a list of layer names to be used. If there is a project for which there are no layer names (which pertain to that discipline), the consultant shall provide a list of proposed layer names based on the layer guidelines, for the City's approval, prior to their use. Once approved by the City, those layer names will become part of the City's list of layer names for all projects thereon or until revised.
- 12.5. No layer names, other than those in the City's layer name list, will be present in drawing files. Exceptions are those layer names automatically created by AutoCAD; "0", "DEFPOINTS", "ASHADE".



- 12.6. Layering:**
- 12.6.1.** All text, labels, mtext, etc. that is placed in paper space shall be in layers: #-SHBD-TEXT and/or #-SHBD-NOTE;
  - 12.6.2.** Consultants' logo shall be placed in layer #-SHBD-LOGO;
  - 12.6.3.** Viewports shall be placed in layer: #-SHBD-VPRT;
  - 12.6.4.** General line work in paper space like lines to separate areas or viewports, etc. shall be placed in layer: #-SHBD.
  - 12.6.5.** All general text shall be placed in a single layer, unless there is a justification for the contrary.
  - 12.6.6.** North arrows and graphic scales shall be placed in layer: #-SHBD-NARW.
  - 12.6.7.** Leaders shall be placed in a "TEXT" or "NOTE" layer together with the accompanying text.
- 12.7.** Layer names that duplicate the discipline and the major group shall not be used. Examples are: E-ELEC, D-DEMO, H-HVAC, 1-INST, F-FIRE, Q-EQPM.
- 12.8.** Details, sections elevations, do not in general need layer management. Since there is seldom layer manipulation (on, off), the minor group names that distinguish line weight were created. The City uses the discipline, major group designating the object to draw (DETL, SECT, ELEV, etc) and then the minor group designating the line weight. The minor group names are: XFIN, FINE, MEDM, HEVY AND XHEV.

### 13. GENERAL ISSUES BEFORE SUBMITTAL

- 13.1.** Complete drawing set (DWG) shall be submitted no later than the 60% project submittal for design review and fully compliant with the City's CAD standards' drawing set shall be submitted prior to submittal to the building department for permit. All drawing files shall have all tabs (layouts) zoomed to EXTENTS, prior to any submittal to the City, whether it is the final or a working submittal; XREF drawing files shall be saved with the model tab active and zoomed to EXTENTS. All other drawing files shall be saved with the first paper space layout tab active. All final files shall be fully purged prior to submittal. All files shall be saved and submitted with the current layer set to "0".
- 13.2.** Consultants shall obtain a file number for the project and make sure that the appropriate information is completed in the title block. File numbers can be obtained from the Project Engineer.
- 13.3.** Consultants shall fill in total number of sheets in the title block, prior to final submittal of drawing files.
- 13.4.** Consultants shall submit a hardcopy (bond, 36" X 24"), DWG and PDF files of the project drawings together with any submittal in electronic format (CD, etc), when making partial and final submittal of drawing files. Prior to all submittals, consultants shall coordinate with the City's file room as to the method of creating PDF files, which will make prints satisfactory to the City. All files submitted to the City shall be free of passwords or any other impediment to their free use. PDFs shall be combined into a single file. Sheets shall be oriented landscape with the title block to the right of the screen, arranged in the order that they are to be printed and the set assembled matching the drawing index order. The PDF binder shall contain bookmarks for all of the sheets, displaying the name of each plot file as described in paragraph 70.
- 13.5.** DWG AutoCAD files shall not be compressed using zip or rar or any other compression scheme when submitting files in an optical media (CD, DVD).



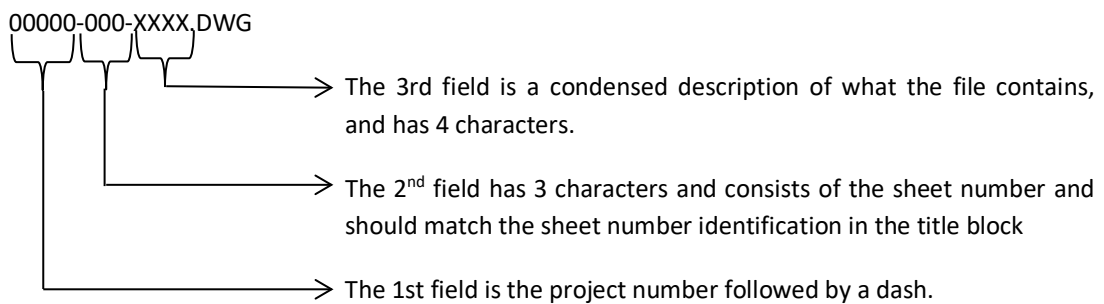
- 13.6. Submittals via FTP sites are not official submittals; and optical media (CD, DVD) is required.
- 13.7. When a project is assigned to a consultant who utilizes the collaboration of other sub-consultants, said prime-consultant shall be responsible for all submittals of drawing files and plot files. Said submittals shall be in the form of a single media (1 CD/DVD) to include the entire project.

## 14. MISCELLANEOUS

- 14.1. "MTEXT" (multiline text) shall be used in all cases where more than one line of text occurs and where leaders are used.
- 14.2. These standards are a detailed description of aspects in the creation of drawing files within Engineering. It is by no means the complete description of all the methods used, and it is the consultant's responsibility to alert the City of any point or situation which is not described in these specifications, and which should be addressed. Also if a consultant, after reading these standards and prior to commencing any drafting work, feels that there are points or items in these standards which are not logical, or are onerous to abide by, they should notify the City's Engineering Division at their earliest convenience and their views will be open to discussion.
- 14.3. This document does not address layer colors or line weights. The consultant shall coordinate with the City's project manager on how these items are treated.

## 15. DWG FILE NAMES

- 15.1. All drawing files shall conform to the City of Fort Lauderdale's file naming convention, as described in the following pages. The names shall be accurate to reflect the desired information as per the naming convention. All file names shall be CAPITALIZED.
- 15.2. The City of Fort Lauderdale Engineering Division has adopted the following file naming convention for project drawings:
  - 15.2.1. The format for single layout drawing files looks like this:



- 15.2.2. The first field represents the project number.
- 15.2.3. The second field represents the sheet number and reflects the sheet number as shown in the title block. If sheet numbers have dashes or dots, they shall be stripped: example for C-11, use C11. Drawing sheets shall not be numbered using the ConDoc system (i.e. A1.01, A1.02, A2.01, A2.02).
- 15.3. The third field is a 4-letter description of what the project drawing file depicts. There is a list of descriptions used in previous projects. Consultant shall check the list prior to creating a new description. The City will need to approve descriptions prior to their use.



15.4. This proposed 3-field format is only for files that contain final drawing with 1 title block/sheet border.

15.5. Examples for this naming format are the following:

- **09585-001-WATR.DWG**
- **10256-021-SEWR.DWG**
- **10855-M10-HVAC.DWG**
- **10325-A01-PLAN.DWG**

15.6. A drawing index should appear on the cover sheet. If there are too many sheets in the set of drawings to fit on the cover sheet, a separate index sheet or sheets shall be included immediately following the cover sheet. When index sheets are utilized the drawing file name shall be 00000-001-INDX.DWG. The first five digits shall be the project number and the next three digits shall be (001), (002), etc. An example is:

- **10325-001-INDX.DWG indicating the first index sheet.**
- **10325-002-INDX.DWG indicating the second index sheet.**

15.7. X-ref files will have a slightly different format. It will have 3 fields, and will look like this: **OOOOOXREFXXX.DWG**

**15.7.1.** The 1st field (5 characters) will be the project number; the second field shall be the word "XREF". The third field shall be a 4-character description for the file or discipline found in the file. This convention is valid for all XREFS except for the survey XREFS. These shall remain as received by the survey department.

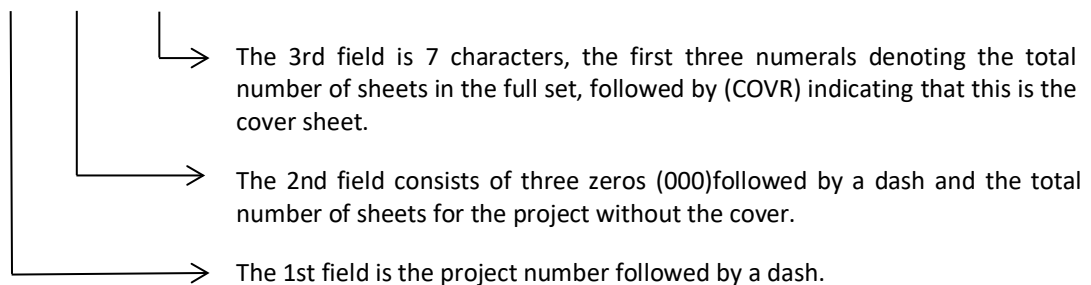
**15.7.2.** Sheets shall be numbered in a sequential manner and there shall not be any voids in the numbering for any given discipline. All numbering shall start with "1", regardless of the numbering system used, except for the cover sheet which is "0". Example: 1,2,3,4, or A01, A02, A03, BUT NEVER A01, A02, A05.

15.8. The Cover Sheet will follow this drawing naming convention with one small exception. The drawing files will contain additional characters denoting the total number of sheets in a project set, including all disciplines.

15.9. The total number of sheets shall NOT include the cover sheet.

15.10. The format for the coversheet drawing files looks like this:

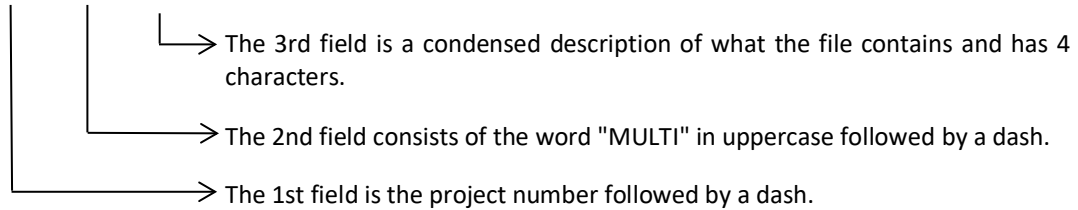
**00000-000-000COVR.DWG**





**15.10** For drawing files that contain multiple layouts, the files shall be named as follows:

**00000-MULTI-XXXX.DWG**



Examples for this naming format are the following:

- **XXXXX-MULTI-DETL.DWG: detail sheets.**
- **XXXXX-MULTI-ELEC.DWG: Electrical sheets.**

**15.11.** Layout Tab names shall be named with the sheet number and an optional description for the sheet content.

**15.12.** Additional drawing descriptive information may be placed in comments section of the file "properties" of the drawing file. Access this by right-clicking the file and selecting properties then the "summary" tab.

**15.13.** Names for sheet description to be used as the third field for file names:

BSRV	Boundary Surveys
COVR	Cover Sheets
DEMO	Demolition
DETL	Details
ELEV	Elevations
EQPM	Equipment
FLOR	Floor Plans
GRAD	Paving and grading
INST	Instrumentation
IRRG	Irrigation
KMAP	Key map
LEGN	Legend, symbols and schedule sheets
LITE	Lighting plans
MOTP	Maintenance of traffic plans
NAID	Navigational Aids
NOTE	General Notes
PILE	Piles
PLAN	Plan and profile sheets
PLNT	Plant material
PLUM	Plumbing
POWR	Power
RISR	Riser diagrams
RNWX	Runway
ROAD	Roadway projects incl. Widening, narrowing, special projects
SECT	Cross Sections
SSWR	Sanitary sewer lines
SGNL	Signalization
SIGN	Sign project files
SITE	Site-plans
STRM	Storm water (drainage)
STRP	Pavement Striping
TSRV	Topographic Surveys
TXWY	Taxiway
WALK	Sidewalk project file (asphalt or concrete or other)
WATR	Potable water lines



## 16. PDF FILE NAMES

Note: Project Manager: Please refer to Memo No. 11-06 for the new procedure for submitting electronic drawings and documents to the Plans Room. The date format YYYYMMDD shall be used when needed.

XXXXX <- Project number

PERMIT <- Sub Folder

### 16.1. **Permit drawing PDF naming:**

- 16.1.1. XXXXX-DRC-BINDER-date.PDF
- XXXXX-P&Z-BINDER-date.PDF
- XXXXX-PERMIT-BINDER-date.PDF

### 16.2. **Bid drawing PDF naming:**

- 16.2.1. XXXXX-BID-SPEC-date.PDF
- XXXXX-BID PLANS-BINDER-date.PDF
- XXXXX-BID ADDENDUM1-SPEC-date.PDF
- XXXXX-BID ADDENDUM1-BINDER-date.PDF
- File as many addendums as needed

### 16.3. **Final Permit Construction plan naming:**

- 16.3.1. XXXXX-CONSTRUCTION-BINDER-date.PDF
- XXXXX-REV1-CONSTRUCTION-BINDER-date.PDF
- File as many revisions as needed*
- XXXXX-FIELD CHANGE-BINDER-date.PDF
- File as many changes as needed*

### 16.4. **AS BUILT –SETS**

- XXXXX-ASBUILT-BINDER-date.PDF

### 16.5. **DRAWING-SETS**

- File all the CADD drawings

### 16.6. **ARCHIVES**

- File all project files from the Z: drive (Project manager to coordinate with CAD Manager)



## 17. STANDARDS SPECIFIC TO ARCHITECTURAL PROJECTS

- 17.1.** Drawings scales are to be as follows:
- 17.1.1.** LTScale=1
  - 17.1.2.** PSLTScale=1=on
  - 17.1.3.** Precision=1/8"
- 17.2.** Snap Grid settings:
- 17.2.1.** 1/16"=1'-0" scale to 3/8"=1'-0" scale drawings to be drawn with a maximum snap of 1".
  - 17.2.2.** 1/2"=1'-0" scale to 3"=1'-0" scale drawings to be drawn with a maximum snap of 1/8".
  - 17.2.3.** All drawings shall be created with SNAP ON.
- 17.3.** Dimensions:
- 17.3.1.** Associative DIMASSOC=1.
  - 17.3.2.** Dimensions shall not be forced without prior approval from the CAD Administrator.
  - 17.3.3.** Dimstyles have been established in the "CFLSTDARCH2007.dwt" file. Dimstyles are to be used as defined and are not to be modified under any circumstances.
  - 17.3.4.** Dimension Round-off:
    - 17.3.4.1.** 3/8" scale and less round off to 1/2"
    - 17.3.4.2.** 1/2" scale to 3" scale round off to 1/8"
    - 17.3.4.3.** Fractions to be diagonal stacked when used in conjunction with a whole number (i.e. 3") and not stacked when used as a stand-alone fraction (3/4"). The text sizes of diagonal stacked fractions are to be 75%. The text sizes of non-stacked fractions are to be 100%.
- 17.4.** Drawings sheets shall be:
- 17.4.1.** Numbered sequentially using the traditional numbering system (i.e. A-1, A-2, A-3).
  - 17.4.2.** Drawing sheets shall not be numbered using the ConDoc system (i.e. A1.01, A1.02, A2.01, A2.02). This applies to all engineering disciplines within a set of drawings.
- 17.5.** Text heights – see next page:



## ARCHITECTURAL AND LANDSCAPING TEXT FONTS AND HEIGHTS

DRAWING SCALE	TEXT HEIGHT					DIMSTYLE
	Notes (Romans)	Room Names (Romans)	Small Title's (Swis721BT)	Large Title's (Swis721BT)	Title Polyline	
1/16"	16"	24"	48"	64"	8"	ARCH 192
3/32"	10 2/3"	16"	32"	42 2/3"	5 1/3"	ARCH 128
1/8"	8"	12"	24"	32"	4"	ARCH 96
3/16"	5 1/3"	8"	16"	21 1/3"	2 2/3"	ARCH 64
1/4"	4"	6"	12"	16"	2"	ARCH 48
3/8"	2 2/3"	4"	8"	10 2/3"	1 1/3"	ARCH 32
1/2"	2"	3"	6"	8"	1"	ARCH 24
3/4"	1 1/3"	2"	4"	5 1/3"	2/3"	ARCH 16
1"	1"	1 1/2"	3"	4"	1/2"	ARCH 12
1 1/2"	2/3"	1"	2"	2 2/3"	1/3"	ARCH 8
3"	1/3"	1/2"	1"	1 1/3"	1/6"	ARCH 4
Paper Space	1/12"	1/8"	1/4"	1/3"	1/24"	ARCH 1

DRAWING SCALE	TEXT HEIGHT					DIMSTYLE
	Notes (Romans)	Room Names (Romans)	Small Title's (Swis721BT)	Large Title's (Swis721BT)	Title Polyline	
1"=10'	10"	15"	30"	40"	5"	ARCH 120
1"=20'	20"	30"	60"	80"	10"	ARCH 240
1"=30'	30"	45"	90"	120"	25"	ARCH 360
1"=40'	40"	60"	120"	160"	20"	ARCH 480
1"=50'	50"	75"	150"	200"	25"	ARCH 600
1"=60'	60"	90"	180"	240"	30"	ARCH 720
Paper Space	1/12"	1/8"	1/4"	1/3"	1/24"	ARCH 1





**ADDENDUM NO. 1**

Event 149  
SUNSET MEMORIAL GARDENS MAUSOLEUMS (DESIGN BUILD)

ISSUED: October 26, 2023

This addendum is being issued to make the following change:

1. The Bid Due Date has been extended to Tuesday, December 12, 2023, at 2:00PM (local time).

All other terms, conditions, and specifications remain unchanged.

Erick Martinez  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

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

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



**ADDENDUM NO. 2**

Event 149  
SUNSET MEMORIAL GARDENS MAUSOLEUMS (DESIGN BUILD)

ISSUED: October 26, 2023

This addendum is being issued to make the following change:

1. The Bid Due Date has been extended to Tuesday, December 19, 2023, at 2:00PM (local time).

All other terms, conditions, and specifications remain unchanged.

Erick Martinez  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

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

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