



Event # 401-8

Name: Progresso Village Stormwater Improvements

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). This project is located between Sunrise Blvd, NW 9th Ave, Progresso Dr, and Broward Blvd, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, stormwater infrastructure removal & installation, water main relocation, Cured In Place Pipe (CIPP) pipe lining, pavement restoration & installation, pump station, landscaping removal and installation, tree removal and installation, swale restoration, and Maintenance of Traffic (MOT).

Added 11/8/2024

Pre-Bid Conference: A pre-bid conference site visit will be held on Tuesday, November 14, 2024, at 10:00AM local time, at City of Fort Lauderdale, 101 NE 3rd Avenue, 11th Floor - Conference Space, Fort Lauderdale, FL 33301.

Buyer: HEMMINGS TURNER, PAULETTE

Status: Pending Award

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 8

Display Bid Tabulation: Display When Event Awarded And Closed

Event Dates

Preview:

Q & A Open: 10/29/2024 04:00:00 PM

Open: 10/29/2024 04:00:00 PM

Q & A Close: 11/25/2024 05:00:00 PM

Close: 12/09/2024 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you sign and attach all the Required Forms?	Yes No	Event 401 - Required Forms.pdf
The attached Anti-Human Trafficking Affidavit will be requested by the City from the awarded Bidder. This is an exhibit only and not needed as part of your initial bid response.	Yes No	Anti-Human Trafficking Affidavit.pdf

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Attachments

Name	Description	Attachment
Event 401 - Bid Documents	Event 401 - Bid Documents	Event 401 - Poggio Village Bid Documents.pdf
Event 401 Technical Specifications	Event 401 Technical Specifications	Event 401 Technical Specifications.pdf
Event 401 - Bid Line Items	Event 401 - Bid Line Items	Event 401 Bid Line Items.pdf
Event 401 - Drawings part 1 - Replaced	Event 401 - Drawings part 1	Drawings_Part1.pdf
Event 401 - Drawings Part 2 - Replaced	Event 401 - Drawings Part 2	Drawings_Part2.pdf
Updated Drawings Part 1	***Updated*** Drawings Part 1	Drawings Part 1 updated.pdf
Updated Drawings Part 2	***Updated*** Drawings Part 2	Drawings Part 2 Updated.pdf
Addendum 1	Addendum 1 - Notifying Supplier of Updated Drawing Part 1 and Part 2	Addendum 1.pdf
Addendum 2 PART 1	Addendum 2 PART 1	Addendum 2_Part1.pdf
ADDENDUM 2 PART 2	ADDENDUM 2 PART 2	Addendum 2_Part2.pdf
2 REVISION - DRAVING PART 1	2 REVISION - DRAVING PART 1	2 REVISION DRAWING PART 1.pdf
2 REVISION DRAWING PART 2	2 REVISION DRAWING PART 2	2 REVISION DRAWING PART 2.pdf
REVISED TECHNICAL SPECIFICATIONS	REVISED TECHNICAL SPECIFICATIONS	REVISED SPECIFICATIONS.pdf
UPDATED EPA WIFIA PROGRAM & EXHIBITS	UPDATED EPA WIFIA PROGRAM & EXHIBITS	UPDATED EPA WIFIA & APPENDIXES.pdf
Addendum 3 - Pre-Bid Conference	Addendum 3 - Pre-Bid Conference	Addendum 3.pdf
Addendum 4	Addendum 4	Addendum 4.pdf
Addendum 5	Addendum 5	Addendum 5.pdf
Addendum 6	Addendum 6	Addendum 6.pdf
Addendum 7	Addendum 7	Addendum 7.pdf
Addendum 8	Addendum 8	Addendum 8.pdf

Contacts

Name	Email Address
PAULETTE HEMMING TURNER	pturner@fortlauderdale.gov

Event # 401-8: Progresso Village Stormwater Improvements

Commodity Codes

Commodity Code	Description
906-38	General Construction - Architectural
906-40	Graphic Design - Architectural
909-22	Building Construction, Non-Residential (Office Bldg., etc.)
909-24	Building Construction, Commercial and Institutional
909-30	Building Construction (Not Otherwise Classified)
913-56	Construction, Utility/Underground Projects
913-89	Maintenance and Repair, Utility/Underground Projects

Line Details

Line 1: The lump sum price for this item shall be full compensation

Description: The lump sum price for this item shall be full compensation

Item: ALL WORK ASSOCIATED WITH THE MOB The lump sum price for this item shall be full compensation

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 2: The lump sum price for this item shall be full compensation

Description: The lump sum price for this item shall be full compensation

Item: ALL WORK ASSOCIATED WITH THE MAI The lump sum price for this item shall be full compensation

Event # 401-8: Progresso Village Stormwater Improvements

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 3: The lump sum price for this bid item shall be full compensat

Description: The lump sum price for this bid item shall be full compensat

Item: ALL WORK ASSOCIATED WITH THE GIS The lump sum price for this bid item shall be full compensat

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 4: The lump sum price indicated for this bid item shall be full

Description: The lump sum price indicated for this bid item shall be full

Item: ALL WORK ASSOCIATED WITH THE PRE The lump sum price indicated for this bid item shall be full

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/11/2025

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Date:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 5: The lump sum price for this item shall be full compensation

Description: The lump sum price for this item shall be full compensation

Item: STORMWATER PUMP STATION The lump sum price for this item shall be full compensation

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: The lump sum price for this item shall be full compensation

Description: The lump sum price for this item shall be full compensation

Item: VIBRATION AND NOISE MONITORING P The lump sum price for this item shall be full compensation

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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Line 7: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: REMOVE AND DISPOSE OF EXISTING D The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 71.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 8: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: REMOVE AND DISPOSE OF EXISTING D The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 7,166.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 9: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Item: FURNISH AND INSTALL 3.5 FT X 3.5 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 30.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 10: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 3.5 FT X 4.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 11: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 3.5 FT X 5.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 14.0000 **Unit of Measure:** EA

Event # 401-8: Progresso Village Stormwater Improvements

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 12: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 3.5 FT X 6.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 13: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 3.5 FT X 7.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No

Event # 401-8: Progresso Village Stormwater Improvements

**Charges
Allowed:**

Line 14: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 4.0 FT X 4.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 15: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 4.0 FT X 6.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 16: The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 4.5 FT X 6.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 4.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 17: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 5.0 FT X 5.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 18: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 7.0 FT X 8.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Event # 401-8: Progresso Village Stormwater Improvements

Quantity: 1.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 19: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 6 FT DIA. CA The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 20: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 9 FT DIA. CA The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 401-8: Progresso Village Stormwater Improvements

Response:

Allowed:

Responses:

Add On No
Charges
Allowed:

Line 21: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 6.0 FT X 3.5 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 4.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 22: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 6.0 FT X 4.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Event # 401-8: Progresso Village Stormwater Improvements

Line 23: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 6.0 FT X 5.0 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 24: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 7.0 FT X 3.5 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 8.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 25: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 7.0 FT X 7.0 The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Commodity Code: 906-38 General Construction - Architectural

Quantity: 3.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 26: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 8.0 FT X 3.5 The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 7.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 27: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 8.0 FT X 5 F The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Event # 401-8: Progresso Village Stormwater Improvements

Date:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 28: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 8.0 FT X 7 F The unit price for this item shall be full compensation for

Commodity Code: 906-40 Graphic Design - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 29: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 7.0 FT X 14. The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 401-8: Progresso Village Stormwater Improvements

Line 30: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 6 FT DIA. MA The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 4.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 31: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 8 FT DIA. MA The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 3.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 32: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Item: FURNISH AND INSTALL 10 FT DIA. M The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 33: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL CONCRETE COL The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 36.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 34: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL ASPHALT COLL The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 13.0000 **Unit of Measure:** EA

Event # 401-8: Progresso Village Stormwater Improvements

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 35: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

11/26/2024 - Line-item quantity changed from 240,000 LF to 0 LF

Item: FURNISH AND INSTALL 12" HP (DEPT The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 0.0001 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 36: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

11/26/2024 Line-Item Quantity Changed From 40 LF to 1,600 LF

Item: FURNISH AND INSTALL 15" HP (DEPT The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,600.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Event # 401-8: Progresso Village Stormwater Improvements

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 37: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

11/26/2024 Line-Item Quantity Changed From 259 LF to 600 LF

Item: FURNISH AND INSTALL 18" HP (DEPT The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 600.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 38: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

11/26/2024 Line-Item Quantity Changed From 2,081 LF to 2,600 LF

Item: FURNISH AND INSTALL 24" HP (DEP The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2,600.0000 **Unit of Measure:** LF

Event # 401-8: Progresso Village Stormwater Improvements

Measure:

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 39: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

11/26/2024 Line-Item Quantity Changed From 880 LF to 1,350 LF

Item: FURNISH AND INSTALL 30" HP (DEPT The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,350.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 40: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL 36" HP (DEPT The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 620.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

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Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 41: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

11/26/2024 Line-Item Quantity Changed From 3,140 LF to 3,350 LF

Item: FURNISH AND INSTALL 48" HP (DEPT The unit price for this item shall be full compensation on a

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 3,350.0000 **Unit of** LF
Measure:

Requested 11/11/2025
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 42: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL 60" HP (DEPT The unit price for this item shall be full compensation on a

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 3,580.0000 **Unit of** LF
Measure:

Requested 11/11/2025
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 401-8: Progresso Village Stormwater Improvements

Add On No
Charges
Allowed:

Line 43: The unit price for this item shall be full compensation on

Description: The unit price for this item shall be full compensation on

11/26/2024 Line Quantity Changed From 420 LF to 500 LF

Item: FURNISH AND INSTALL 72" RCP (DEP) The unit price for this item shall be full compensation on

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 500.0000 **Unit of** LF
Measure:

Requested 11/11/2025
Delivery
Date:

Require Yes **Price Breaks** No **Allow Alternate** No
Response: **Allowed:** **Responses:**

Add On No
Charges
Allowed:

Line 44: The unit price for this item shall be full compensation on

Description: The unit price for this item shall be full compensation on

Item: FURNISH AND INSTALL 24"X38" ELLI The unit price for this item shall be full compensation on

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 60.0000 **Unit of** LF
Measure:

Requested 11/11/2025
Delivery
Date:

Require Yes **Price Breaks** No **Allow Alternate** No
Response: **Allowed:** **Responses:**

Add On No
Charges
Allowed:

Event # 401-8: Progresso Village Stormwater Improvements

Allowed:

Line 45: The unit price for this item shall be full compensation on

Description: The unit price for this item shall be full compensation on

Item: FURNISH AND INSTALL 43"X68" ELLI The unit price for this item shall be full compensation on

Commodity Code: 906-38 General Construction - Architectural

Quantity: 120.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 46: The unit price for this item shall be full compensation on

Description: The unit price for this item shall be full compensation on

Item: FURNISH AND INSTALL 48"X76" ELLI The unit price for this item shall be full compensation on

Commodity Code: 906-38 General Construction - Architectural

Quantity: 380.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 47: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Item: CONNECT TO AN EXISTING STRUCTURE The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 48: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: CONNECT AN EXISTING PIPE TO A NE The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 49: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: CONNECT PROPOSED PIPE TO EXISTIN The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 46.0000 **Unit of Measure:** EA

Event # 401-8: Progresso Village Stormwater Improvements

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 50: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: HEAVY DESILT AND WATER JETTING E The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10,000.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 51: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: HEAVY DESILT AND WATER JETTING E The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 15,000.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No

Event # 401-8: Progresso Village Stormwater Improvements

**Charges
Allowed:**

Line 52: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: HEAVY DESILT AND WATER JETTING E The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 3,800.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 53: The unit price for this item shall be full compensation on

Description: The unit price for this item shall be full compensation on

Item: HEAVY DESILT AND WATER JETTING E The unit price for this item shall be full compensation on

Commodity Code: 906-38 General Construction - Architectural

Quantity: 435.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 54: The lump sum price for this bid item shall be full compensat

Event # 401-8: Progresso Village Stormwater Improvements

Description: The lump sum price for this bid item shall be full compensat

Item: HEAVY DESILT AND WATER JETTING A The lump sum price for this bid item shall be full compensat

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 55: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL DIP STORMWAT The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 6,060.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 56: The unit price for this item shall be per unit basis for all

Description: The unit price for this item shall be per unit basis for all

Item: FURNISH AND INSTALL 2" AIR RELEA The unit price for this item shall be per unit basis for all

Commodity Code: 906-38 General Construction - Architectural

Event # 401-8: Progresso Village Stormwater Improvements

Quantity: 14.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 57: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL POTABLE WATE The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000

Unit of Measure: LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 58: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL POTABLE WATE The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 60.0000

Unit of Measure: LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 401-8: Progresso Village Stormwater Improvements

Response:

Allowed:

Responses:

Add On No
Charges
Allowed:

Line 59: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL POTABLE WATE The unit price for this item shall be full compensation on a

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 100.0000 **Unit of** LF
Measure:

Requested 11/11/2025
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 60: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL POTABLE WATE The unit price for this item shall be full compensation on a

Commodity 906-38 General Construction - Architectural
Code:

Quantity: 100.0000 **Unit of** LF
Measure:

Requested 11/11/2025
Delivery
Date:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Event # 401-8: Progresso Village Stormwater Improvements

Line 61: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL POTABLE WATE The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 150.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 62: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL POTABLE WATE The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 950.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 63: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL POTABLE WATE The unit price for this item shall be full compensation on a

Event # 401-8: Progresso Village Stormwater Improvements

Commodity Code: 906-38 General Construction - Architectural

Quantity: 80.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 64: Measurement for payment to furnish and install 10" PVC gravi

Description: Measurement for payment to furnish and install 10" PVC gravi

Item: FURNISH AND INSTALL POLYVINYL CH Measurement for payment to furnish and install 10" PVC gravi

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 65: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 6 INCH GATE The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 26.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Event # 401-8: Progresso Village Stormwater Improvements

Date:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 66: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 8 INCH GATE The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 14.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 67: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 20 INCH GATE The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 401-8: Progresso Village Stormwater Improvements

Line 68: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: REPLACE EXISTING WATER SERVICES The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 50.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 69: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: REPLACE EXISTING WATER SERVICES The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 50.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 70: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Item: REPLACE EXISTING WATER SERVICES The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 30.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 71: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: REPLACE EXISTING WATER SERVICES The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 20.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 72: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: REPLACE EXISTING SEWER LATERALS The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000 **Unit of Measure:** EA

Event # 401-8: Progresso Village Stormwater Improvements

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 73: Measurement for payment to install (relocate) existing fire

Description: Measurement for payment to install (relocate) existing fire

Item: RELOCATE EXISTING FIRE HYDRANT A Measurement for payment to install (relocate) existing fire

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 74: Measurement for payment to furnish and install fire hydrant

Description: Measurement for payment to furnish and install fire hydrant

Item: REMOVE AND REPLACE FIRE HYDRANT Measurement for payment to furnish and install fire hydrant

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No

Event # 401-8: Progresso Village Stormwater Improvements

**Charges
Allowed:**

Line 75: The unit price for this item shall be per unit basis for all

Description: The unit price for this item shall be per unit basis for all

Item: SUBSURFACE UTILITY INVESTIGATION The unit price for this item shall be per unit basis for all

Commodity Code: 906-38 General Construction - Architectural

Quantity: 110.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 76: The unit price for this item shall be per unit basis for all

Description: The unit price for this item shall be per unit basis for all

Item: FURNISH AND INSTALL 6" LINESTOPS The unit price for this item shall be per unit basis for all

Commodity Code: 906-38 General Construction - Architectural

Quantity: 18.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 77: The unit price for this item shall be per unit basis for all

Event # 401-8: Progresso Village Stormwater Improvements

Description: The unit price for this item shall be per unit basis for all

Item: FURNISH AND INSTALL 8" LINESTOPS The unit price for this item shall be per unit basis for all

Commodity Code: 906-38 General Construction - Architectural

Quantity: 8.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 78: The unit price for this item shall be per unit basis for all

Description: The unit price for this item shall be per unit basis for all

Item: FURNISH AND INSTALL 12" LINESTOP The unit price for this item shall be per unit basis for all

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 79: The unit price for this item shall be per unit basis for all

Description: The unit price for this item shall be per unit basis for all

Item: FURNISH AND INSTALL 18" LINESTOP The unit price for this item shall be per unit basis for all

Commodity Code: 906-38 General Construction - Architectural

Event # 401-8: Progresso Village Stormwater Improvements

Quantity: 2.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 80: The unit price for this item shall be per unit basis for all

Description: The unit price for this item shall be per unit basis for all

Item: FURNISH AND INSTALL 20" LINES TOP The unit price for this item shall be per unit basis for all

Commodity Code: 906-38 General Construction - Architectural

Quantity: 10.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 81: Measurement for payment of concrete pavement removal and dis

Description: Measurement for payment of concrete pavement removal and dis

Item: REMOVE AND DISPOSE OF EXISTING C Measurement for payment of concrete pavement removal and dis

Commodity Code: 906-38 General Construction - Architectural

Quantity: 3,300.0000

Unit of Measure: SY

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 401-8: Progresso Village Stormwater Improvements

Response:

Allowed:

Responses:

**Add On
Charges
Allowed:** No

Line 82: Measurement for payment of asphalt pavement removal and disp

Description: Measurement for payment of asphalt pavement removal and disp

Item: REMOVE AND DISPOSE OF EXISTING A Measurement for payment of asphalt pavement removal and disp

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,000.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

**Add On
Charges
Allowed:** No

Line 83: Measurement for payment of asphalt pavement will be based up

Description: Measurement for payment of asphalt pavement will be based up

Item: FURNISH AND PLACE ASPHALT (12-IN Measurement for payment of asphalt pavement will be based up

Commodity Code: 906-38 General Construction - Architectural

Quantity: 34,600.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

**Add On
Charges
Allowed:** No

Event # 401-8: Progresso Village Stormwater Improvements

Line 84: Measurement for payment for milling existing asphalt and res

Description: Measurement for payment for milling existing asphalt and res

Item: MILL EXISTING ASPHALT (UP TO 2 Measurement for payment for milling existing asphalt and res

Commodity Code: 906-38 General Construction - Architectural

Quantity: 95,000.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 85: Measurement for payment for milling existing asphalt and res

Description: Measurement for payment for milling existing asphalt and res

Item: RESURFACE ASPHALT (MIN. 1 INCH T Measurement for payment for milling existing asphalt and res

Commodity Code: 906-38 General Construction - Architectural

Quantity: 95,000.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 86: Measurement for payment for restoration of driveways/parking

Description: Measurement for payment for restoration of driveways/parking

Item: RESTORATION OF ASPHALT DRIVEWAYS Measurement for payment for restoration of driveways/parking

Event # 401-8: Progresso Village Stormwater Improvements

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2,970.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 87: Measurement for payment for restoration of driveways/parking

Description: Measurement for payment for restoration of driveways/parking

Item: RESTORATION OF CONCRETE DRIVEWAY Measurement for payment for restoration of driveways/parking

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 88: Measurement for payment for restoration of driveways/parking

Description: Measurement for payment for restoration of driveways/parking

Item: RESTORATION OF PAVER DRIVEWAYS (Measurement for payment for restoration of driveways/parking

Commodity Code: 906-38 General Construction - Architectural

Quantity: 70.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Event # 401-8: Progresso Village Stormwater Improvements

Date:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 89: Measurement for payment for clearing and grading swale will

Description: Measurement for payment for clearing and grading swale will

Item: CLEARING AND GRADING SWALE Measurement for payment for clearing and grading swale will

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,514.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 90: Measurement for payment for removing, furnishing and install

Description: Measurement for payment for removing, furnishing and install

Item: REMOVE AND REPLACE TYPE F CURB A Measurement for payment for removing, furnishing and install

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 401-8: Progresso Village Stormwater Improvements

Line 91: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL SOD (ST. AUG) The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 2,000.0000 **Unit of Measure:** SY

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 92: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL TREES (LIVE) The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 93: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Item: FURNISH AND INSTALL TREES (SILVE The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 15.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 94: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL SHRUBS (RED The unit price for this item shall be full compensation for

Commodity Code: 906-38 General Construction - Architectural

Quantity: 60.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 95: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: REMOVE TREES, BUSHES AND SHRUBS The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Event # 401-8: Progresso Village Stormwater Improvements

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 96: The unit price for this item shall be full compensation on a

Description: The unit price for this item shall be full compensation on a

Item: FURNISH AND INSTALL ROOT BARRIER The unit price for this item shall be full compensation on a

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 97: The lump sum price for this bid item shall be full compensat

Description: The lump sum price for this bid item shall be full compensat

11/8/2024 - Line-Item quantity changed from 10 to 1

Item: FURNISH AND INSTALL TREE PROTECT The lump sum price for this bid item shall be full compensat

Commodity Code: 906-38 General Construction - Architectural

Event # 401-8: Progresso Village Stormwater Improvements

Quantity: 1.0000

Unit of Measure: LS

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 98: The per unit price for this bid item shall be full compensat

Description: The per unit price for this bid item shall be full compensat

Item: REMOVE AND REINSTALL DECORATIVE The per unit price for this bid item shall be full compensat

Commodity Code: 906-38 General Construction - Architectural

Quantity: 4.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 99: The per unit price for this bid item shall be full compensat

Description: The per unit price for this bid item shall be full compensat

Item: REMOVE AND REINSTALL SIGNS The per unit price for this bid item shall be full compensat

Commodity Code: 906-38 General Construction - Architectural

Quantity: 5.0000

Unit of Measure: EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 401-8: Progresso Village Stormwater Improvements

Response:

Allowed:

Responses:

Add On No
Charges
Allowed:

Line 100: The per unit price for this bid item shall be full compensat

Description: The per unit price for this bid item shall be full compensat

Item: REMOVE AND REINSTALL MAIL BOXES The per unit price for this bid item shall be full compensat

Commodity Code: 906-38 General Construction - Architectural

Quantity: 24.0000 **Unit of Measure:** EA

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 101: Rehabilitation of line 72" RCP pipe. If necessary, as determ

Description: Rehabilitation of line 72" RCP pipe. If necessary, as determ

Item: 72" RCP PIPE REHABILITATION Rehabilitation of line 72" RCP pipe. If necessary, as determ

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1,200.0000 **Unit of Measure:** LF

Requested Delivery Date: 11/11/2025

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Event # 401-8: Progresso Village Stormwater Improvements

Line 103: Furnish and Install Concrete Sidewalk at Driveways, 6 inch

Description: Furnish and Install Concrete Sidewalk at Driveways, 6 inch

Item: CONCRETE SIDEWALK AT DRIVEWAYS, Furnish and Install Concrete Sidewalk at Driveways, 6 inch

Commodity Code: 906-38 General Construction - Architectural

Quantity: 100.0000 **Unit of Measure:** SY

Requested Delivery Date: 10/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 104: Furnish and Install Concrete Sidewalk, 4 inch Thick (Includ

Description: Furnish and Install Concrete Sidewalk, 4 inch Thick (Includ

Item: CONCRETE SIDEWALK, 4 INCH THICK Furnish and Install Concrete Sidewalk, 4 inch Thick (Includ

Commodity Code: 906-38 General Construction - Architectural

Quantity: 500.0000 **Unit of Measure:** SY

Requested Delivery Date: 10/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 105: The unit price for this item shall be full compensation for

Description: The unit price for this item shall be full compensation for

Item: FURNISH AND INSTALL 11 FT DIA. M The unit price for this item shall be full compensation for

Event # 401-8: Progresso Village Stormwater Improvements

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** EA

Requested Delivery Date: 10/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 106: Pavement Marking Restoration

Description: Pavement Marking Restoration

Item: PAVEMENT MARKING RESTORATION Pavement Marking Restoration

Commodity Code: 906-38 General Construction - Architectural

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 10/31/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

CITY OF FORT LAUDERDALE
CONTRACT AND SPECIFICATIONS PACKAGE

BID/EVENT NO. 401

PROJECT NO. 11843

**PROGRESSO VILLAGE
NEIGHBORHOOD STORMWATER
IMPROVEMENT PROJECT**



PAULETTE HEMMINGS TURNER
SENIOR PROCUREMENT SPECIALIST
Telephone: (954) 828-5139 E-mail: Pturner@fortlauderdale.gov

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

Affidavit of Compliance with Foreign Entity Laws
CITB Questionnaire Sheet
CITB Specific References
CITB Trench Safety
City of Fort Lauderdale Bid/Proposal Construction Bid Certification Page
E-Verify Statement
Non-Collusion Statement
Non-Discrimination Certification Form

INVITATION TO BID

Sealed bids will be received electronically until 2:00 p.m., local time, on 12/2/2024, and opened online immediately thereafter for BID/EVENT NO., 401, PROJECT NO. 11843, PROGRESSO VILLAGE NEIGHBORHOOD STORMWATER IMPROVEMENT PROJECT.

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

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

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated in 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.

This project is located between Sunrise Blvd, NW 9th Ave, Progresso Dr, and Broward Blvd, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, stormwater infrastructure removal & installation, water main relocation, Cured In Place Pipe (CIPP) pipe lining, pavement restoration & installation, pump station, landscaping removal and installation, tree removal and installation, swale restoration, and Maintenance of Traffic (MOT).

THE FOLLOWING IS APPLICABLE TO THIS SOLICITATION IF CHECKED:

- LUMP SUM BID** - City shall pay awarded bidder the Contract Price for the performance of work described in this Invitation for Bid. Payment shall be at the lump sum price stated in this Invitation to Bid and/or resultant contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the contract documents. The cost of any item of work not covered in this solicitation shall still be provided and the cost borne by the contractor. **NO CHANGE ORDERS WILL BE ALLOWED UNLESS IT IS OWNER-DRIVEN AND INITIATED BY THE CITY.**

Grant/loan - Funded Project: This project is funded by a Water Infrastructure Financing and Innovation Act (WIFIA) by the United States Department of Environmental Protection Agency. Also funded by Florida Department of Environmental Protection (FDEP) grant. The awarded bidder shall adhere to all terms and conditions of the grant and loan.

Drawing Plans: This Project consists of Drawing File No., **4-144-50**, consisting of **170** sheets. Drawing plans may be obtained **free of charge** at the City's online strategic sourcing platform.

Licensing Requirements: Possession of the following is required for this Project: Florida Certified General Contractor License or any other State or County License(s), Certification(s) or Registration(s)

deemed legally permissible by the City to conduct the nature of the work required in this solicitation. is required for this Project. Bidder should submit a copy of license to be submitted with bid response.

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

NOTE: Payment on this contract will be made by Check.

Pre-Bid Meeting/Site visit: There will not be a pre-bid conference or site visit for this Invitation to Bid.

It will be the sole responsibility of the bidder to inspect the City's location(s)/facilities and become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

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

Bid Bonds:

Bidders can submit bid bonds **four** different ways.

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

It will be the sole responsibility of the bidder to ensure that its bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE CITY'S ONLINE STRATEGIC SOURCING PLATFORM.**

Certified Checks, Cashier's Checks and Bank Drafts:

These **CANNOT** be submitted via the City's online strategic sourcing platform, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 101 NE 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

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

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

For information concerning technical specifications, please utilize the Q&A platform provided on the City's online strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>
For general inquiries, please call (954) 828-5933.

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INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

FORMS OF BIDS - Each bid and its accompanying statements **MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED,** and must show the name of the bidder and a statement as to its contents. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents

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

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

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

BID BOND - A certified check, cashier's check or bank officer's check made payable to the City of Fort Lauderdale, or a bid bond in favor of the City of Fort Lauderdale shall accompany each bid as evidence of the good faith and responsibility of the bidder. The amount of the check or bond shall be retained by the City as liquidated damages in the event the bidder whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this Invitation to Bid.

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

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

FILLING IN BIDS - All prices must be electronically submitted in the bid pages, and bids must fully cover all items for which prices are asked and no other. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

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

BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120)

days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

ADDITIONAL ITEMS OR SERVICES: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

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

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

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

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

BID PROTEST PROCEDURE: Any bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's website at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

WITHDRAWALS - Any bidder may, without prejudice to himself, withdraw its bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in

writing and signed in the same manner and by the same person who signed the bid. After expiration of the period for receiving bids, no bids can be withdrawn, modified, or explained.

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is responsive and responsible, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

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

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

DRAWING PLANS - Drawing plans may be obtained **free of charge** from the City's on-line strategic sourcing platform.

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, (“Bond”), in accordance with Section 255.05, Florida Statutes (2023), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2023), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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

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

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted

by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

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

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

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes (2022).

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

LOCAL BUSINESS PREFERENCE - NA

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE - Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

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

LOBBYING ACTIVITIES - **ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

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GENERAL CONDITIONS

Unless otherwise modified in the Project's Special Conditions, the following General Conditions shall be part of the Contract:

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

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

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

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

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

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract.

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

"Contractor" – shall mean the successful Bidder who has been employed by the City to perform the construction and related services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from

reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

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

GC- 04 – CONSTRUCTION RESOURCES – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

GC - 05 - CONTROL OF THE WORK - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

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

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

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

GC - 07 - QUANTITIES - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

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

GC - 08 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 09 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

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

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

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to proceeding with the Work.

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

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

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

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

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

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

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

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

GC - 17 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION - Prior to commencing work, Contractor shall provide to the City a list of all personnel and sub-contractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company

photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

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

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

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

GC - 21 - JOB DESCRIPTION SIGNS – Contractor, at Contractor’s expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

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

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

GC - 22 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

GC - 23 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first 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.

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

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

GC - 28 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 29 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of

Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

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

GC - 30 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

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

GC - 31 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 32 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to. Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), 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 (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), 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 (2024)

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

GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

GC - 34 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Bidder's response to the Solicitation purporting to require confidentiality of any portion of the Bidder's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Bids purporting to be subject to copyright protection in full or in part will be rejected. The bidder authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: (954) 828-5002

Mailing Address: City Clerk's Office
1 East Broward Boulevard, Suite 444

Fort Lauderdale, FL 33301

E-mail: prcontract@fortlauderdale.gov

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.

GC – 35 - ANTI-HUMAN TRAFFICKING, KIDNAPPING, CUSTODY AND RELATED OFFENSES -

Bidder, proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2023 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a city solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2023 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2023 Florida Statutes.

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SPECIAL CONDITIONS

01. PURPOSE

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

02. TRANSACTION FEES

The City uses the [City's on-line strategic sourcing platform](#) INFOR, to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through the [City's on-line strategic sourcing platform](#), and that any bid security reaches the City of Fort Lauderdale, Procurement Services Division, 101 North East 3rd Avenue, Suite 1650, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.** In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Paulette Hemmings Turner at (954) 828-5139 or email at PTurner@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

05. CONTRACT TIME

5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **30** calendar days of the date of the Notice to Proceed.

- 5.2 The Pump Station shall be Substantially Completed within **540** calendar days) after the date when the Contract Time commences to run as provided in the Notice to Proceed. Contractor shall submit all shop drawings for critical pump station components and long lead time items within 60 days of Notice to Proceed. These components shall include, but not be limited to, pumps, pump station valves, pump station piping, electrical components, generator skid with fuel tank, automatic transfer switch, and electrical panels.
- 5.3 The Drainage, Stormwater Force Main, Utility Relocation, Paving and Restoration, and Landscaping Work shall be Substantially Completed within **570** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **630** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

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

Possession of the following is required for this Project: Florida Certified General Contractor License or any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation is required for this Project. Bidder should submit a copy of license to be submitted with bid response.

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

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor shall have previous construction experience in constructing stormwater drainage pipe ranging from 12 inches to 72 inches, water quality structure installation, Cured In Place Pipe (CIPP) pipe lining, pump stations, and water & sewer main pipe installation ranging from 6 inches to 12 inches in the State of Florida within the last five (5) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and email address.

NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO

**INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES
OTHER THAN THE CITY OF FORT LAUDERDALE.**

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

09. BID ALLOWANCE

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

The amount indicated is intended to be sufficient to cover the entire Project. If the City's permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of the City's permit fees required for project completion.

Allowances	Amount \$
Permit, Licenses & Fees Allowance	600,000
Additional Testing by Request of Owner	75,000
FPL Allowance	275,000
Emergency Pumping During Storm Event	250,000
Contaminated Soil and/or Groundwater Services	225,000
TOTAL:	\$1,425,000.00

Contingencies	Amount
Undefined Conditions Allowance	2,500,000
TOTAL:	\$2,500,000.00

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

Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, 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 included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

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.

Crane and Rigging Liability

If the contractor will be utilizing crane and rigging, 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.

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.

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 included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- 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, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

All required insurance policies must be maintained until the Agreement 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 FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

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

11. PERFORMANCE AND PAYMENT BOND: 100%

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Scarlet Del Valle whose address is 101 NE 3rd Ave, Suite 1410, Fort Lauderdale, FL 33301, telephone number: (954) 828-5580, and e-mail address is sdelvalle@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and

every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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

Payment on this Contract will be made by check.

15. WORK SCHEDULE (including overtime hours):

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**

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

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

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

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CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this _____ day of _____, 20____, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and _____, a Florida company/corporation (“Contractor”), (“Party” or collectively “Parties”);

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

- 1.7 Change Order - A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor’s response to the City’s Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The amount established in the bid submittal and award by the City’s City Commission, as may be amended by Change Order.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the work.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.

- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the condition’s precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 Plans - The official graphic representations of this Project that are a part of the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The construction project described in the Contract Documents, including the

Work described therein.

- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when written notice is provided by the City to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the project is substantially completed, the City will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

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

PROGRESSO VILLAGE NEIGHBORHOOD STORMWATER IMPROVEMENTS PROJECT. ITB 401 PROJECT 11843

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

PROJECT DESCRIPTION

This project is located between Sunrise Blvd, NW 9th Ave, Progresso Dr, and Broward Blvd, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, stormwater infrastructure removal & installation, water main relocation, Cured In Place Pipe (CIPP) pipe

lining, pavement restoration & installation, pump station, landscaping removal and installation, tree removal and installation, swale restoration, and Maintenance of Traffic (MOT).

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Scarlet Del Valle, whose address is 101 NE 3rd Ave, Suite 1410, Fort Lauderdale, FL 33301, telephone number: (954) 828-5580, and email address is sdelvalle@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets [] to [] inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No.377, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. 377, dated _____.
- 4.13 Schedule of Completion.

- 4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated _____, and any attachments.
- f. Invitation to Bid No.377, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No. _____, dated _____.
- h. Schedule of Values.
- i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **30** calendar days of the date of the Notice to Proceed.
- 5.2 The Pump Station shall be Substantially Completed within **540** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed. Contractor shall submit all shop drawings for critical pump station components and long lead time items within 60 days of Notice to Proceed. These components shall include, but not be limited to, pumps, pump station valves, pump station piping, electrical components, generator skid with fuel tank, automatic transfer switch, and electrical panels.
- 5.3 The Drainage, Stormwater Force Main, Utility Relocation, Paving and Restoration, and Landscaping Work shall be Substantially Completed within **570** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **630** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of \$ [REDACTED], constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end

of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor by check.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table

condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.
- 8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
 - 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
 - 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the

Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

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

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

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

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

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or

inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption

of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

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

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

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

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

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

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

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

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises

until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

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

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

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

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

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

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

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

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not

entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

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

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

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

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

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of

this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

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

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

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2023), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

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

10.3 Insurance:
As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, 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 included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

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.

Crane and Rigging Liability

If the contractor will be utilizing crane and rigging, 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.

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.

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

- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- o. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- p. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

All required insurance policies must be maintained until the Agreement 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 FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

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

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

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

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects,

whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

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

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

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

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

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified

by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

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

the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

14.1 Cost of the Work: The term “Cost of the Work” means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker’s compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

14.1.3.4 Royalty payments and fees for permits and licenses.

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

14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

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

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

14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

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

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.

- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
 - 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

17.2.7 If the Contactor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

Scarlet Del Valle
Project Manager

City of Fort Lauderdale
101 NE 3rd Ave, Suite 1410
Fort Lauderdale, Florida 33301-1016
Telephone: (954) 828-5580
E-mail: SDelvalle@fortlauderdale.gov

with copies to:

City Manager
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

and

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

To the Contractor:

Telephone: _____
E-mail: _____

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or

legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement

shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), 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 (2023), 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 (2023), 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 (2023), as may be amended or revised.

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

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), 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 (2023), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444 FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

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

22.11 Non-Discrimination

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

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

22.12 E-Verify

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

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

Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

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

22.13 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or service as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

Progresso Village Neighborhood Stormwater Improvement Project
(Contractor)
Project #11843

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
SUSAN GRANT
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

By: _____

Print Name: _____

Print Name

Title: _____

ATTEST:

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

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

10

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

Appendix A

WIFIA

TERMS AND CONDITIONS

APPENDIX: WIFIA SPECIFICATION PACKAGE AND BID CONTRACT LANGUAGE

Last Updated: November 2022

This is a reference document that provides all necessary contract language for WIFIA funded projects. Please note that some of the contract language in this package is required and must be included verbatim and some is suggested. For *Suggested Contract Language*, you may use your own language so long as it still ensures that provisions are included to guarantee compliance with the federal requirements.

EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THE FEDERAL LANGUAGE PROVISIONS WITH RESPECT TO STATE OR LOCAL LAW.

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Suggested Contract Language:

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Suggested Contract Language:

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

CIVIL RIGHTS, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES

AGE DISCRIMINATION ACT, SECTION 504 OF THE REHABILITATION ACT, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND SECTION 13 OF THE CLEAN WATER ACT

Suggested Contract Language:

CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, *et. seq*)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et. seq*)
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

EQUAL EMPLOYMENT OPPORTUNITY

Required Contract Language. *Note the requirements include three separate sections to include in contracts: EEO, Standard Federal Equal Employment Opportunity Construction Contract Specifications, and Segregated Facilities. This language must be included verbatim:*

Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Standard Federal Equal Employment Opportunity Construction Contract Specifications. (41 CFR 60-4.3)

- 1) As used in these specifications:
 - a) “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b) “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) “Minority” includes:
 - i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- 5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the

union referral process has impeded the Contractor's efforts to meet its obligations.

- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations

under these specifications are being carried out.

- n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the

implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Segregated Facilities. (41 CFR 60-1.8) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Required EEO language in bid solicitations only (or equivalent). Goals for minority participation must be filled in for the locality of work.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) located at 41 CFR § 60-4.2:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year ²	6.9% ³

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

² Goals can be found at: <https://www.dol.gov/agencies/ofccp/construction>

³ Nationwide goal for all covered areas

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN PROCUREMENT UNDER EPA FINANCIAL ASSISTANCE AGREEMENTS

Note: The WIFIA program only requires use of the EPA DBE program's six good faith efforts during contract procurement. States may require additional DBE reporting.

Suggested Contract Language:

Disadvantaged Business Enterprises (DBE). The contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project]. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>.

AMERICAN IRON AND STEEL (AIS) REQUIREMENT

Suggested Contract Language:

The Contractor acknowledges to and for the benefit of **[Insert WIFIA Borrower Name]** (“Purchaser”) and the United States Environmental Protection Agency (“EPA”) that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

LABOR LAWS AND STANDARDS

Note that the language below addresses Davis Bacon and Related Acts and incorporates the WIFIA borrower as an authorized representative, in accordance with the WIFIA loan agreement, to ensure compliance with this federal requirement.

Required Contract Language.

Compliance with Davis-Bacon and Related Acts.

(a) In any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its

subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The WIFIA assistance recipient, [name of WIFIA borrower], on behalf of the U.S. Environmental Protection Agency (EPA), shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the WIFIA assistance recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor

may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. [name of WIFIA borrower], shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) {no text here}

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to [name of WIFIA borrower] . The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to [name of WIFIA borrower], for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to [name of WIFIA borrower]).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of [name of the borrower, EPA, or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA may, after written notice to the [name of WIFIA borrower], take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to

and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the WHD Administrator determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and [name of WIFIA borrower], EPA, the U.S.

Department of Labor, or the employees or their representatives. (10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The [name of WIFIA borrower] shall upon its own action or upon written request of an authorized representative of the Department of Labor, or the EPA, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the EPA shall cause or require the [name of WIFIA borrower] to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the [name of WIFIA borrower], EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

LATEST UPDATES ON FEDERAL REQUIREMENTS

BUILD AMERICA, BUY AMERICA ACT

Other language may be included on contracts for clarity on this federal requirement if an applicable waiver applies. For example, if the WIFIA program has determined program waiver coverage, indicate in contract documents, “This Project is covered under the WIFIA Program Waiver (June 22, 2022), which waives BABA requirements.”

Suggested Contract Language:

Build America, Buy America (Effective May 14, 2022)

The Contractor acknowledges to and for the benefit of (“Purchaser”) and the United States Environmental Protection Agency (“EPA”) that it understands the goods and services under this Agreement are being funded with federal monies made available by the Water Infrastructure Finance and Innovation Act program of EPA that have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Purchaser or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Suggested Contract Language:

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities or using such equipment.
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Appendix B

WAGE DETERMINATION

Superseded General Decision Number: FL20230107

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/12/2024

* ELEC0728-006 03/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 37.90	14.61

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0272-005 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.75	15.27

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0365-007 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	12.38

* SUFL2009-146 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00 **	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00 **	8.64
LABORER: Common or General.....	\$ 9.87 **	3.24
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	2.42

LABORER: Power Tool Operator
(Hand Held Drills/Saws,

Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 18.77	1.87
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 14.00 **	2.42
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Appendix C

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1-A

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

Attachment 1-A

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22FRP119**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Fort Lauderdale Progresso Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$13,495,743 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made Choose an item or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to match requirements must demonstrate to the Department that the Grantee has designated the necessary amount of funds as match, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:
\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000 Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

- a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

- b. Paragraph 8.i. of Attachment 1 is deleted.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

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- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

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The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

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collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

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

PROJECT NO. P11843

**STORMWATER MASTER PLAN MODELING
AND DESIGN IMPLEMENTATION**

**STORMWATER IMPROVEMENTS
PROGRESSO VILLAGE**

Issued for BID



SPECIFICATIONS VOLUME 1 OF 2

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

**Scarlet Del Valle
Project Manager II**

**Paulette Hemmings Turner
SENIOR PROCUREMENT SPECIALIST
Telephone: (954) 828-5139 E-mail: Pturner@fortlauderdale.gov**

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Note: The following documents are available electronically for completion and must be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

CITB Prime Contractor Identification
CITB Questionnaire Sheet
CITB Trench Safety
Non-Collusion Statement
Non-Discrimination Certification Form
Contract Payment Method
Construction Bid Certification Page

SECTION 01001

GENERAL REQUIREMENTS

PART 1 – GENERAL REQUIREMENTS

1.01 THE REQUIREMENT

- A. A brief description of the Work is stated in the Notice to Contractors. To determine the full scope of the Project or any particular part of the Project, coordinate the applicable information in these Contract Documents.
- B. The work under this Contract shall be performed by the Contractor as required by the City. Work will be authorized in the form of a Notice to Proceed issued to the Contractor. The Contractor shall complete all work in the Contract within the number of calendar days stipulated in the Contract unless an extension in the time of completion is granted by the Engineer, as stated in the Instructions to Bidders. Upon completion of the work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all work done.
- C. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.
- D. The Contractor shall become familiar with the existing operating conditions of the City's stormwater system and pumping stations and take such into consideration in planning and scheduling work. No extra claims shall be made for work required to achieve conditions beyond those obtainable under normal operation of the existing transmission, collection and pumping facilities necessary to accomplish the work.

1.02 DOT SPECIFICATIONS

- A. Portions of The Florida Department of Transportation Standard Specifications for Road and Bridge Construction and their Roadway and Traffic Design Standards, hereinafter referred to as the DOT Standard Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein. Such reference shall mean the current edition, including all supplements. In case of a conflict in the requirements of the DOT Specifications and the requirements stated herein, the requirements herein shall prevail.
- B. Contractor will be required to submit MOTs for work in the county and state highways and City streets. Contractor shall coordinate with MOTs for near or highway work and obtain approval for all traffic control as required by the permits contained elsewhere in this section.

PART 2 - SEQUENCE OF OPERATIONS

2.01 SCHEDULING

- A. General: Prepare and submit schedule in accordance with the provisions of Section 01310 - Progress Schedules.

- B. Plan the Work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the Engineer and City representative to develop an approved work schedule, which will permit the work areas to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times, and at no additional cost to the City. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.
- C. No work shall be started until the Contractor has received approved shop drawings, established material/delivery dates for all equipment, and received approval of the construction schedule from the Engineer or City. The Contractor shall have sufficient manpower, equipment, and material to complete the project.
- D. No work shall commence without express consent of the Engineer or City.
- E. If a privately owned staging area is required, no work shall commence until approval of the facility is obtained from City Planning and Zoning. Submit a copy of the approval and agreement to the City.

2.02 MOBILIZATION AND DEMOBILIZATION

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

2.03 COORDINATION

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

2.04 MAINTENANCE AND SHUTDOWN OF EXISTING OPERATIONS OR UTILITIES

- A. Continuous operation of the City's service functions is of critical importance. The Contractor's work shall not result in the interruption of sewage, water, or solid waste service to any customers.
- B. In performing the work shown and specified, the Contractor shall plan and schedule his work to meet the daily and seasonal operating requirements of the City's facilities.
- C. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulator agency fines and all other labor, materials, and costs associated with any contamination of the potable water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.

- D. Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the City, the Engineer and the City's agents from any and all legal action which may arise from contamination of the potable water supply caused directly or indirectly by the Contractor in the performance of the work.
- E. Minimizing conflicts with the ongoing area-wide commercial activities is of critical importance. The Contractor's work shall minimize the interruption of operations at any facility or business.
- F. Connections to existing services or utilities, or other work that requires the temporary shutdown of any existing operations or utilities shall be planned in detail with appropriate scheduling of the work and coordinated with the City or Engineer in writing. The Contractor shall schedule short-term and extended shutdowns in advance and shall present all desired shutdowns in the 30 and 60-day schedules at the construction progress meetings.
- G. Seven (7) business days advanced notice shall be given in order that the City or Engineer may witness the shutdown, tie-in, and startup. The temporary shutdown must be approved by the City and coordinated with the Water Facilities Manager and the Distribution System Manager. All tie-in and bypass operations shall be the responsibility of the Contractor and are considered incidental to the cost of construction and provided at no additional cost to the City.
- H. If in the judgment of the City or Engineer, a requested shutdown is not required for the Contractor to perform the Work, the Contractor shall utilize approved alternative methods to accomplish the Work.
- I. Where required in the Construction Sequence, the Contractor shall proceed with the Work continuously, 24 hours/day, 7 days/week, start to finish, until the Work is completed and normal plant operation is restored.
 - All materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand prior to the shutdown of existing services or utilities.
- K. If the Contractor completes all required Work before the specified shutdown period has ended, the City may immediately place the existing system back into service.
- L. Short term shutdowns of the existing pipelines will be allowed for tie-ins to existing facilities, installation of temporary bulkheads, etc. All such shutdowns shall be scheduled for low flow period during the daily diurnal water demand as determined by the Water Facilities Manager and shall generally be limited to four (4) hours or less depending on water demand, system pressure, weather forecast and amount of potable water stored onsite. The schedule and duration of short-term shutdowns shall be at the discretion of the City.
- M. The City shall have the authority to order Work postponed, stopped or prohibited that would, in his opinion, unreasonably result in interrupting the necessary functions of the existing raw water pipelines or treatment plant operation.
- N. If the Contractor impairs performance or operation of the existing pipelines as a result of not complying with specified provisions for maintaining pipeline, then the Contractor shall immediately make all repairs or replacements and do all work

necessary to restore the existing pipelines to operation to the satisfaction of the City and the Engineer. Such work shall progress continuously to completion on a 24-hours per day, seven workdays per week basis.

2.05 OPERATION OF EXISTING SYSTEM PROHIBITED

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

PART 3 - SITE CONDITIONS

3.01 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The Contractor shall be responsible for all restoration of disturbed areas encountered as pre-existing site conditions whether or not specifically shown or denoted on the Contract Documents. It is the Contractor's responsibility to fully familiarize itself with the project site and restoration requirements of the Measurement and Payment Section and to adequately reflect compensation for these items in its initial bid. Failure of the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless if such representations are expressly stated in the Contract, and if the Contract expressly provides that the responsibility therefore is assumed by the City.

3.02 INFORMATION ON SITE CONDITIONS

- A. General: Information obtained by the City or Engineer regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the City upon request. Such information is offered as supplemental information only. Neither the Engineer nor the City assumes any responsibility for the completeness or interpretation of such supplemental information.
- B. Where appropriate, subsurface boring logs are provided for supplemental informational purposes only. Contractor shall interpret this data at his own RISK.

3.03 UTILITIES

- A. The Contractor shall be responsible for determining and/or confirming, at his cost, the locations of all utilities within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.
- B. The Contractor shall contact potential affected utilities as provided in Section 01040 - Coordination.
- C. The Contractor shall contact Sunshine State One Call at 1-800-432-4770 at two (2) full business days prior to an excavation and make arrangements for locating all utilities in the project area.

3.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to utilities, telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor with the owner of the utility affected.
- B. Notify all utility offices which are affected by the construction operation at least seven (7) working days in advance. Under no circumstances expose an utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The Contractor shall be solely and directly responsible to the City and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- D. Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental leakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. In the event the Contractor encounters water service lines or sewer laterals that interfere with trenching, he may, after obtaining prior approval of the property owner, the Engineer and the City, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.
- G. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the Engineer.

3.05 INTERFERING STRUCTURES

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

3.0 EASEMENTS

- A. Where portions of the work are located on public or private property, easements and permits will be obtained from the City, except as otherwise noted in these Specifications. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the City. It shall be the Contractor's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The Contractor shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided from the City or street rights-of-way, shall be the responsibility of the Contractor as specified herein. The Contractor shall provide immediate notice to the City of any damage to fencing and provide temporary fencing as required to provide a functionally similar level of security. The Contractor shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized from the Engineer, the Contractor will be required to furnish the City with written releases from property owners or public agencies where side agreements or special easements have been made from the Contractor or where the Contractor's operations, for any reason, have not been kept within the construction right-of-way obtained from the City or the street right-of-way.
- B. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the Contractor shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.
- C. Prior to removing an existing structure or item, provide written notice to the City at least fourteen (14) days in advance of the anticipated removal.

PART 4 - SAFETY AND CONVENIENCE

4.01 SAFETY AND ACCESS

- A. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkways and trenches or excavations in roadways. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the Engineer.
 - B. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained, and in a fully operational state at all times.
 - C. The Contractor shall notify all residences and businesses of planned construction at least seven (7) days prior to the start of work in the block where they are located. Such notices shall be brochures or door-hangers with sufficient information to describe the extent and duration of the planned work. Notification activities shall be coordinated with the City.
 - D. Homeowners and business owners shall be provided reasonable access. The Contractor shall provide temporary sidewalks, bridges or driveway access, including safe passage over open excavations as required.
- 4.02 ACCIDENT REPORTS
- A. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer.
 - B. If a claim is made against the contractor or an subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.
- 4.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS
- A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the work, and the Contractor shall provide proper facilities for such access and inspection.
- 4.04 PROTECTION OF PROPERTY
- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction no less than one (1) week and no more than two (2) weeks in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access to all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding two (2) hours, unless the Contractor has made special arrangements with the affected persons.

- B. The Contractor shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the Engineer, and the City.

4.05 FIRE PREVENTION AND PROTECTION

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

4.06 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

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

PART 5 - PRESERVATION, RESTORATION, AND CLEANUP

5.01 SITE RESTORATION AND CLEANUP

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace excavated areas as specified in Section 02222 – Excavation and Backfill for Utilities and Section 02224 – Excavation and Backfill for Structures, raked and graded to conform to their original contours.

5.02 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded

to drain and blend in with the adjoining property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain. Grassed areas shall be restored as specified.

PART 1 - PERMITS

1.01 GENERAL

A. Permits obtained from the City include the following:

1. Environmental Resources Permit, Chapter 2-344
2. ROW Permits
3. Development and Environmental Review Approval
4. Local, County, and State contracting licenses including Broward County Environmental Resources License (ERL) and Surface Water Management (SWM) License.
5. U.S. Army Corps of Engineers

B. Permits to be obtained from the Contractor include, but are not limited to, the following:

1. Stormwater Pollution Prevention Plan (SPPP) CGP: 2-21.300
 2. Building Permit
 3. Tree Removal/Replacement License
 4. Dewatering approval
 5. If required, notify City of Fort Lauderdale Water Department prior to removing fire hydrants.
- Local, County, and State approvals, including but not limited to Broward County RER ERL, Aquatic and Wetland Resources and ERP/SWM License.

C. The Contractor shall comply with all applicable permit conditions.

- END OF SECTION

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SECTION 01005

INTENT OF DRAWINGS AND SPECIFICATIONS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Intent of specifications and drawings is to cover an installation complete in every respect. It is not intended to give every detail on drawings and in specifications. The City will not be responsible for a deficiency of an detail which the Contractor may require, nor for an special construction which may be found necessary as work progresses. If an item is either indicated or specified, it shall be considered sufficient for inclusion of said item in contract. The Contractor shall furnish and install materials and equipment usually furnished with such systems, and as needed to complete an operating installation, whether mentioned or not, which are customary to its trade.
- B. Incidental accessories not usually shown or specified but which are necessary for the proper installation and operation shall be included in work without additional cost to the City, the same as if herein specified.
- C. An apparatus, appliance, material or work not shown on the drawings but mentioned in the specifications, or vice versa, or an incidental accessories necessary to make the work complete and ready for operation, shall be furnished, delivered, and installed by the Contractor without additional cost to the City.
- D. The City's or Engineer's interpretation of drawings and specifications shall be final and binding upon Contractor.
- E. The Contractor shall visit site prior to submitting bid, and thoroughly investigate and verify all conditions under which work shall be performed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

- END OF SECTION -

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SECTION 01010

SUMMARY OF WORK

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water and essential communications for the performance of all labor, work and/or other operations as required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the Work in good faith, shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.
- B. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- C. The principal features of the Work to be performed under this Contract include site, civil, mechanical, maintenance of traffic and all related work associated with the Progresso Village Stormwater Improvements. This work includes construction of a new stormwater pump station, collection and transmission infrastructure, including catch basins, inlets, stormwater gravity piping, manholes, conflict structures, outfalls, inline check valve, infiltration trenches, potable water main relocations, gas main relocations, buried fiber and electric relocations (as needed), utility locations, the installation of all tie-ins, roadway replacement, pavement restoration, sidewalk replacement, sod restoration, tree protection, tree relocation, and related work. Also included in the Contract is all material, labor, and equipment for demolition, disposal, maintenance of operations during construction, erosion and sedimentation control, removal and disposal of contaminated soils and groundwater, if any, startup and testing of the new facilities, operation and maintenance manuals, record documents, test equipment and all other appurtenant and miscellaneous work required for completion of the work, in accordance with the Contract Documents and not included in other bid items.

1.02 CONTRACT DOCUMENTS

- A. The Work to be done is shown on the Drawings entitled City of Fort Lauderdale Stormwater Improvements Progresso Village Neighborhood. The numbers and titles of all Drawings appear on the index sheets of the Drawings. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically such as 05010, 11005, 15114, etc. The term Division is used as a convenience term meaning all Sections

within a numerical grouping. For example, Division 2 would thus include Sections 02000 through 02999 and would mean all site work specifications.

- C. Contractor shall note that if there is a conflict between any of the Contract Documents the more stringent requirement shall apply and shall be furnished at no additional cost to the City.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the City for approval. No such departures shall be made without the prior written approval of the City. Approved changes shall be made without additional cost to the City for this work or related work under other Contracts of the Project.
- B. The specific equipment proposed for use by the Contractor on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the City, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

1.04 CONSTRUCTION PERMITS AND ENCROACHMENTS

- A. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. The Contractor, once permit is issued and received, shall furnish a copy to the Engineer and City.
- B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.
- C. Agencies requiring permits for this project may include, but are not limited to:
 1. City of Fort Lauderdale Department of Sustainable Development
 2. City of Fort Lauderdale Transportation and Mobility
 3. Broward County Traffic Engineering Division
 4. South Florida Water Management District
 5. Florida Department of Environmental Protection
 6. Broward County Resilient Environment Department – Environmental Review

7. Florida Department of Transportation
8. United States Army Corps of Engineers

1.05 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" to the Contractor, or changes to the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed to the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor to the City.
- B. Structural design shown on the Contract Drawings is based upon typical weights for major items of equipment as indicated on the Contract Drawings and specified. If the equipment furnished differs from that specified in the Contract Documents such that actual weight exceeds the weight of specified equipment, the Contractor shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's expenses in connection therewith, provided that the original weight assumptions were correct.
- C. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed to the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor to the City and shall be deducted from monies due the Contractor.

1.06 ADDITIONAL EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred to the City may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration to the City before assessing engineering and inspection charges against the Contractor.
- B. Charges for additional City expenses shall be independent of any liquidated damages assessed in accordance with the Contract.

1.07 TIME OF WORK

- A. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to eight (8) hours per day, 40 hours per week, and shall generally be between the hours noted in Article 8.10 of the Contract Documents, Monday through Friday. Work beyond these hours or on City holidays will result in additional expense to the City. Any expenses and/or damages arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor. This provision does not apply to

shut down operations required construction sequencing and constraints to maintain the existing facilities in operation. The Contractor may elect to work beyond these hours or on holidays or weekends provided that all costs incurred by the City for additional engineering shall be borne by the Contractor and approval has been obtained from the City. The City shall deduct the cost of additional engineering costs and overtime from monies due the Contractor.

- B. If it shall become imperative to perform work at night, weekends or holidays the City shall be informed in writing a reasonable time in advance of the beginning of such work a minimum of 10 days, except in an emergency situation as determined by the Contractor. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, storm weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather.

1.08 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. An error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Florida Licensed Surveyor as Chief of Party, competent qualified employees, all necessary instruments, stakes, and other material to perform the work.
- C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the resulting expense and damage and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Contractor shall provide a signed and sealed affidavit by his surveyor stating that they have verified all bench marks.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

- F. The Engineer may check all or an portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the Contractor shall furnish As-Built Drawings and As-Built GIS Database updates indicating the final layout of all structures, roads, existing benchmarks, etc. The As-Built Drawings and As-Built GIS database updates shall be in accordance with the requirements of Section 01320, Project Record Documents.

1.09 SUBSURFACE DATA

- A. Subsurface data are offered in good faith solely for placing the Bidder in receipt of all information available to the City and in no event is to be considered as part of the Contract Documents.
- B. The Bidder must interpret such subsurface data according to his own judgment and acknowledge that he is not relying upon the same as accurately describing the subsurface conditions, which may be found to exist.
 - 1. The test boring logs present factual information of the subsurface conditions at the specific test boring location only. The Bidder should not consider, or conclude, that the subsurface conditions will be consistent between test boring locations.
- C. In making this data available, the City makes no guarantee, either expressed or implied, as to their accuracy or to the accuracy of any interpretation thereof.
- D. Subsurface data for this project can be found in the Appendix.

1.10 OPENINGS, CHASES, SLEEVES, INSERTS, ETC.

- A. The Contractor shall provide all openings, chases, etc., in the work to fit his own work and that of any other contractors. All such openings or chases shown on the Drawings, or reasonably implied thereon, or as confirmed or modified by shop, setting, or erecting Drawings approved by the Engineer, shall be provided by the Contractor and/or Subcontractors.
- B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as an integral part of an opening, the sleeves, opening forms or frames shall be furnished by the installer of the pipes, conduits, or equipment, but shall be placed by the Subcontractor. Where hanger inserts and similar items are to be installed as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, but shall be verified by the Contractor and incorporated into the concrete placement.
- C. When requested by the Contractor, the installer of the pipes, conduit, or equipment, including those Subcontractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases,

sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the Subcontractor for whom the items are installed shall ascertain the proper number, locations, and settings thereof and the Contractor shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.

- D. Any costs resulting from correction of defective, ill-timed, or mislocated work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the Contractor responsible therefor. To this end, no Contractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another Contractor. The nature and extent of any corrective or additional work shall be subject to the approval of the Engineer following consultation with the Contractors involved.

1.11 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. Fires shall not be permitted.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal and the City of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the City to prevent the occurrence of fire or explosion.

1.12 FIRST AID FACILITIES AND ACCIDENTS

A. First Aid Facilities

- 1. The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

B. Accidents

- 1. The Contractor shall promptly report, in writing, to the City all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
- 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City and the Engineer.
- 3. If an claim is made against anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the City, giving full details of the claim.

1.13 SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall comply in every respect with all Federal, State and local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration.
- B. The Contractor shall provide all barricades and flashing warning lights or other devices necessary to warn pedestrians and area traffic.
- C. Personnel working in contact with sewage flow or surfaces carrying wastewaters or sludges shall be immunized as recommended by the State of Florida Health Department.

1.14 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the City. The Contractor shall not commit or permit an act which will interfere with the performance of work by another Contractor.
- B. If the Engineer determines that the Contractor is failing to coordinate his work with the work of the other Contractors as the City directed, then the City shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the City's directions.
- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, the City will promptly issue such directions to the other Contractor with respect thereto as the situation may require and issue a response to the Contractor in writing. The City, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor or any reason of the other Contractor's failure to promptly comply with the directions so issued by the City, or any reason of another Contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any Contractor.

1.15 LIMITS OF WORK AREA

- A. The Contractor shall provide for the storage of equipment, materials, and accumulated construction debris off-site. Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the Contractor and no claim shall be made against the City or any reasons of any act of an employee or trespasser.
- B. The Contractor shall secure all storage areas used for the project work. If required, Contractor shall submit a temporary fencing plan and permits for all storage areas used for the project work.
- C. The Contractor shall provide a phasing and staging plan that results in minimal impact to the site and nearby residences and provides for continual pedestrian and vehicular access.

1.1 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions in the event of impending severe weather, including hurricanes, tropical storms or major rain/wind storms to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, and/or wind. The City reserves the right, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project.
- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains and stormwater pipes shall be stopped during rainstorms, if ordered by the Engineer and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept readily at hand for this purpose. The limitations and requirements for mixing and placing concrete or laying of masonry in cold weather shall be as described elsewhere in these Specifications.

1.17 WEATHER DAYS

- A. A "Weather Day" is defined as a normal work day during which the Contractor was unable to perform critical path work for a continuous period of more than four (4) hours during that day.
- B. The Contractor shall be required to submit a record of rain delay in accordance with the contract documents and within 48 hours of the occurrence of the event to the Engineer and the Owner for review.
- C. Weather Days must be reported in the Progress Schedule Update Narrative Report and substantiated with the amount of rainfall obtained from the nearest City-identified rain gauge and a description of the activity that was interrupted.

1.18 HURRICANE PRECAUTIONS

- A. During such periods of time as are designated by the United States Weather Bureau as being a hurricane watch or warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events.
- B. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.
- C. Suspension of the Work caused by an impending or actual storm event will entitle the Contractor to additional Contract Time equivalent to the time lost as a result of the threatened or actual storm event and shall not give rise to a claim for compensable delay.
 - 1. In the event of a threatened storm that does not occur, the Contract Time will be equivalent to the time between United States Weather Bureau notice of a watch or warning and the lifting of same.

2. In the event of an actual storm event, the Contract Time will be equivalent to the time between United States Weather Bureau notice of a watch or warning and the time required to establish safe working conditions.

1.19 USE OF FACILITIES BEFORE COMPLETION

- A. The City reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the City's satisfaction may be placed into service. The City will issue only one Certificate of Substantial Completion to the Contractor covering the entire project regardless of when each portion of the facilities is placed into service.
- B. It shall be the City's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the City issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.
- C. Consistent with the approved progress schedule, the Contractor shall cooperate with the City to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the City.

1.20 UTILILITY LOCATIONS

- A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, Fort Lauderdale does not guarantee that all lines are shown, or that said lines are in their true location. It shall be the Contractor's responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities.
- B. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid for by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All cost of permanent utility relocations to avoid conflict shall be the responsibility of the Contractor and the utility company involved.
- C. The Contractor shall schedule and coordinate the Work in such a manner that it is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay.
- D. All overhead, surface or underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the Contractor. All repairs made by the Contractor are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the Engineer.

- E. The Contractor should be aware of the Sunshine State One Call Center, which has a free locating service for contractors and excavators:
 1. Within forty-eight hours before excavating, dial toll free 811, and a locator will be dispatched to the Work location. Contractor shall reasonably notify other utility companies not notified by Sunshine State One Call Center.

- F. In the event that during the course of the Work Contractor encounters subsurface or concealed conditions or unknown physical conditions of an unusual nature at the Project site which differ materially from those shown on the Contract Documents, which are not marked in the field by locating services or Utility Department, and which differ from those ordinarily encountered and generally recognized as inherent in Work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify City and Engineer in writing of the existence of the aforesaid conditions. Engineer and City shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. Should Engineer determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Engineer shall so notify City and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

- G. No request by Contractor for a change to the Contract Price or Time under this provision shall be allowed if the Contractor has not given written notice in strict accordance with these provisions, or if it is made after the date certified by the Engineer as the date of Substantial Completion.

1.21 ENVIRONMENTAL PROTECTION

- A. The Contractor shall furnish all labor and equipment and perform all Work required for the prevention of environmental pollution during and as a result of the Work under this contract. The Contractor shall be responsible for preparing and complying with the requirements of the National Pollution Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plan (SWPPP) including preparation and submission of the Notice of Intent (NOI) prior to start of construction. For the purpose of this contract environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare or unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants.

- B. The Contractor shall take all steps necessary to protect water quality in the connected waters around the project and shall utilize such additional measures as directed by the Engineer. Silt screens, haul piles, turbidity curtains, or other control measures adjacent to outfall construction shall not be removed until the turbidity of the affected waters is equal to or lower than the ambient turbidity of undisturbed segments of adjacent surface waters.

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

- END OF SECTION -

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Payment for various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor operations and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenance items of work.
- B. Payment for the various items of the Bid Schedule shall constitute full compensation for Contractor's superintendent at the job site full-time during construction, for furnishing and installing all pipe and structures complete in place including but not limited to bends, tees, outlets, fittings, blind flanges and specials, including connections to existing pipelines shown on the Drawing; including surveying both horizontal and vertical control for construction of the roadways, structures, pipeline and appurtenances; including all earthwork, excavation (including rock) as shown on the Drawing, removal and disposal of waste, unsuitable and excess material, furnishing and installing pipe bedding material, all backfill and compaction of native material, and dewatering and necessary bypass pumping and/or diverting flow as required; including potholing to verify locations of existing utilities in advance of construction; the restoration of interfering portions of existing service and utility lines that are not included in other bid items and shown on the Drawing, including replacement of sewer lines with ductile iron pipe where the minimum vertical clearances are not met for the sewer line shown; restraint of pipe shown on the Drawing and grouting of pipe joints; including providing the water for pressure testing, cleaning the pipe and disinfection (for potable water mains), and disposal of the water as required when completed; furnishing, installation, and removal of test heads, cleanup; and restoration of all improvements incidental to construction for which there are no other bid items; including but not limited to, sprinkler systems, drainage systems, guardrails, landscaping, fences, curbs and gutters, and all other work not included in other bid items.
- C. Payment shall also include providing the necessary equipment and manpower to pothole and verify depths and locations of existing utilities at least two weeks ahead of construction to avoid conflicts with the design alignment and grade of the proposed infrastructure. Conflicts with utilities shown on the Drawing which result from the Contractor's negligence to pothole sufficiently ahead of construction (a minimum of two days ahead of construction of the pipeline or as approved by the Engineer) shall be resolved by the Contractor at no additional cost to the Owner. Unmarked utilities damaged during construction will be paid under unit prices in the Bid Package for similar work, if and as approved by the Engineer.

- D. Payment for all bid items shall constitute full compensation for the complete installation of each bid item including but not limited to excavation (including rock), dewatering and necessary bypass pumping and/or diverting flow, backfill and compaction. The work shall include for all bid items to be completed, tested and ready for acceptance by the appropriate government agency.
- E. No separate payment for pavement restoration will be made unless specifically shown on the plans or directed by the Engineer. All bid items shall include pavement restoration.
- F. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the contractor feel that the cost for any item of Work has not been established by the Schedule of Prices Bid for this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

1.02 MEASUREMENT - GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- C. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawing. Variations of 1 foot or less will be ignored, and profiles shown on Drawing will be used for determining quantities. Variations greater than one foot will be considered in adjusting quantities.
- D. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the City.

Item	Method of Measurement
AC	Acre – Field Measure or Calculation based on survey
AL	Allowance
CY	Cubic Yard - Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each - Field Count

Item	Method of Measurement
GAL	Gallon - Field Measure
HR	Hour
LB	Pound(s) - Weight Measure
LF	Linear Foot - Field Measure
LOT	Each Lot
LS	Lump Sum - Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton - Weight Measure by Scale (2,000 pounds)

1.03 SCHEDULE OF PRICES BID

A. General Payment Items

1. Item 1 – All Work Associated with the Mobilization and Demobilization (7.5%): The lump sum price for this item shall be full compensation for mobilization and demobilization activities. This includes, but is not limited to, Performance and Payment Guarantee and insurance, scheduling, project coordination, Contractor staging area, Contractor and Engineer Field Offices, labor associated with permit acquisition, temporary facilities, audio-visual documentation of the existing conditions (sidewalks, curbs, driveways, fences, vegetation, pavement markings, etc.), distribution of flyers to the affected residents and businesses, project signs, finish grading, site cleanup and site restoration, and all other activities necessary to prepare and complete the contract work. The payment for mobilization and demobilization shall not exceed 7.5% of the sum of Bid Item Nos. 5 through 104. Partial payments for mobilization and demobilization shall be made as follows:

Construction % Complete	Allowable % of Lump Sum for Mobilization/Demobilization
After NTP	2.5
10	22.5
25	50
50	75
100	100

2. Item 2 – All Work Associated with the Maintenance of Traffic: The lump sum price for this item shall be full compensation for all labor, equipment, material, and work required for maintenance of traffic in accordance with FDOT Standards and/or

Broward County and/or the City of Fort Lauderdale. This item includes, but is not limited to, preparation and submittal of maintenance of traffic plans (MOTs), addressing comments regarding MOTs from agencies with jurisdiction, providing personnel as required to direct traffic (flaggers, crossing guards, local police, etc.), all temporary signage and striping, message boards, barricades, temporary barrier walls, drums, cones, providing signs, lights, installing temporary fencing and walkways as required to maintain pedestrian traffic, installing temporary steel plates for vehicular traffic and all other work incidental to the maintenance of traffic as required by FDOT Standards and/or Broward County and/or the requirements of the City of Fort Lauderdale and the Contract Documents.

3. Item 3 – All Work Associated with the GIS Database Additions and Record Drawings: The lump sum price for this bid item shall be full compensation for the preparation and addition of the proposed infrastructure data to the existing City GIS Database, This includes but not be limited to all necessary adjustments to the implemented data to create a seamless addition to the existing infrastructure, and preparation and submittal of Record Drawings in accordance with the Contract Documents. See Section 01320 for complete description of Record Drawing submittal.
4. Item 4 – All Work Associated with the Prevention, Control, & Abatement of Erosion and Water Pollution: The lump sum price indicated for this bid item shall be full compensation for all labor, equipment, and material necessary for preparation, submittal, approval, and implementation of the NPDES Permit Application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, preparing a Stormwater Pollution Prevention Plan (SWPPP) and implementation of Best Management Practices (BMP) and environmental pollution protection throughout construction as outlined in the Contract Documents and required by the City.

B. Pump Station

1. Item 5 – Stormwater Pump Station: The lump sum price for this item shall be full compensation for all labor, equipment, and material for all work necessary and required for the construction of the Stormwater Pump Station (inside the fence) as required in the Contract Documents. This item includes, but is not limited to, all general, civil, mechanical, structural, electrical and control building, generator, electrical, instrumentation and control, testing of all materials and equipment associated with the pump station construction., startup services, removal of existing fence, and sitework required for a complete and operable system. This item includes all work not defined in other bid items for the project.
2. Item 6 – Vibration and Noise Monitoring Pump Station: The lump sum price for this item shall be full compensation for all labor, equipment, and material for all work necessary and required for vibration monitoring during the Stormwater Pump Station construction as required in the Contract Documents. This item includes, but is not limited to, all general, generator, electrical, and equipment required for vibration and noise monitoring. This item includes all work not defined in other bid items for the project

C. Drainage

1. Item 7 – Remove and Dispose of Existing Drainage Structure: The unit price for this item shall be full compensation for all labor, equipment, and material required to remove and dispose of existing drainage structures on a per unit basis. This item includes, but is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing existing paving and sidewalks, curbing, excavating, dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposing of unsuitable material, removal and disposal of existing drainage structure, backfilling and compacting fill material, placing structural asphalt, providing temporary restoration including pavement and temporary asphalt, pavement markings and striping, and all associated restoration work.
2. Item 8 – Remove and Dispose of Existing Drainage Pipe & Exfiltration up to 24” Diameter: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to remove and dispose of existing storm drainpipes. This item includes, but is not limited to, locating, verifying and protecting existing utilities, saw cutting and removing existing paving and sidewalks, curbing, excavating, dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposing of unsuitable material, removal and disposal of existing pipe, backfilling and compacting fill material, placing structural asphalt, providing temporary restoration including pavement and temporary asphalt, pavement markings and striping, and all associated restoration work.
3. Items 9 through 20 – Furnish and Install Catch Basins: The unit price for this item shall be full compensation for all labor, equipment, and materials required to furnish and install catch basins all in accordance with the Contract Documents on a per unit basis. This item includes, but is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable material, removing and disposal of plants, shrubs/bushes, and trees, temporary bracing of existing adjacent structures, construction and installation of the reinforced concrete catch basins, plugged openings (bricks and expanding grout as approved by Engineer), backfill and compaction, base pad, mud work, frames, grates, rims, covers, sealing pipe inlets and outlet, concrete top slabs, all appurtenant items, and associated restoration work.
4. Items 21 through 33 – Furnish and Install Manholes: The unit price for this item shall be full compensation for all labor, equipment, and materials required to furnish and install manholes, including conflict manholes, all in accordance with the Contract Documents on a per unit basis. This item includes, but is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable material, removing and disposal of plants, shrubs/bushes, and trees, temporary bracing of existing adjacent structures, construction and installation of the reinforced concrete manholes, plugged openings (bricks and expanding grout as approved by Engineer), backfill and compaction, base pad, corbel tops, mud work, filter fabric, frames, rims, covers, rain guards, all appurtenant items, and associated restoration work.

5. Item 34 – Furnish and Install Concrete Collar for Catch Basin: The unit price for this item shall be full compensation for all labor, equipment, and materials required to furnish and install concrete collars for catch basins all in accordance with the Contract Documents on a per unit basis. This item includes, but is not limited to, saw cutting and removing of existing pavement and sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, removal and disposal of unsuitable materials, removing and disposal of plants, shrubs/bushes, and trees, compaction, stabilization of subgrade, formwork, furnishing and setting expansion joint material, concrete, backfilling, disposal of excess material, removing and disposal of plants, shrubs/bushes, and trees, all appurtenant items and associated restoration work.

6. Item 35 – Furnish and Install Asphalt Collar for Catch Basin: The unit price for this item shall be full compensation for all labor, equipment, and material required to furnish and install asphalt collars for catch basins all in accordance with the Contract Documents on a per unit basis. This item includes, but is not limited to, saw cutting and removing of existing pavement and sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, removal and disposal of unsuitable materials, removing and disposal of plants, shrubs/bushes, and trees, compaction, stabilization of subgrade, limerock base, primer, tack coat, cleaning of existing pavement, installation of asphalt as shown on the Contract Documents, backfilling, disposal of excess material, removing and disposal of plants, shrubs/bushes, and trees, all appurtenant items and associated restoration work.

7. Items 36 through 43 – Furnish and Install High Performance Polypropylene Storm Pipe Drainage Pipe: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install high performance polypropylene storm pipe all in accordance with the Contract Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the pipe trench, removing and disposal of plants, shrubs/bushes, and trees, joint material, pipe bedding, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, all testing, all appurtenant items, and associated incidental restoration work. Drainage pipe installed at depths greater than (10) feet are noted as such in the bid item description. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

8. Items 44 – Furnish and Install 72-inch RCP Drainage Pipe: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install reinforced concrete pipe all in accordance with the Contract Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the pipe trench, removing and disposal of

plants, shrubs/bushes, and trees, joint material, pipe bedding, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, all testing, all appurtenant items, and associated incidental restoration work. Drainage pipe installed at depths greater than (10) feet are noted as such in the bid item description. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

9. Item 45 through 47 – Furnish and Install Elliptical RCP Drainage Pipe: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store, and install elliptical reinforced concrete pipe all in accordance with the Contract Documents. The item includes, but it is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable material within and below the pipe trench, removing and disposal of plants, shrubs/bushes, and trees, joint material, pipe bedding, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, all testing, all appurtenant items, and associated incidental restoration work. Drainage pipe installed at depths greater than (10) feet are noted as such in the bid item description. Measurement for payment shall be the linear feet of pipe installed along the horizontal centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.

10. Item 48 – Connect to an Existing Structure by Core Drilling or Removing Knockout Plug: The unit price for this item shall be full compensation for all labor, equipment, and materials required to core drill an existing structure and connect a proposed pipe all in accordance with the Contract Documents. This item includes, but is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable material, cleaning and desilting and sealing the existing structure, core drilling or removing the existing knockout plug where applicable, grouting, construction of the connection, temporary bracing of existing structures, mud work, backfilling and compacting fill material, temporary restoration including pavement and pavement markings and striping, testing, all appurtenant items, and associated incidental restoration work. This item does not cover connecting to an existing structure through an existing opening in the structure.

11. Item 49 – Connect an Existing Pipe to a New Structure: The unit price for this item shall be full compensation for all labor, equipment, and materials required to core drill a structure and connect up to two existing pipes and materials required to core drill the new structure and connect the existing pipe. This line items includes up to two connections on each new structure in accordance with the Contract Documents. This item includes, but is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable

material, cleaning and desilting and sealing the existing structure, core drilling or removing the existing knockout plug where applicable, grouting, construction of the connection, temporary bracing of existing structures, mud work, backfilling and compacting fill material, temporary restoration including pavement and pavement markings and striping, testing, all appurtenant items, and associated incidental restoration work. This item does not cover connecting to an existing structure through an existing opening in the structure.

12. Item 50 – Connect Proposed Pipe to Existing Pipe: The unit price for this item shall be full compensation for all labor, equipment, and materials required to connect a proposed pipe to an existing pipe all in accordance with the Contract Documents. This item includes, but is not limited to, locating, verifying, and protecting existing utilities, saw cutting and removing of existing pavement and sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting and shoring, removing and disposal of unsuitable material, removal and disposal of portions of the existing pipe, construction of the connection, backfilling and compacting fill material, temporary restoration including pavement and pavement markings and striping, testing, all appurtenant items, and associated incidental restoration work.

D. Maintenance of Existing Drainage

1. Items 51 – Heavy Desilt / Water Jetting Existing Drainage Pipe 20-inch Diameter and smaller: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and materials required to clean and televise the existing stormwater pipe within the project limits. This item includes, but is not limited to, initial field investigation to identify site conditions or access issues requiring special arrangements and/or City notification/coordination; system dewatering using plugs and hoses as needed along with necessary maintenance of traffic and safety precautions where the hoses cross streets or driveways; cleaning to remove foreign material from the sewer lines for clear viewing of the interior surface of the pipe during video inspection and to restore the sewer to near original carrying capacity; video documentation of the location and extent of displaced joints, cracks or breaks in pipe, and other defects that may permit groundwater infiltration and/or ingress of soil from around the exterior of pipe; and, submittal of video in digital format to the City. Payment shall be made at the unit price at the conclusion of cleaning/televising and after video is reviewed and accepted by the City. Measurement for payment for cleaning/televising of drainage pipe will be based upon the number of linear feet of such pipe as determined by measurement along the centerline of the pipe in place, not including through structures. The Contractor shall notify and provide documentation acceptable to the City if contaminated materials are suspected within the pipe.
2. Item 52 – Heavy Desilt / Water Jetting Existing Drainage Pipe (24-inch to 30-inch diameter): The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and materials required to clean and televise the existing stormwater pipe within the project limits on a per unit basis. This item includes, but is not limited to, initial field investigation to identify site conditions or access issues requiring special arrangements and/or City notification/coordination; system dewatering using plugs and hoses as needed along with necessary maintenance of traffic and safety precautions where the hoses cross streets or driveways; cleaning to remove foreign material from the sewer lines for clear viewing

of the interior surface of the pipe during video inspection and to restore the sewer to near original carrying capacity; video documentation of the location and extent of displaced joints, cracks or breaks in pipe, and other defects that may permit groundwater infiltration and/or ingress of soil from around the exterior of pipe; and, submittal of video in digital format to the City. Payment shall be made at the unit price at the conclusion of cleaning/televising and after video is reviewed and accepted by the City. Measurement for payment for cleaning/televising of drainage pipe will be based upon the number of linear feet of such pipe as determined by measurement along the centerline of the pipe in place, not including through structures. The Contractor shall notify and provide documentation acceptable to the City in the event that contaminated materials are suspected within the pipe.

3. Item 53 – Heavy Desilt / Water Jetting Existing Drainage Pipe (30-inch and greater diameter): The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and materials required to clean and televise the existing stormwater pipe within the project limits on a per unit basis. This item includes, but is not limited to, initial field investigation to identify site conditions or access issues requiring special arrangements and/or City notification/coordination; system dewatering using plugs and hoses as needed along with necessary maintenance of traffic and safety precautions where the hoses cross streets or driveways; cleaning to remove foreign material from the sewer lines for clear viewing of the interior surface of the pipe during video inspection and to restore the sewer to near original carrying capacity; video documentation of the location and extent of displaced joints, cracks or breaks in pipe, and other defects that may permit groundwater infiltration and/or ingress of soil from around the exterior of pipe; and, submittal of video in digital format to the City. Payment shall be made at the unit price at the conclusion of cleaning/televising and after video is reviewed and accepted by the City. Measurement for payment for cleaning/televising of drainage pipe will be based upon the number of linear feet of such pipe as determined by measurement along the centerline of the pipe in place, not including through structures. The Contractor shall notify and provide documentation acceptable to the City in the event that contaminated materials are suspected within the pipe.
4. Item 54 – Heavy Desilt / Water Jetting Existing Drainage Structure: The unit price for this item shall be full compensation on a per unit basis for each structure including all labor, equipment, and materials required to clean and televise the existing stormwater structure within the project limits on a per unit basis. This item includes, but is not limited to, initial field investigation to identify site conditions or access issues requiring special arrangements and/or City notification/coordination; system dewatering using plugs and hoses as needed along with necessary maintenance of traffic and safety precautions where the hoses cross streets or driveways; cleaning to remove foreign material from the sewer lines for clear viewing of the interior surface of the pipe during video inspection and to restore the sewer to near original carrying capacity; video documentation of the location and extent of displaced joints, cracks or breaks in pipe, and other defects that may permit groundwater infiltration and/or ingress of soil from around the exterior of pipe; and, submittal of video in digital format to the City. Payment shall be made at the unit price at the conclusion of cleaning/televising and after video is reviewed and accepted by the City. Measurement for payment for cleaning/televising of drainage structure will be based upon a unit price per each structure. The Contractor shall notify and provide documentation acceptable to the City in the event that contaminated materials are

suspected within the pipe.

5. Items 55 – Heavy Desilt / Water Jetting and CCTV of Existing 72 Inch Drainage Pipe Drainage Structures from Broward Blvd to New River Outfall: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and materials required to clean and televise the existing stormwater pipe within the project limits. This item includes, but is not limited to, initial field investigation to identify site conditions or access issues requiring special arrangements and/or City notification/coordination; system dewatering using plugs and hoses as needed along with necessary maintenance of traffic and safety precautions where the hoses cross streets or driveways; cleaning to remove foreign material from the sewer lines for clear viewing of the interior surface of the pipe during video inspection and to restore the sewer to near original carrying capacity; video documentation of the location and extent of displaced joints, cracks or breaks in pipe, and other defects that may permit groundwater infiltration and/or ingress of soil from around the exterior of pipe; and, submittal of video in digital format to the City. Payment shall be made at the unit price at the conclusion of cleaning/televising and after video is reviewed and accepted by the City. Measurement for payment for cleaning/televising of drainage pipe will be based upon the number of linear feet of such pipe as determined by measurement along the centerline of the pipe in place, not including through structures. The Contractor shall notify and provide documentation acceptable to the City if contaminated materials are suspected within the pipe.

E. Stormwater Force Main

1. Item 56 – Furnish and Install DIP Stormwater Force Main (30”): The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store and install cement lined ductile iron stormwater force main and fittings as shown on the drawings and described herein for which payment is not provided under other bid items to be paid on a per unit basis. This item includes, but is not limited to, locating, verifying and protecting existing utilities, saw cutting and removing existing paving, sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting, shoring, removing unsuitable material within and below the pipe trench, disposing of unsuitable material, installing the new pipe along with all restrained joints, tracer wire, joint material, and pipe bedding material, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, pipe pigging, testing, and surveying. Measurement for payment shall be the linear feet of pipe installed with appurtenances as determined by measurement along the horizontal centerline of the pipe in place, through all fittings and valves, in accordance with the requirements of the Contract Documents. For partial payment, the schedule shall be as follows:

1. - 75% of the unit price for pipeline installed, backfilled, and compacted to grade including pavement restoration up to and including the first lift of asphalt.
- 2- 100% of the unit price upon completion of all testing and temporary restoration.

2. Item 57 - Furnish and Install 2" Air Release Valve with Vault. The unit price for this

item shall be per unit basis for all labor, equipment, and material required to furnish, transport, store and installation of combination air release valves with underground vaults and access lids at high points of force main; depicted in drawings but adjusted as needed to be at high point of stormwater force main. This item includes, but is not limited to, locating, verifying and protecting existing utilities, saw cutting and removing existing paving, sidewalks, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting, shoring, removing unsuitable material within and below the pipe trench, disposing of unsuitable material, installing the new air release valve vault and 2-inch ARV, and pipe bedding material, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, pipe pigging, post-construction testing, and surveying.

F. Utility Relocations

1. Items 58 through 64 Furnish and Install Potable Water Main (Ductile Iron, Cement Lined, Restrained): The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, transport, store and install ductile iron, cement lined potable water main and fittings as shown on the drawings and described herein for which payment is not provided under other bid items paid on a per unit basis. This item includes the cost of furnishing and installing pipe, fittings, and restraints. This item includes, but is not limited to, locating, verifying and protecting existing utilities, saw cutting and removing existing paving, sidewalks, curbing, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting, shoring, removing unsuitable material within and below the pipe trench, disposing of unsuitable material, installing the new pipe along with all restrained joints, tracer wire installation, joint material, and pipe bedding material, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe flushing, pipe pigging, main disinfection, testing, and surveying and removing and disposing of existing potable water main, wastewater mains, as well as other miscellaneous pipe. This item shall include cost of connecting to existing main, post restraining existing main as needed per City requirements, coordination and shut down of existing water mains, cutting, removal, and disposal of existing piping, and construction of the connection including all required pipe accessories not included in other bid items. Measurement for payment shall be the linear feet of pipe installed as determined by measurement along the horizontal centerline of the pipe in place, through all fittings and valves, in accordance with the requirements of the Contract Documents.. For partial payment, the schedule shall be as follows:
 1. - 75% of the unit price for pipeline installed, backfilled, and compacted to grade including pavement restoration up to and including the first lift of asphalt.
 - 2- 100% of the unit price upon completion of all testing and temporary restoration.
2. Items 65 - Furnish & Install Polyvinyl Chloride Gravity Sanitary Sewer (10"): Measurement for payment to furnish and install 10" PVC gravity sanitary sewer will be based upon linear feet of such sanitary sewer pipe furnished and installed to the depths as shown in the plans, and as determined by measurement along the

horizontal centerline of the pipe in place, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing 10" PVC gravity sanitary sewer will be made at the unit price each, named in the Bid Schedule which price shall constitute full compensation for the sanitary sewer pipe installed including but not limited to, locating, verifying and protecting existing utilities, saw cutting and removing existing paving, sidewalks, excavating (including rock), dewatering and necessary bypass pumping and/or diverting flow, installing temporary sheeting, shoring, providing temporary plugging and rerouting of existing sanitary sewer flows, cutting, removal and proper disposal of the existing sanitary sewer pipe, installation of new pipe complete with coupling devices, pipe bedding material, backfilling and compacting fill material, providing temporary restorations including pavement and pavement markings and striping, pipe cleaning, testing, and surveying.

3. Items 66 through 68 – Furnish and Install Gate Valves: The unit price for this item shall be full compensation for all labor, equipment, and material required to furnish, transport, store and install the restrained joint gate valves shown on the drawings to be paid on a per unit basis. This item includes, but is not limited to, coordination and shut down of existing mains, cutting removal and disposal of existing piping, furnishing and installing valve boxes, valve box extensions, operating nut extensions, restraining devices, excavation (including rock), removal and disposal of unsuitable material, dewatering and necessary bypass pumping and/or diverting flow, backfill, compaction, concrete collars, restoration, and any other items required for a complete and satisfactory installation. This item does NOT include installation of gate valves already paid for under other bid items.

4. Item 69 through 72 – Replace Existing Water Services: The unit price for this item shall be full compensation for all labor, equipment, and materials to replace an existing water service connection (single services and or double services to be) paid on a per unit basis. This item includes, but is not limited to, locating, verifying, and protecting existing utilities; saw cutting and removing of existing pavement and sidewalks, curbing; excavating, dewatering and necessary bypass pumping and/or diverting flow; reconnection to water main, tapping saddle and valve, corporation stop, saddles, service tubing, casing (for long side services), repair clamps, splicing, plugs, plugging existing corporation at main, pipe preparation; backfilling and compacting fill material; temporary restoration including pavement and pavement markings and striping; post-construction testing, all appurtenant items, and associated incidental restoration work. This item will be used for existing water services that must be relocated in order to facilitate the proposed stormwater improvements installation or existing water services that fail due to no fault of the Contractor. It will be the Contractor's responsibility to replace, at no additional cost to the City, existing water services damaged or broken due to lack of reasonable care during construction of the proposed improvements. Payment for this item will be made only as directed by the Engineer.

5. Item 73 – Replace Existing Sewer Laterals: The unit price for this item shall be full compensation for all labor, equipment, and materials to replace an existing sanitary sewer lateral (single service and double services) to be paid on a per unit basis. This item includes, but is not limited to, maintenance of existing service; locating, verifying, and protecting existing utilities; saw cutting and removing of existing pavement and sidewalks, curbing; excavating (including rock), dewatering and

necessary bypass pumping and/or diverting flow, backfill, and compaction; removal and disposal of existing pipe and fittings; installation of piping, fittings, reconnection to main and house service; temporary restoration including pavement and pavement markings and striping; testing, all appurtenant items, and associated incidental restoration work. This item will be used for replacement of existing sanitary sewer laterals that are in conflict with proposed storm drain installation or existing sanitary sewer laterals that fail due to no fault of the Contractor. It will be the Contractor's responsibility to replace, at no additional cost to the City, existing sanitary sewer laterals damaged or broken due to lack of reasonable care during construction of the proposed improvements. Payment for this item will be made only as directed by the Engineer.

6. Item 74 – Relocate Existing Fire Hydrant Assembly: Measurement for payment to install (relocate) existing fire hydrant assembly will be based upon actual quantity, each, of such named fire hydrants furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing fire hydrant assembly will be made at the unit price each, named in the Bid Schedule, as shown on the drawings and as described herein for which payment is not provided under other bid items and which price shall constitute full compensation for the fire hydrant assembly installation including but not limited to locating, verifying, and protecting existing utilities; saw cutting and removing of existing pavement and sidewalks, curbing; dewatering, excavating (including rock), removal of unsuitable materials, installing temporary sheeting and shoring; coordination and shut down of existing water mains; cutting, removal, and disposal of existing piping; installation of fire hydrant, valve, valve box, valve box extensions, operating nut extensions, concrete pad, restraining devices, backfill, compaction and restoration of areas disturbed by the operation including pavement and pavement markings and striping; testing, all appurtenant items, and associated incidental restoration work and any other items required for a complete and satisfactory installation

7. Item 75 – Remove and Replace Fire Hydrant Assembly: Measurement for payment to furnish and install fire hydrant assembly will be based upon actual quantity, each, of such named fire hydrants furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing fire hydrant assembly will be made at the unit price each, named in the Bid Schedule, as shown on the drawings and as described herein for which payment is not provided under other bid items and which price shall constitute full compensation for the fire hydrant assembly installation including but not limited to locating, verifying, and protecting existing utilities; saw cutting and removing of existing pavement and sidewalks, curbing; dewatering and necessary bypass pumping and/or diverting flow, excavating (including rock), removal of unsuitable materials, installing temporary sheeting and shoring; coordination and shut down of existing water mains; cutting, removal, and disposal of existing piping; installation of fire hydrant, valve, valve box, valve box extensions, operating nut extensions, concrete pad, restraining devices, backfill, compaction and restoration of areas disturbed by the operation including pavement and pavement markings and striping; testing, all appurtenant items, and associated incidental restoration work and any other items required for a complete and satisfactory installation.

8. Item 76 - Subsurface utility investigations (potholing) to locate and classify utilities needed for design changes: The unit price for this item shall be per unit basis for all

labor and equipment required for subsurface utility investigations (potholing) to locate and classify utilities. This item includes, but is not limited to, surveying, locating, verifying and protecting existing utilities, saw cutting and removing existing paving, providing temporary restorations including pavement.

9. Items 77 through 81 - Furnish and Install Temporary Line Stops as needed for utility connections: The unit price for this item shall be per unit basis for all labor and equipment required for temporary line stop type valves used for isolating sections of existing water line, including tapping, saddles, fittings, supporting existing utilities and pressure testing.

G. Paving and Restoration

1. Item 82 – Remove and Dispose of Existing Concrete Pavement: Measurement for payment of concrete pavement removal and disposal will be based upon the number of square yards of such concrete pavement (such as sidewalk, pavers, driveways, etc.) removed and disposed of, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents. Payment for maintenance and protection of traffic, including but not limited to temporary striping and marking, pavement truing and leveling as required, shall be made under the maintenance and protection of traffic item named in the Bid Schedule.
2. Item 83 – Remove and Dispose of Existing Asphalt Pavement: Measurement for payment of asphalt pavement removal and disposal will be based upon the number of square yards of such concrete pavement removed and disposed of, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents. Payment for maintenance and protection of traffic, including but not limited to temporary striping and marking, pavement truing and leveling, as required, shall be made under the maintenance and protection of traffic item named in the Bid Schedule.
3. Items 84 and 85 – Furnish and Install Concrete Sidewalks,: Measurement for payment for furnishing and installing sidewalks will be based upon the actual number of square yards of such sidewalks constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing sidewalks will be made at the unit price per square yard named in the Bid Schedule, which price shall constitute full compensation for completing said work, including all earthwork, compaction and stabilization of limerock base, subgrade, construction of the sidewalk, furnishing and setting for expansion joint material, backfilling of sidewalk, disposal of excess material, handrail where protection is needed, and the appurtenant items for which separate payment is not specifically included in the Bid Schedule. This item does NOT include replacement of sidewalk already paid for under other bid items. Use of this bid item for payment shall be subject to approval from Engineer.
4. Item 86 – Furnish and Place Asphalt: Measurement for payment of asphalt pavement will be based upon the number of square yards of such asphalt pavement, actually constructed, as detailed in the Drawings, all in accordance with the requirements of the Contract Documents. Payment for placement of asphalt pavement will be made at the unit price per square yard for such placement as named and at the thickness indicated in the Bid Schedule which price will constitute full compensation for applying a tack coat and furnishing, placing and compacting the asphalt surface,

complete in place to the cross section and thicknesses shown on the Drawings; including restoration of traffic loop detectors, replacing speed humps where applicable, adjustment of finished grades of valve boxes, manholes, and catch basins, and all cleanup of the area disturbed by this construction. Payment for maintenance and protection of traffic, including but not limited to temporary striping between lifts of asphalt, as required, shall be made under the maintenance and protection of traffic item named in the Bid Schedule.

5. Items 87 and 88 – Mill Existing Asphalt (Up to 2” in depth) and Resurfacing Asphalt (min 1.5” thick SP 9.5): Measurement for payment for milling existing asphalt and resurfacing will be based upon the number of square yards of such materials actually milled and resurfaced in accordance with the requirements of the Contract Documents. Payment for milling and resurfacing existing asphalt will be made at the unit price per square yard up to 1.5-inch depth, which price shall constitute full compensation for milling, hauling off and disposing of the milled material, resurfacing, pavement markings and signage, and for any other appurtenant items needed for milling and resurfacing asphalt for which separate payment is not specifically included in the Bid Schedule. All asphalted travel ways located within the boundaries of the Progresso Village neighborhood are to be milled and resurfaced that are not being replaced with new asphalt. The Progresso Village neighborhood is located east of I-95 and bounded by NW 9th Ave. on the west, State Road 838 (W Sunrise Blvd.) on the north, and State Road 842 (Broward Blvd. to the south).

6. Item 89 – Restoration of Pavement Markings: Measurement for payment of restoration of pavement markings shall be full compensation on a lump sum basis for all labor, equipment, and materials required to restore pavement markings in accordance with the requirements of the Contract Documents. Restoration includes the removal of existing markings where necessary, surface preparation, and the placement of new markings in accordance with the specified dimensions, materials, and colors. Payment for maintenance and protection of traffic, including shall be made under the maintenance and protection of traffic item named in the Bid Schedule.

7. Items 90 through 92 – Restoration of Driveways/Parking Areas (1.5" thick SP-9.5 Asphalt including 6" limerock base and compacted subgrade): Measurement for payment for restoration of driveways/parking areas will be based upon the actual number of square yards of such driveways/parking areas restored as shown in the Drawings, all in accordance with the requirements of the Contract Documents. Payment for restoration of driveways/parking areas will be made at the unit price per square yard named in the Bid Schedule, which price shall constitute full compensation for completing said work, including but not limited to all limerock, earthwork, compacting, subgrade, reconstruction of the driveway/parking area to the same depth and material as the existing one, furnishing and setting for expansion joint material, disposal of excess material, and the appurtenant items, such as mailboxes, for which separate payment is not specifically included in the Bid Schedule. No payment will be made for restoration of driveways outside the limits shown on the drawings or not approved in writing by the Engineer.

Asphalt Driveways/Parking Areas:

Asphalt to be minimum 1.5-inch thickness, SP-9.5 asphalt, and 6-inch limerock base with compacted 6-inch subgrade.

Concrete Driveways/Parking Areas:

Concrete to be minimum 6-inch thickness with 12-inch compacted subgrade.

Paver Driveways/Parking Areas:

Pavers to match existing shape and color as closely as possible with 1-inch sand bed and 12-inch compacted subgrade.

8. Item 93 – Clearing and Grading Swale: Measurement for payment for clearing and grading swale will be based upon the number of square yards of swale actually cleared and graded all in accordance with the requirements of the Contract Documents. Payment for clearing and grading will be made at the unit price per square yard of clearing and grading named in the Bid Schedule which price shall constitute full compensation, including earthwork, importing of fill material, removal and disposal of excess material including but not limited to brush, bollards, and protection of trees to remain.
9. Items 94 – Remove and Replace Type “F” Curb and Gutter: Measurement for payment for removing, furnishing and installing curb and/or gutter (in kind for type removed during construction) will be based upon the number of linear feet of such curb and/or gutter actually constructed as determined by measurement along the centerline of the curb in place, and as shown on the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing curb and/or gutter will be made at the unit price per linear foot of curb and/or gutter named in the Bid Schedule, which shall constitute full compensation for complete installation including grading, placing 4” limerock pad, forming, saw cutting of pavement and cleanup of all areas disturbed by this construction. This item does NOT include replacement of curb and/or gutter already paid for under other bid items. Use of this bid item for payment shall be subject to approval from Engineer.

H. Landscaping

1. Items 95 through 99 – Furnish and Install Landscaping: The unit price for this item shall be full compensation on a lump sum basis for all labor, equipment, and materials required to furnish and install sod (Argentine Bahia or St. Augustine grass), and trees and shrubs as listed in the plans, in accordance with the Contract Documents. This item includes excavation, backfilling, guy stakes, protection, compaction, grading, topsoil, sod, watering, fertilizing, disposal offsite of suitable or unsuitable materials, and all other appurtenances required for a complete installation. This bid item also includes full compensation for all labor, equipment, and materials to remove and relocate existing trees and bushes and shrubs. Removal and relocation of trees shall include procuring the services of a Licensed Landscape Architect or Certified Arborist, obtaining of appropriate tree removal permits, spading of tree, root pruning, replanting, maintenance, backfill and the removal and disposal of all vegetative matter associated with the removal or relocation of trees as required by the Contract Documents or directed by the Engineer.
2. Item 100 – Furnish and Install Root Barrier: The unit price for this item shall be full compensation on a linear foot basis for all labor, equipment, and materials required to furnish and install a vegetation root barrier in accordance with the requirements of

the Contract Documents.

3. Item 101 – Furnish and Install Tree Protection (Existing Trees): The lump sum price for this bid item shall be full compensation for protection of existing trees and landscaping, including all aspects of protection, trimming, pruning, fertilizing, and watering, furnished in accordance with Contract Documents. This item also includes the preparation and submittal of a tree disposition and landscape plan as well as the process for submitting and gaining approval of this plan.
4. Items 102 through 104 Remove and Reinstall Mailboxes, Signs, Lamps The per unit price for this bid item shall be full compensation for all labor, equipment, and materials to remove and reinstall existing mailboxes, street signs, and solar lamp post throughout the project area.

NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

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

1.04 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: Payment for stored materials and equipment shall only be made with submittal of “paid” receipts. No partial payments will be made for materials and equipment delivered or stored unless Shop Drawing or preliminary operation and maintenance manuals are acceptable to Engineer.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.05 ALLOWANCES

- A. The allowances shall be used only at the discretion of and as ordered by the City.
- B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the City.
- C. Allowance Accounts
 1. Permits, License and Fees Allowance: The allowance account for this item shall be full compensation for all permits, licenses, and fees required of the Contractor from

the various agencies having jurisdiction over the construction of the project. The allowance shown is an estimate of the fees required. Payment will be based on the actual permit, license or fee paid directly to the agency, documented by paid receipts and specifically excluding any labor, markups, overhead and profit, administration, or other costs involved in obtaining the permits, licenses or fees. Fees specifically excluded from this allowance include, but are not limited to, re-inspection fees and expired permit fees. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City of Fort Lauderdale.

2. Undefined Conditions Allowance: The allowance account for this item shall include work associated with undefined conditions or conflicts developing from undefined conditions including, but not limited to, removal, relocation and replacement of gas, cable, telephone and fiber optic utilities in conflict with proposed utilities, structures, or work during construction. All work authorized for payment shall be authorized in writing by the City. Amount to be paid per undefined conditions or conflicts shall be negotiated or agreed to by both parties.
3. Additional Testing By Request Of Owner: The allowance account for this item shall be full compensation for payment of testing requested by the City or Engineer. The allowance shown is an estimate of the fees required. Payment will be based on the actual fees paid directly to the testing laboratory, documented by paid receipts and specifically excluding any labor, markups, overhead and profit, administration, or other costs involved in paying fees. The cost of any required test or laboratory analysis with the Contractor fails shall be paid for by the Contractor. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City of Fort Lauderdale.
4. Contaminated Soil and/or Groundwater Services: The allowance account for this item shall be full compensation for all labor, equipment, material and work required for the sampling, testing, removal, treatment, and discharge of contaminated groundwater or contaminated sediments as required by all applicable regulatory agencies. This item includes, but is not limited to, preparing a sampling plan, collecting and preserving samples, performing laboratory analyses, preparing reports, dewatering and necessary bypass pumping and/or diverting flow, providing and operating treatment units, discharging treated groundwater, and all other work required to complete this task in conformance with applicable regulatory requirements. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City of Fort Lauderdale.
5. FPL Allowance: The allowance account for this item shall be full compensation for all fees associated with obtaining electrical power from FPL. Payment will be based on the actual fee paid directly to the agency, documented by paid receipts and specifically excluding any labor, markups, overhead and profit, administration, or other costs involved in payment of the fees. This allowance account shall also include additional work required by the Contractor for accommodating FPL service requirements not shown on the Contract Documents. All work authorized for payment shall be authorized in writing by the City. Amount to be paid shall be negotiated or agreed to by both parties. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and

will remain with the City of Fort Lauderdale.

6. Repair of Existing 72-inch RCP Storm Drain from Broward Blvd to New River Outfall:
The Allowance account for this item shall be full compensation for repairs needed for the 72" RCP outfall based on findings from the cleaning and CCTV findings as part of this Contract. This item will be used at the discretion of the City and will require their approval before executing the work. The contractor must submit recommendations for repair accompanied by necessary technical information and detailed cost proposal. All other costs associated with this item shall be negotiated and agreed to by both parties Any portion of the funds remaining after all authorized payments have been made will be withheld from the contract payment and will remain with the City of Fort Lauderdale.

7. Emergency Pumping During Storm Event The allowance account for this item shall be full compensation for installation, operation, maintenance and removal of the bypass pumps during Emergency Flood protection events. This item will be used at the discretion of the City and within the vicinity of the project site. Payment will be based on the actual costs paid to the equipment rental company with a fixed 10% markup for Contractor's overhead and profit. Any other costs associated with this item shall be negotiated and agreed to by both parties. Any portion of the funds remaining after all authorized payments have been made will be withheld from the contract payment and will remain with the City of Fort Lauderdale.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01070

ABBREVIATIONS

PART 1 - GENERAL

1.1 THE REQUIREMENT

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

1.2 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association

ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BCRED	Broward County Resilient Environment Department
BHMA	Builders Hardware Manufacturers Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Systems and Automation
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturers Association
MMA	Monorail Manufacturers Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health
NIST	National Institute of Standards and Testing
NRCA	National Roofing Contractors Association
NSF	National Science Foundation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society for Protective Coatings
SSPWC	Standard Specifications for Public Works Construction
SFWMD	South Florida Water Management District
UL	Underwriters Laboratories, Inc.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

NOT USED

- END OF SECTION -

SECTION 01090

REFERENCE STANDARDS

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of the opening of bids, shall apply except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of an omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, Specification text requires or implies that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes.
- B. References herein to "Building Code" shall mean the Florida Building Code (FBC) Broward Edition. The latest edition of the code as approved and used by the local agency as of the date of the opening of bids, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall follow the most stringent requirements.

- D. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.
- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 192, Construction Safety and Health Regulations, Code of Federal Regulations [OSHA], including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations [OSHA], including all changes and amendments thereto.

PART 1 - PRODUCTS

[NOT USED]

PART 2 - EXECUTION

[NOT USED]

- END OF SECTION -

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held after award of contract and prior to the Notice to Proceed. The Engineer shall prepare and distribute the meeting agenda and shall preside at the meeting. The Engineer shall record and distribute minutes of the proceedings and decisions.
- B. A separate preconstruction meeting may be required on site with the Department of Sustainable Development – Engineering.
- C. The Contractor shall provide a Project Superintendent and a dedicated Project Manager specific to this project as a supervisor to oversee proper performance of the Work. The Project Manager shall attend all meetings and have the authority to make decisions on behalf of the General Contractor. The Project Manager shall be responsible for all coordination, document handling, submittal review and processing, quality control, and project scheduling. The Project Manager, once approved by the City and the Engineer shall not be replaced without prior consent of the City and Engineer.
 - 1. The Project Manager and Project Superintendent shall be direct employees of the Prime Contractor.
 - 2. The Project Manager and Project Superintendent shall fluently speak, read and write in English.
- D. Attendance:
 - 1. City
 - 2. Engineer
 - 3. Program Manager
 - 4. Contractor's Project Manager
 - 5. Contractor's Project Superintendent
 - Major Subcontractors
- E. Minimum Agenda:
 - 1. Tentative construction and submittal schedules
 - 2. Critical work sequencing
 - 3. Designation of responsible personnel

4. Processing of Field Decisions and Change Orders
5. Adequacy of distribution of Contract Documents
 - Submittal of Shop Drawings and samples
7. Procedures for maintaining record documents
8. Use of site and City's requirements
9. Major equipment deliveries and priorities
10. Safety and first aid procedures
11. Security procedures
12. Housekeeping procedures
13. Processing of Partial Payment Requests
14. General regard for community relations

1.02 PRELIMINARY CPM SCHEDULE REVIEW MEETING

- A. The Contractor shall participate in a Preliminary CPM Schedule Review Meeting in accordance with the requirements of Section 01300.

1.03 PROGRESS MEETINGS

- A. Progress meetings will be held weekly at the Field Office during the performance of the work of this Contract. Additional meetings may be called as progress of work dictates. Date and time of progress meetings will be scheduled at the Preconstruction Meeting.
- B. Engineer will prepare and distribute agenda, preside at meetings and record minutes of proceedings and decisions. Engineer will distribute copies of minutes to participants.
- C. Attendance:
 1. City
 2. Engineer
 3. Program Manager
 4. Contractor's Project Manager
 5. Contractor's Project Superintendent
 - Subcontractors, as pertinent to the agenda
- D. Minimum Agenda:
 1. Review and approve minutes of previous meetings.
 2. Review progress of Work since last meeting.

3. Review proposed 30-day construction schedule.
4. Note and identify problems which impede planned progress.
5. Develop corrective measures and procedures to regain planned schedule.
 - Revise construction schedule as indicated and plan progress during next work period.
7. Maintaining of quality and work standards.
8. Complete other current business.
9. Schedule next progress meeting.

1.04 NEIGHBORHOOD ASSOCIATION MEETINGS

- A. The Contractor shall attend meetings with the local Neighborhood Associations and other stakeholders as requested by the City. Contractor shall be prepared to provide information on construction schedule, scope of work, impacts to local residents, and other coordination items. Meetings shall be held quarterly throughout the duration of construction.

1.05 BROWARD COUNTY TRAFFIC ENGINEERING SCHOOL SAFETY COORDINATOR

- A. Thirty (30) days prior to the commencement of construction, the Contractor shall notify the "School Safety Coordinator" at Broward County Traffic Engineering Division to set up a pre-work meeting.

1.06 OTHER MEETINGS

- A. The Contractor shall attend and participate in other meetings as required during execution of the Work. These meetings may include, but are not limited to, the following:
 1. Meetings requested by regulator agencies having jurisdiction over the project
 2. Meetings with utility entities for coordination purposes throughout the construction period
 3. Meetings with other stakeholders including City officials, residents, and businesses
 4. Coordination meetings with other Contractors conducting work at the site

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

- END OF SECTION -

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals, whether their final destination is to the City Engineer, or other representatives of the City, shall be directed through the Engineer. A general summary of the types of submittals and the number of copies required is as follows:

<u>Copies to Engineer</u>	<u>Type of Submittal</u>
E	Progress Schedule
E	Construction Schedule
E	Schedule of Payment Items
4 ☐ E	Progress Payment Applications
3 ☐ E	Shop Drawings
2 ☐ E	Warranties
E	Audio Visual Preconstruction Record
E	Project Photographs
2 ☐ E	Certificates of Compliance
2 ☐	Product Samples
3 ☐ E	Operation and Maintenance Manual
3 ☐ E	Record Drawings
E	As Built GIS Database
2 ☐ E	Elevation Certificates for New Buildings – Certified ☐☐ Surveyor

E – Electronic submittal in pdf format.

☐ Unless otherwise required in the specific Section where requested.

- B. All submittals shall also be submitted to Engineer electronically.

1.02 SUBMITTAL PROCEDURES

- A. The Contractor shall transmit each submittal with a form acceptable to the Engineer, clearly identifying the project Contractor, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- D. All electronic submittals shall be digitally submitted to the Engineer through the construction project management system Procore (www.procore.com). All submittals shall be numbered, labeled and dated. See the attached Procore Guidelines at the end of this specification section for additional information.

1.03 CONSTRUCTION PROGRESS SCHEDULE

- A. The Contractor shall have the capability of preparing and utilizing the specified construction progress scheduling techniques. A statement of capability shall be submitted in writing to the Engineer with the issuance of the First Notice-to-Proceed to the City and will verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified in description of the construction projects to which the Contractor or its consultant has successfully applied the scheduling technique and which were controlled throughout the duration of the project in means of systematic use and updating of the construction progress schedule, the network analysis and associated reports. The submission shall include the name of the individual on the Contractor's staff who will be responsible for the construction progress schedule, and associated reports and for providing the required updating information of same. The Contractor shall submit its proposed progress baseline schedule to the Engineer for review and comment in accordance with the Contract Documents. The Engineer shall have the authority to determine acceptability/correctness of the schedule logic and activity interrelationships. The use of extraneous, nonworking activities and activities which add restraints to the construction schedule shall not be accepted. Baseline schedules that do not meet their contract completion dates shall not be accepted.
- B. The Contractor's progress schedule (baseline and monthly updates) shall be computer generated and resource loaded. Each computer-generated construction progress schedule and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced in Earliest Start Date, Total Float, and Late Start Date. Each schedule, and report shall include the following minimum items:
1. Activity Numbers
 2. Estimated Duration
 3. Activity Description
 4. Earliest Start Date (Calendar Dated)
 5. Earliest Finish Date (Calendar Dated)
 6. Latest Allowable Start Date (Calendar Dated)
 7. Latest Allowable Finish Date (Calendar Dated)
 8. Status (whether critical)
 9. Total Float and Free Float
 10. Resource Plots
- C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:
1. Contract Name and Number

2. Contractor's Name
 3. Contract Duration and Float
 4. Contract Schedule with critical path.
 5. The Effective or Starting Date of The Schedule [the date indicated in the Notice-to-Proceed]
- D. The work date to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work.
- E. If the Contractor desires to make changes in its method of operating which affect the construction progress schedule and related items, the Contractor shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the City, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted [by] the Contractor only after prior acceptance, in writing [by] the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, nonworking activities and activities which add restraints to the construction progress schedule shall not be accepted.
- F. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event, be the basis for claim for delay against the City [by] the Contractor.
- G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will be accepted only upon the condition that the Contractor will comply with recovery schedule requirements as specified in paragraph H. below.
- H. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed [by] the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the City. The Contractor shall submit to the Engineer for approval, a written statement of the steps the Contractor intend to take to remove or arrest the delay to the critical path in the current construction progress schedule, including a computer generated schedule revision to reflect proposed actions
1. Increase construction personnel in such quantities and crafts as will substantially eliminate the backlog of work.
 2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or an combination of the foregoing, sufficient to substantially eliminate the backlog of work.
 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities, and comply with the revised schedule.

- I. When so requested by the Engineer, the Contractor should fail to submit a written statement of the steps the Contractor intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in personnel trades, equipment and work schedule overtime, weekend and holiday work, etc. to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the City.
- J. If the completion of an activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the Contractor shall submit to the Engineer for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- K. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.
- L. The contract time will be adjusted only in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to an extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect an contract completion date will not be the basis for a change therein.
- M. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the City in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the Engineer will direct the Contractor to reschedule the Work or contract completion time to reflect the changed conditions, and the Contractor shall revise the construction progress schedule and related items accordingly, at no additional cost to the City.
- N. Available float time may be used by the City through the City's Engineer.
- O. The City controls the float time and, therefore, without obligation to extend either the overall completion date or an intermediate completion dates, the City may initiate changes that absorb float time only. City-initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. Contractor initiated changes that encroach on the float time may be accomplished only with the City's concurrence. Such changes, however, shall give way to City-initiated changes competing for the same float time.
- P. To the extent that the construction project schedule, or associated report or an revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been accepted by the Engineer. Failure to include on a schedule an element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within an applicable completion date, notwithstanding the review of the schedule by the Engineer.

- Q. Review and acceptance of the construction progress schedule, and related reports, the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the Work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.
- R. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.
- S. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the Work and identifying all construction activities included but not limited to hard piping, all structures and treatment units and all related Work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the contract time. The project critical path shall be clearly identified in color or by other means acceptable to the Engineer.
- T. The progress schedule shall be plotted on 22 inch by 34 inch and 11 inch by 17 inch paper and shall be revised and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Up to date hard copies of the schedule shall be submitted along with the application for monthly progress payments for the same period.
- U. The construction progress schedule shall be developed and maintained using Primavera and Primavision software as manufactured by Primavera Systems, Inc., or equal.
- V. The Contractor shall produce a 3-week Look Ahead Schedule for construction meetings on a bi-weekly basis or as determined by City.

1.04 SCHEDULE OF PAYMENT ITEMS

- A. The Contractor shall submit a Schedule of Payment Items for review in accordance with the Contract Documents. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period and shall directly correlate on an item by item basis unless otherwise accepted by the Engineer to each individual activity detailed in the construction progress schedule. The sum of all scheduled items shall equal the total value of the Contract. Reference section entitled "Measurement and Payment" for further details.
- B. The Contractor shall expand or modify the above schedule and materials listing as required by the Engineer's initial or subsequent reviews.

1.05 PROGRESS PAYMENT APPLICATIONS

- A. Applications for payments shall be made to the Engineer for review in accordance with Article 7 of the Construction Agreement.

1.0 SHOP DRAWINGS

- A. The Contractor shall submit electronic copies of shop drawings in Adobe Portable Document Format (PDF) format for review of all general, civil, mechanical, structural, architectural, electrical and instrumentation related improvements, including details, piping layout and appurtenances, wiring, color selection charts, materials and equipment fabricated especially for this Contract, and materials and equipment for which such Drawings are specified or specifically requested by the Engineer.
- B. Within one week of shop drawing approval, the Contractor shall provide three (3) color hard copies of each shop drawing. The Contractor may be required to submit certain sheets in large format to ensure all portions of shop drawing are legible. The Engineer shall distribute electronic and hard copies to the City.
- C. Shop drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Drawings.
- D. When so specified, or if considered by the Engineer to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.
- E. Time delays caused by rejection of submittals are not cause for extra charges to the City or time extensions.
- F. Requirements: The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such drawings. Electronic copies of all shop drawings shall be submitted as directed by the Engineer during the preconstruction meeting. Shop drawings shall be submitted as a single, complete, and searchable image format document in PDF format with bookmarks for shop drawings consisting of multiple sections and/or more than 20 pages total.
- G. All shop drawings shall be submitted to the Engineer through the Contractor. Each shop drawing shall be individually submitted. The Contractor is responsible for obtaining shop drawings from subcontractors and returning reviewed shop drawings to them. All Drawings shall be clearly marked with the name of the project, City, Contractor, specification section number and building, equipment, or structure to which the drawing applies. Drawings shall be suitably numbered, stamped and signed by the Contractor. Each shop drawing shall be accompanied by a transmittal form listing the information identified above.
- H. All submissions shall be dated and properly referenced to the specifications section and Contract Drawing number. The submittal number shall match the following submittal numbering system or an equivalent system as approved by the Engineer.
 - 1. Submittal Numbering System
 - a. Package ID: The package number will reflect the CSI specification section number as it appears in the specifications.

- Subgroup ID: The submittal number will include the CSI number followed by the submittal number and a sequential letter indicating resubmittal number.

2. Example:

<u>Package</u>	<u>Submittal</u>	<u>Description</u>
03300	03300-001	Concrete Admixture A, First Submittal
	03300-001A	Concrete Admixture A, Second Submittal
	03300-001B	Concrete Admixture A, Third Submittal
	03300-002	Concrete Admixture B, First Submittal

- I. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.
 - Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.
- K. Warranties: When warranties are called for, a sample of the warrant shall be submitted with the shop drawings. The sample warrant shall be the same form that will be used for the actual warrant. Actual warranties shall be originals and notarized.
- L. Contractor's Review: Only submittals which have been checked and corrected should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting shop drawings to the Engineer, the Contractor shall check thoroughly all such shop drawings to satisfy itself that the subject matter thereof conforms to the Drawings and Specifications in all respects. Shop drawings which are correct shall be marked with the date, checker's name and indications of the Contractor's approval, and then shall be submitted to the Engineer. Other shop drawings submitted to the Engineer will be returned to the Contractor unreviewed.
- M. Contractor's Responsibility: The Engineer's review of shop drawings will be general and shall not relieve the Contractor of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract and for achieving the specified performance.
- N. Contractor's Modifications: For submissions containing departures from the Contract Documents, the Contractor shall include proper explanation in their letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, or specified, Contractor shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the City, shall do all Work necessary to make such modifications.
- O. Substitutions: Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed

specifications. Another brand or make which is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:

1. The Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed substitution is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.
 2. The Contractor shall submit certified tests, where applicable, from an independent laboratory attesting that the proposed substitution is equal.
 3. A list of installations where the proposed substitution is equal. Such listing shall cover a minimum of the previous three years and will furnish project names and contact phone numbers.
 4. Where the acceptance of a substitution requires excessive review on the part of the Engineer, revision or redesign of any part of the Work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Contractor's expense.
 5. In all cases the Engineer shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item as specified. No substitute items shall be used in the Work without written acceptance of the Engineer.
- Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.
7. The City may require, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute.
- P. **Complete Submittals:** Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.
- Engineer's Review:** The Engineer will review and return or email the reviewed shop drawings within 15 calendar days of receipt of such shop drawings. Reviewed shop drawings will be returned to the Contractor or email and marked with the appropriate code checked either "FURNISH AS SUBMITTED", "FURNISH AS CORRECTED" or "REVISE AND RESUBMIT".
- R. **Work Prior to Review:** No material or equipment shall be purchased, fabricated especially for this Contract, or delivered to the project site until the required shop drawings have been submitted, processed, reviewed by the Engineer and marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED". All materials and Work involved in the construction shall be as represented by said shop drawings.

- S. The Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.

1.07 WARRANTIES

- A. Warranties called for in the Contract Documents shall be originals and submitted to the City through the Engineer. When warranties are required, they shall be submitted prior to request for payment.
- B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.

1.08 CERTIFICATES

- A. Four copies of certificates of compliance and test reports shall be submitted for requested items to the Engineer prior to request for payment.

1.09 PRODUCT SAMPLES

- A. Contractor shall furnish for review all product samples as required in the Contract Documents or requested by the Engineer to determine compliance with the specifications.
- B. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete product identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented in the sample will be used.
- C. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp certifying that they have been so checked. Transportation charges on samples submitted to the Engineer shall be prepaid by the Contractor.
- D. The Engineer's review will be for compliance with the Contract Documents, and its comments will be transmitted to the Contractor with reasonable promptness.
- E. Acceptable samples will establish the standards in which the completed Work will be judged.

1.10 OPERATION AND MAINTENANCE MANUALS

- A. General: The Contractor shall furnish and deliver to the Engineer three (3) complete Operation and Maintenance (O&M) Manuals for the substantial, complete systems including instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operations, maintenance, and repair of all Contractor furnished equipment. Also included shall be a spare parts diagram and complete spare parts list. These requirements are a prerequisite to the operation and acceptance of equipment. Each O&M Manual shall be bound together in appropriate three-ring hard cover binders. A detailed table of contents shall be provided for each Manual. Provide an appropriate label on the binder edge. Provide tabs and separate sections for operation, maintenance, spare parts, etc.

- B. Written operations and maintenance instructions are required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Extensive pictorial cuts of equipment are required for operator reference in servicing.
- C. Information not applicable to the specific piece of equipment installed on this project shall be struck from the Manual by the Contractor. Information provided shall include a source of replacement parts and names of service representatives, including addresses and telephone numbers.
- D. When written instructions include shop drawings and other information previously reviewed by the Engineer, only those editions which were accepted by the Engineer, and which accurately depict the equipment installed, shall be incorporated in the O&M Manual.
- E. Maintenance and Lubrication Schedules: The Contractor shall include in the O&M Manual, for all Contractor furnished mechanical and electrical equipment including switchgear and motor control centers, instrumentation, valves, gates, etc., complete maintenance and lubrication schedules. Separate forms shall be submitted for each piece of equipment. Sample forms are included at the end of this section. As an alternate to the forms, the Contractor may submit an electronic copy of the manufacturer's recommended preventive maintenance requirements.
- F. The Contractor shall include in the O&M Manual, for all Contractor furnished pumps and motors, complete data sheets. Separate forms shall be submitted for each different type and size of pump and motor. Sample forms are included at the end of this section.
- G. The Contractor shall also furnish and deliver to the Engineer three (3) USB drives with all O&M manuals in an electronic format suitable for downloading into the City O&M database system. All manuals and drawings for the vendor provided equipment, submitted system or system shall be in Adobe Portable Document Format (PDF) format. The shall be PDF Formatted Text and Graphics (formerly Normal or PDF Searchable Image (formerly ImageText). If submitted in Searchable Image format, the shall be Optical Character Recognized (OCR'ed) at a 95 percent confidence level, using Adobe Acrobat Capture 3.0 or an equivalent product. There shall be links from all Table of Contents entries to the actual occurrence in the body of the manual. Bookmarks shall be created for all linked Table of Contents entries. This requirement applies to all equipment to be furnished on this project.

1.11 RECORD DRAWINGS

- A. Requirements for record drawings shall be in accordance with Section 01320.

1.12 AS BUILT GIS DATABASE

- A. Requirements for the As-Built GIS Database updates shall be in accordance with Section 01320.

1.13 ELEVATION CERTIFICATES [FOR NEW BUILDINGS]

- A. Two copies of Elevation Certificates for each new building, certified by a registered surveyor, shall be submitted to the Engineer prior to the request for certificate of

completion / certificate of occupancy from the City of Fort Lauderdale Building Department.

1.14 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. General: Prior to commencing work, the Contractor shall have a continuous color audio-video recording taken of the entire Project, including adjacent work areas, plant site and all other areas that will be disturbed by the Contractor's operations, to serve as a record of preconstruction conditions. No construction shall begin prior to review and acceptance of the recordings covering the respective, affected construction area by the Engineer. The Engineer shall have the authority to reject all or an portion of the recording not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Recordings shall not be performed more than ninety days prior to construction in an area. Recording format shall be MP4 audio-video, minimum 1280 x 720 resolution, and playback using Windows Media Player. CDs and/or DVDs will not be accepted. All flash drives and written records shall become property of the City.
- B. Services: The Contractor shall engage the services of a professional electrographer. The color recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. The electrographer shall furnish to the Engineer a list of all equipment to be used for the audio-video recording, i.e., manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by the electrographer is the names and addresses of two references that the electrographer has performed color audio-video recordings for on projects of a similar nature within the last twelve months.
- C. Equipment: All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.
 - 1. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity, and be free from distortion and interruptions.
 - 2. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than twelve feet. In some instances, audio-video coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance acceptable to the Engineer.
- D. Recorded Information - Audio: Each recording shall begin with the current date, project name and municipality and be followed by the general location, i.e., process structure, or area, viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with the electrographer fixed elevation video record of the zone of influence of construction.

- E. Recorded Information - Video: All video recordings must, in electronic means, display continuous and simultaneous, generated with the actual recording, transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hours, minutes, and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, process structure or area, and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.
- F. Conditions for Recording: All recording shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recordings and to produce bright, sharp video recordings of those subjects.
- G. Video Coverage: Video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavement, landscaping, fences, signs and interior and exterior of existing structures affected by the work and the interiors of structures adjacent to the work, and any other on-site area that will be occupied or impacted by the Contractor or any of their subcontractors or suppliers within the area covered.

1.15 PROJECT PHOTOGRAPHS

- A. The Contractor shall engage and pay for the services of a photographer for ground level progress pictures each month during the course of the construction activities. The photographer's periodic visits and work shall be coordinated with the City. A total of 25 progress photographs in electronic format of completed work is required each month. A photograph picture shall be defined as one image. Meta data shall include the following information:
 - 1. Location
 - 2. Name/number of structure
 - 3. Photo Number
 - 4. Date photograph was taken
 - 5. Description
 - Name of photographer
 - 7. Owner's witness
- B. Digital images of each photograph shall be submitted electronically to the Engineer with the Contractor's monthly estimate.

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION [NOT USED]

<u>EQUIPMENT LUBRICATION SCHEDULE</u>			
EQUIPMENT ITEM:			
EQUIPMENT ID NO.:			
EQUIPMENT LOCATION:			
EQUIPMENT MANUFACTURER:			
ADDRESS:			
PHONE:			
SERVICE REPRESENTATIVE:			
ADDRESS:			
PHONE:			
MAINTENANCE REQUIREMENTS:			
<u>Maintenance Operation</u>	<u>Frequenc Running Time / Calendar</u>	<u>Lubricant</u>	<u>Description / Type / Special Tools</u>

Page _____ of □□□□□

NOTE: Use additional sheets as required

<u>EQUIPMENT MAINTENANCE SCHEDULE</u>			
EQUIPMENT ITEM:			
EQUIPMENT ID NO.:			
EQUIPMENT LOCATION:			
EQUIPMENT MANUFACTURER:			
ADDRESS:			
PHONE:			
SERVICE REPRESENTATIVE:			
ADDRESS:			
PHONE:			
MAINTENANCE REQUIREMENTS:			
<u>Maintenance Operation</u>	<u>Frequenc^y Running Time / Calendar</u>	<u>Lubricant</u>	<u>Description / Type / Special Tools</u>

Page _____ of □□□□□□

NOTE: Use additional sheets as required.

- END OF SECTION -

SECTION 01312

FIELD ENGINEERING

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Contractor shall provide and pay for field Engineering and Survey services required for the project.
- B. Identify existing control points and property line corner stakes indicated on the Drawings, as required.

1.02 QUALIFICATIONS OF SURVEYOR

- A. Qualified Registered Professional Surveyor or Mapper, acceptable to the City and the Engineer.

1.03 SURVEY REFERENCE POINTS

- A. Location and elevation of benchmarks are shown on the Drawings. Identify basic horizontal and vertical control points for the construction project including:
- B. Permanent coordinate reference points with horizontal and vertical control, located and staked as shown on the plans.
- C. Contractor's Responsibilities:
 - 1. Provide survey and layout required to layout the Work.
 - 2. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
 - 3. In event of discrepancy in data or benchmarks, request clarification before proceeding with Work.
 - 4. Retain professional land surveyor or civil engineer registered in state of Florida who shall perform or supervise engineering surveying necessary for construction staking and layout.
 - 5. Maintain complete accurate log of survey Work as it progresses as a Record Document.
 - On request of City, submit documentation.
 - 7. Provide competent employees, tools, stakes, and other equipment and materials as City may require to:
 - 8. Establish control points, lines, and easement boundaries.
 - 9. Check layout, survey, and measurement Work performed by others.
 - 10. Measure quantities for payment purposes.

- D. The Contractor shall locate and protect control points prior to starting site construction work and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to City.
 - 2. Report to Engineer when a reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Contractor's surveyor shall replace project control points which may be lost or destroyed. Replacements shall be established based on original survey control.
- E. Contractor shall be responsible for performing survey and preparing As-Built drawings for all other portions of the work in accordance with Section 01320 – Project Record Documents.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Contractor's surveyor shall establish a minimum of two permanent benchmarks on site, referenced to data established survey control points.
- B. Contractor shall establish lines and levels, locate and layout, prepare a Horizontal and Vertical Control Plan for the purpose of construction staking instrumentation and similar appropriate means:
 - 1. Stakes for grading and fill placement.
 - 2. Controlling lines and levels as required.
- C. From time to time, verify layouts same methods.
- D. Horizontal and vertical control plan shall be made available to City in AutoCAD Civil 3D 2019 format or most current release.
- E. A plan released to the Contractor via electronic media is for as-built use only. They have not been geometrically calculated by a Surveyor. This applies to all aspects of the plans including, but not limited to, right-of-way, road utilities and drainage.

1.05 RECORDS

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

1.06 SUBMITTALS

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

PART 2 - PRODUCTS

☐NOT USED☐

PART 3 - EXECUTION

☐NOT USED☐

- END OF SECTION -

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SECTION 01320

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall submit Project Record Documents, including As Builts and As Built GIS Database updates as specified herein.
- B. Maintain at the site of the Owner a record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Approved Shop Drawings, Product Data and Samples
 - 6. Field Test Records
 - 7. Stormwater Pollution Prevention Plan (SWPPP)
 - 8. Broward County Resilient Environmental Department - Hazardous Material Management Facility License (Fuel Storage Tank)
 - 9. Broward County Resilient Environmental Department - Environmental Assessment (Remediation Dewatering)
 - 10. City of Fort Lauderdale - Development Review Committee (DRC)
 - 11. City of Fort Lauderdale - Development Services Division
 - a. Building Permit
 - 6. Electrical Permit
 - c. Plumbing Permit
 - d. Engineering (Right of Way)
 - e. Flood
 - f. Mechanical
 - g. Structural

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction:
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection of Owner and Owner's Project Manager.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by Engineer.

1.04 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction: hard copy and ACAD format
 - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Field Order or Change Order.
 - 5. Details not on original Contract Drawings.
- D. Specifications and Addenda: Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
 - 2. Changes made by Field Order or Change Order.

1.05 AS-BUILT AND RECORD DRAWINGS

- A. The term 'As-Built Drawing' refers to drawings signed and sealed by a Florida registered surveyor and mapper (PSM) provided by the Contractor. As-built information

will be provided to the Engineer of Record for review. Contractor will prepare record drawings based on as-built information.

- B. The as-built drawings cover sheet will be signed, sealed and dated by the PSM. The cover sheet will include the PSM's name, business name, PSM number, address and telephone number and contain the following statement:
- "I hereby certify that the as-built location information of the potable water, reclaimed water, wastewater and drainage facilities shown on these drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 5-17.050-10 of the Florida Administrative Code, as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of our knowledge and belief."
- C. As-builts will contain the information on the design drawings, plus the following additional requirements:
1. As-builts are to document changes between the design and construction. All information that is incorrect due to changes during construction will be corrected. Incorrect or no longer relevant information will be erased or struck through. Any facilities constructed in a horizontal or vertical location materially different than one-tenth foot horizontal, one-tenth foot vertical than the design location will have their design location struck through and will be redrafted at the constructed location. Design drawing dimensioning to water and wastewater facilities will be corrected as necessary.
 2. Drawings will be a complete set including cover sheet, index if one was included in the approved design drawings and any other sheets included in the approved design set. Standard detail sheets are not necessary.
 3. Drawings will include the Minimum As-Built and Record Drawing Contents described in the rules of Fort Lauderdale minimum standards.
- D. The Contractor shall maintain full size 24"x36" or 22"x34" field drawings to reflect the "as-built" items of Work as the Work progresses. Upon completion of the work the Contractor shall prepare a record set of "AS-BUILT" Drawings on full-size, reproducible material and an electronic file in .DWG format (AutoCAD, latest Version). One set of full size design Drawings on reproducible material will be furnished to the Contractor by the design Engineer at the current square foot price. An electronic file of the design Drawings will be furnished to the Contractor by the Engineer at no additional cost for as-built purposes only. No additional payment will be made for those "as-built" Drawings.
- E. The cost of maintaining record changes, and preparation of the As-Built Drawings shall be included in the unit prices bid for the affected items. Upon completion of the Work, the Contractor shall furnish the Owner's Project Manager the reproducible As-Built Drawings and electronic files. The completed As-Built Drawings shall be delivered to the Owner's Project Manager at least 48 hours prior to final inspection of the Work. The Final Inspection will not be conducted unless the As-Built Drawings are in the possession of the Owner's Project Manager.

- F. The completed As-Built Drawings shall be certified by a Professional Surveyor and Mapper registered in the State of Florida. This certification shall consist of the surveyor's embossed seal bearing the registration number, the surveyor's signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor. The final as-builts shall also be submitted using state plane coordinates. NAD 1988 for vertical NAD 83 with 90 adjustment for horizontal.
- G. Representative items of Work that should be shown on the record Drawings as verified, changed or added are shown below:
1. Plans:
 - a. Structure types, location with grade of rim and flow-line elevations.
 - b. Pipe type, length, size and elevations.
 - c. Utility type, length, size and elevation in conflict structures.
 - d. All maintenance access structures, valves and hydrants within right-of-way.
 - e. Spot critical elevations at plateaued intersections. P.C., P.T., and mid point of all intersections, etc.
 - f. Sewer laterals shall be stationed between maintenance access structures.
 2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.
 3. Water and Sewer Plans: Location horizontal and vertical of all pipe lines, structures, fittings, services, valves and appurtenances, and water main / sanitary sewer pipe crossings.
- H. The Contractor shall submit an electronic set of progress As-Built Drawings with each application for payment. These Drawings shall accurately depict the Work completed and for which payment is being requested.
- I. The term 'Record Drawing' refers to the final drawing set signed and sealed by the Engineer of Record. The Engineer of Record will prepare or have prepared record drawings based on as-built information provided by the PSM and from information provided by the Engineer's staff. The Engineer of Record shall retain the signed and sealed 'as-built' drawings provided by the PSM with the other project records for possible review by Owner upon request. Record Drawings shall meet the requirements of the Contract Documents.
- As-Built and Record Drawings shall include the following contents at a minimum.
1. The amount of information required on as-built and record drawings will require the drawing author to organize its presentation in order to make the drawings readable. On occasion, it may be necessary to put stormwater, water, and wastewater information on separate sheets, and/or use a table to show coordinate information.
 2. Show the location of easements used by the stormwater, water, and wastewater facilities.

3. Indicate pipe joint locations where stormwater, water, wastewater or reclaimed water piping crosses.
4. Indicate the length of gravity stormwater and wastewater piping and actual slope between manhole centers.
5. Show all abandoned in place facilities including the extent and method of abandonment.
 - Show elevations to the nearest tenth of a foot for:
 - a. Top of pipe for elevations at vertical deflection points and every 200 feet along straight runs.
 - Top of pipe of stormwater, water, or wastewater facilities where they cross all other facilities (drainage, telephone, cable TV, electric, etc.)
7. Show elevations to the nearest one hundredth of a foot for:
 - a. Manholes (MH) rims.
 - Inverts of every gravity wastewater and stormwater pipe and force main connections to MH.
 - c. Lift station top of sump, bottom of wet well, influent pipe invert and control set points.
8. Coordinates will be provided for Owner maintained facilities, including:
 - a. Water mains, force mains and reclaimed water mains at deflection points and every 200 feet along straight runs.
 - The center of each MH, fitting, valve, flow off, hydrant, water meter box, wastewater cleanout, lift station wetwell, double detector check or other non-pipe water or wastewater facilities
 - c. The location of each connection to existing facilities.
 - d. The corners (vertices) of all easements being granted to the Owner as a part of the project.
 - e. Other locations designated by Owner.
9. Show the changed location of any non-water/wastewater/stormwater features so they are at the visually correct location relative to Owner maintained facilities.
10. Drawings shall include color photographs of all connections to existing Owner infrastructure as well as all critical utility crossings and where specifically required on the design drawings. The pictures will be taken with a GPS camera that automatically geotags the picture. A maximum of six photographs per sheet is acceptable. Each photograph shall have a minimum size of 8"x10". Photographs shall have a density of 3.0 megapixel or greater. Plot resolution is to be a minimum 300 dots per inch. Photographs shall normally be taken from a point between four feet (4') and six feet (6') above the subject infrastructure and shall show good detail

in both shadow and sunlit areas. Include a measuring device in the photo for scale and where applicable to indicate the depth or separation of the utilities. A symbol (i.e. an arrow) is to be used in the plan views indicating the location and direction of view for each photograph submitted. The symbol must include the photograph number. A caption under each photograph shall include the following information:

- a. Photograph number
 - b. Photograph description
 - c. Date of photograph
 - d. Location and direction of view (for example 201 NW 34 Street looking North)
 - e. State plane coordinates
 - f. All photographs included in the drawings will also be provided to Owner in JPEG format on CD or DVD media. The CD or DVD will be labeled with the Owner project name and number. Individual photo files will be named using the same photograph number contained in the drawings.
11. The size and material of the piping shall be verified by the survey crew at the time of as-built.
12. As-builts of all drainage lines shall include the following information:
- a. Rims, inverts, length of piping between structures, length of infiltration trench, and weir elevations if applicable.
 - b. The size and material of the piping shall be verified by the survey crew at the time of as-built.
13. As-builts for the edge of pavement and sidewalk locations shall include horizontal locations and shall indicate all deviations from the design plans.
14. All rock as-builts for parking lot, roadways and swales areas shall consist of the following:
- a. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.
 - b. Rock as-builts shall be taken at all locations where there is a finish grade elevation shown on the design plans.
 - c. All catch basin and maintenance access structure rim elevations shall be shown.
 - d. Elevations around island areas will also be required.
 - e. As-builts shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

- f. Note: Rock as-built required prior to paving. Engineer shall review rock as-built within five days of receipt.
- 15. Lake and canal bank as-built shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 lf, unless otherwise specified. As-built shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing.
- 16. Retention area as-built elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well.
- 17. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the as-built. The Owner's Project Manager may request additional as-built information to verify horizontal or vertical locations.

1.0 AS BUILT GIS DATABASE REQUIREMENTS

- A. The Contractor shall submit updates to the Owner's GIS database cataloging the constructed stormwater infrastructure. Updates shall be in accordance with the Owner's latest geodatabase and corresponding Geodatabase Data Dictionary. The Geodatabase Data Dictionary is provided as an attachment to this specification.
- B. Contractor shall enter location and attribute information collected from survey field work and final As-Built Drawings into an Owner issued geodatabase template. The Owner shall provide a template in Microsoft Excel format to be used for data entry. This template will adhere to the Owner's geodatabase schema for feature classes, related tables, and domain tables. The asset types to be collected and delivered shall include, but not limited to, the following assets:
 - 1. Control valves
 - 2. Efiltration trenches
 - 3. Gravity mains
 - 4. Pressurized mains
 - 5. Inlets
 - 6. Manholes
 - 7. Network structures including pump stations or pipe ends
 - 8. Inline valves
 - 9. Outfalls
- C. Attribute types shall be coordinated with the Owner but shall adhere to the requirements of the Owner's Geodatabase Data Dictionary.

1.07 SUBMITTAL

- A. Submittals of final As-Built Drawings shall be made with monthly payment applications and at the completion of the entire project. At Contract closeout, deliver all Record Documents to Owner's Project Manager, for presentation to the Owner.
- B. A complete set of As-Built Drawings shall be prepared and delivered to the Owner's Project Manager. Work shall be performed by a Registered Professional Surveyor and Mapper shall include, but not be limited to the following:
 - 1. Valve boxes, splice boxes, pull boxes, all underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, sanitary sewer lines and structures, finished necessary grades, benches, curbs, fences, walls, signs, light fixtures and other items as necessary in accordance with Owner Record Plan/As-Built plan requirements.
- C. Submittal of the draft As-Built GIS Database shall be done electronically. The Engineer will review the Excel file for completeness. The Owner shall provide written comments on the submittal. The Contractor shall provide a written response for each comment. The Contractor shall make revisions to the Excel file and submit both the responses to the comments and the revised database file for review to the Engineer and the Owner. Should further modifications of GIS database file be required, the Contractor shall make these modifications at no additional cost to the Owner.
- D. Accompany all submittals with transmittal letters in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or authorized representative.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

- END OF SECTION -

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. Testing Laboratory Services

1. Laboratory testing and checking and all certifications required in the Specifications, including the cost of transporting all samples and test specimens, shall be provided by the Contractor unless otherwise indicated in the Specifications. Payment for laboratory services shall be made from the Allowance item entitled "Laboratory Testing Fees". Payment shall be made based on the actual cost of service upon submission of paid invoices.
2. The Contractor shall retain the services of an independent, certified testing laboratory to perform all testing required in the Contract Documents and in permitting agencies. The Contractor shall submit the name of the testing laboratory and evidence of all appropriate certifications for approval to the Engineer and the City.
3. In the case of a conflict between this Specification Section and the Contractor's Quality Management Plan, the more stringent requirement between the two documents shall govern.
4. Procedure
 - a. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests.
 - b. The collection, field preparation and storage of field samples and test specimens shall be performed by the Contractor as required in the Specifications and as directed by the City.
5. Supplemental and Other Testing
 - a. Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the City to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the City. Testing of this nature shall be conducted at no additional cost to the City.

1.02 OBSERVATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the Engineer at the place of manufacture.
- B. The presence of the Engineer at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment

which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by an act or omission on the part of the Engineer.

1.03 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the City reserves the right to use an generally-accepted system of sampling and testing which, in the opinion of the Engineer, will ensure the City that the quality of the work is in full accord with the Contract Documents.
- B. A waiver by the City of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the Engineer reserves the right to make independent investigations and tests and failure of any portion of the Work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such Work in accordance with the General Conditions.
- D. Materials to be tested include, but are not necessarily limited to the following:
 - 1. cement,
 - 2. concrete aggregate,
 - 3. concrete,
 - 4. bituminous paving materials,
 - 5. structural and reinforcing steel,
 - 6. waterproofing,
 - 7. select backfill, subgrade, base material, crushed stone or gravel and sand,
 - 8. water during pipeline disinfection and bacteriological testing

1.04 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant Work and shall report in writing to the Engineer any conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any

required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor within the scope of the Project.

1.05 OBSERVATION AND TESTING

- A. The work or actions of the testing laboratory shall in no way relieve the Contractor of its obligations under the Contract. The laboratory testing work will include such observations and testing required by the Contract Documents, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.
- B. The Contractor shall allow the Engineer ample time and opportunity for field observation and testing materials and equipment to be used in the Work. The Contractor shall advise the Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and its representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and installation. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at its own expense, all samples of materials required by the Engineer for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.
- C. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other Sections of the Specifications. The Contractor shall also place his orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish the City with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the Section which covers a particular piece of equipment.
- D. Where other tests or analyses are specifically required in other Sections of these Specifications, the cost thereof shall be borne by the party (City or Contractor) so designated in such Sections. The City will bear the cost of all tests, observations, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, observations, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereon. Whenever nonconformance is determined by the Engineer as a result of such tests, observations, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the City for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.
- E. Significance of Tests
 - 1. Test results shall be binding on both the Contractor and the City, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplemental testing shall prove, to the

satisfaction of the City that the initial samples were not representative of actual conditions.

F. Supplemental and Other Testing

1. Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the City to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the City. Testing of this nature shall be conducted at the Contractor's expense.

1.0 RIGHT OF REJECTION, IMPERFECT WORK, EQUIPMENT, OR MATERIALS

- A. The Engineer, acting for the City, shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site, or during the subsequent guarantee period. If the Engineer or its representative, through an oversight or otherwise, has accepted materials or Work which is defective, or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the Engineer for the City. Any defective or imperfect work, equipment, or materials furnished by the Contractor which is discovered shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Satisfactory work or materials shall be substituted for that rejected.
- B. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.
- C. The Engineer may order tests of imperfect or damaged work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work, equipment, or material was not impaired, consistent with the final general appearance of same, the work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questioned work, equipment, or materials has been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

1.07 OTHER CONSTRUCTION CONSIDERATIONS

- A. Sleeves and Openings: The Contractor shall provide all openings, chases, etc., to fit its own work and that of any other subcontractors and Contractor's. All such openings or chases shown on the Contract Drawings, or reasonably implied thereon, or as confirmed or modified by acceptable shop, setting or erecting drawings, shall be provided by the Contractor.
- B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as integral part of an opening, the sleeves,

openings, forms or frames shall be furnished by the installer of the pipes, conduits or equipment, but shall be placed by the Contractor. Where hanger inserts, anchor bolts and similar items are to be embedded in concrete as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, etc., but shall be placed by the Contractor.

- C. Weather Conditions: Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure.
- D. Fire Protection: The Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, including its own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 BUOYANCY

- A. The Contractor shall be completely responsible for any tanks, pipelines, utility access, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the Contractor shall take the necessary steps to prevent damage due to floating or flooding, and shall repair or replace said improvements at no additional cost to the City.

- END OF SECTION -

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SECTION 01430

OPERATION AND MAINTENANCE DATA

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Detailed information for the preparation, submission, and Engineer's review of Operations and Maintenance O&M Data, as required in individual Specification sections.

1.02 DEFINITIONS

- A. Preliminary Data: Initial and subsequent submissions for Engineer's review.
- B. Final Data: Engineer-accepted data, submitted as specified herein.
- C. Maintenance Operation: As used on Maintenance Summary Form is defined to mean an routine operation required to ensure satisfactory performance and longevity of equipment. Examples of typical maintenance operations are lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

1.03 SEQUENCING AND SCHEDULING

A. Equipment and System Data:

1. Preliminary Data:

- a. Do not submit until Shop Drawing for equipment or system has been reviewed and approved by Engineer.

b. Submit prior to shipment date.

- 2. Final Data: Submit Compilation Formatted and Electronic Media Formatted data prior to initiation of Functional Testing as specified in the Section entitled "Equipment Testing and Startup".

B. Materials and Finishes Data:

- 1. Preliminary Data: Submit at least 15 days prior to request for final inspection.

- 2. Final Data: Submit within 10 days after final inspection.

1.04 DATA FORMAT

- A. Prepare preliminary data in the form of an instructional manual. Prepare final data in data compilation format and on electronic media, as specified herein.

B. Instructional Manual Format:

- 1. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.

2. Size: 8-1/2 inches □□ 11 inches, minimum.
 3. Cover: Identify manual with typed or printed title "OPERATION AND MAINTENANCE DATA" and list:
 - a. Project title.
 - Designate applicable system, equipment, material, or finish.
 - c. Identif□ of separate structure as applicable.
 - d. Identif□ of equipment name, number and Specification section.
 4. Title Page:
 - a. Contractor name, address, and telephone number.
 - Subcontractor, Supplier, installer, or maintenance contractor's name, address, and telephone number, as appropriate.
 - 1□ Identif□ area of responsibility of each.
 - 2□ Provide name and telephone number of local source of supply for parts and replacement.
 5. Table of Contents:
 - a. Neatly typewritten and arranged in systematic order with consecutive page numbers.
 - Identif□ each product □□ product name and other identifying numbers or symbols as set forth in Contract Documents.
 - Paper: 20-pound minimum, white for typed pages.
 7. Text: Manufacturer's printed data, or neatly typewritten.
 8. Three-hole punch data for binding and composition □ arrange printing so that punched holes do not obliterate data.
 9. Material shall be suitable for reproduction, with quality equal to original. Photocopying of material will be acceptable, except for material containing photographs.
- C. Data Compilation Format:
1. Compile all Engineer-accepted preliminary O&M data into a hard-copy, hard-bound set.
 2. Each set shall consist of the following:
 - a. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.
 - Cover: Identify each volume with typed or printed title "OPERATION AND MAINTENANCE DATA, VOLUME NO. ___ OF ___," and list:

- 1 Project title.
 - 2 Contractor's name, address, and telephone number.
 - 3 If entire volume covers equipment or system provided one Supplier include the following:
 - a Identifying general subject matter covered in manual.
 - Identifying equipment number and Specification section.
 - c. Provide each volume with title page and typed table of contents with consecutive page numbers. Place contents of entire set, identified volume number, in each binder.
 - d. Table of contents neatly typewritten, arranged in a systematic order:
 - 1 Include list of each product, indexed to content of each volume.
 - 4) Designate system or equipment for which it is intended.
 - 5 Identify each product product name and other identifying numbers or symbols as set forth in Contract Documents.
 - f. Section Dividers:
 - 1 Heavy, 80 pound cover weight, tabbed with numbered plastic index tabs.
 - 2 File Leaf:
 - a For each separate product, or each piece of operating equipment, with typed description of product and major component parts of equipment.
 - List with Each Product:
 - 1 Name, address, and telephone number of Subcontractor, Supplier, installer, and maintenance contractor, as appropriate.
 - 2 Identifying area of responsibility of each.
 - 3 Provide local source of supply for parts and replacement.
 - c Identifying of separate structure as applicable.
 - g. Assemble and bind material, as much as possible, in same order as specified in the Contract Documents.
- D. Electronic Media Format: All Final O&M data shall also be submitted in whole in electronic format on digital CD or DVD media. Electronic O&M manuals shall contain information in standard formats (Adobe, PDF, Word, AutoCAD, HTML, etc.) and shall be easily accessible through the use of standard, "off-the-shelf" software such as an Internet browser. Hypertext links shall be embedded throughout the text for ease of navigation between references.

1.05 SUBMITTALS

A. Informational:

1. Data Outline: Submit 2 copies of a detailed outline of proposed organization and contents of Final Data prior to preparation of Preliminary Data.
2. Preliminary Data:
 - a. Submit 4 copies for Engineer's review.
 1. If data meets conditions of the Contract:
 1. One copy will be returned to Contractor.
 2. One copy will be forwarded to Resident Project Representative.
 3. One copy will be retained in Engineer's file.
 4. One copy will be retained by the City.
 - c. If data does not meet conditions of the Contract:
 1. All copies will be returned to Contractor with Engineer's comments on separate document for revision.
 2. Engineer's comments will be retained in City's and Engineer's files.
 3. Resubmit 4 copies revised in accordance with Engineer's comments.
3. Final Data - Hardcopies: Submit 3 copies in format specified herein.
4. Final Data - Electronic Media Format: Submit 3 copies in format specified herein.

1.06 DATA FOR EQUIPMENT AND SYSTEMS

A. Content for Each Unit for Common Units and System:

1. Product Data:
 - a. Include only those sheets that are pertinent to specific product.
 1. Clearly annotate each sheet to:
 1. Identify specific product or part installed.
 2. Identify data applicable to installation.
 3. Delete references to inapplicable information.
 - c. Function, normal operating characteristics, and limiting conditions.
 - d. Performance curves, engineering data, nameplate data, and tests.
 - e. Complete nomenclature and commercial number of replaceable parts.

- f. Original manufacturer's parts list, illustrations, detailed assembly drawings showing each part with part numbers and sequential numbered parts list, and diagrams required for maintenance.
 - g. Spare parts ordering instructions.
 - h. Where applicable, identify installed spares and other provisions for future work (e.g., reserved panel space, unused components, wiring, terminals).
2. As-installed, color-coded piping diagrams.
 3. Charts of valve tag numbers, with the location and function of each valve.
 4. Drawings: Supplement product data with Drawings as necessary to clearly illustrate:
 - a. Format:
 - 1. Provide reinforced, punched, binder tabbed in with text.
 - 2. Reduced to 8-1/2 inches x 11 inches, or 11 inches x 17 inches folded to 8-1/2 inches x 11 inches.
 - 3. Where reduction is impractical, fold and place in 8-1/2-inch x 11-inch envelopes bound in text.
 - 4. Identify Specification section and product on Drawings and envelopes.
 - b. Relations of component parts of equipment and systems.
 - c. Control and flow diagrams.
 5. Coordinate drawings with Project record documents to assure correct illustration of completed installation.
- Instructions and Procedures: Within text, as required to supplement product data.
 - a. Format:
 - 1. Organize in consistent format under separate heading for each different procedure.
 - 2. Provide logical sequence of instructions for each procedure.
 - 3. Provide information sheet for City's personnel, including:
 - a. Proper procedures in event of failure.
 - b. Instances that might affect validity of guarantee or Bond.
 - b. Installation Instructions: Including alignment, adjusting, calibrating, and checking.
 - c. Operating Procedures:
 - 1. Startup, break-in, routine, and normal operating instructions.

- 2□ Test procedures and results of factor□ tests where re□ired.
- 3□ Regulation, control, stopping, and emergenc□ instructions.
- 4□ Description of operation se□uence □□ control manufacturer.
- 8□ Shutdown instructions for □oth short and e□tended duration.
- 9□ Summer and winter operating instructions, as applica□e.
- 10□ Safet□ precautions.
- 11□ Special operating instructions.

d. Maintenance and Overhaul Procedures:

- 1□ Routine maintenance.
- 12□ Guide to trou□eshooting.
- 13□ Disassem□□, removal, repair, reinstallation, and re-assem□□

B. Content for Each Electric or Electronic Item or S□stem:

- 1. Description of Unit and Component Parts:
 - Function, normal operating characteristics, and limiting conditions.
 - c. Performance curves, engineering data, nameplate data, and tests.
 - d. Complete nomenclature and commercial num□er of replacea□e parts.
 - e. Interconnection wiring diagrams, including control and lighting s□stems.
- 2. Circuit Directories of Panel□boards:
 - a. Electrical service.
 - Controls.
 - c. Communications.
- 3. List of electrical rela□ settings, and control and alarm contact settings.
- 4. Electrical interconnection wiring diagram, including control and lighting s□stems.
- 5. As-installed control diagrams □□ control manufacturer.
- Operating Procedures:
 - a. Routine and normal operating instructions.
 - Se□uences re□ired.
 - c. Safet□ precautions.
 - d. Special operating instructions.

7. Maintenance Procedures:
 - a. Routine maintenance.
 - Guide to troubleshooting.
 - c. Adjustment and checking.
 - d. List of relay settings, control and alarm contact settings.
8. Manufacturer's printed operating and maintenance instructions.
9. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

C. Maintenance Summary

1. Compile individual Maintenance Summary for each applicable equipment item, respective unit or system, and for components or sub-units.
2. Format:
 - a. Use Maintenance Summary Form found with this Section or electronic facsimile of such.
 - Each Maintenance Summary may take as many pages as required.
 - c. Use only 8-1/2-inch or 11-inch size paper.
 - d. Complete using typewriter or electronic printing.
3. Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommend type, grade, and temperature range of lubricants and frequency of lubrication.
4. Recommended Spare Parts:
 - a. Data to be consistent with manufacturer's Bill of Materials/Parts List furnished in O&M manuals.
 - e. "Unit" is the unit of measure for ordering the part.
 - f. "Quantity" is the number of units recommended.
 - g. "Unit Cost" is the current purchase price.

1.07 DATA FOR MATERIALS AND FINISHES

A. Content for Architectural Products, Applied Materials, and Finishes:

1. Manufacturer's data, giving full information on products:
 - a. Catalog number, size, and composition.
 - h. Color and texture designations.
 - i. Information required for reordering special-manufactured products.

2. Instructions for Care and Maintenance:

- a. Manufacturer's recommendation for types of cleaning agents and methods.
- Cautions against cleaning agents and methods that are detrimental to product.
- k. Recommended schedule for cleaning and maintenance.

B. Content for Moisture Protection and Weather Exposed Products:

1. Manufacturer's data, giving full information on products:

- a. Applicable standards.
- Chemical composition.
- c. Details of installation.

2. Instructions for inspection, maintenance, and repair.

1.08 SUPPLEMENTS

A. The supplements listed below, following "END OF SECTION," are part of this Specification.

- 1. Forms: Maintenance Summary Form.

PART 2 -- PRODUCTS

□NOT USED□

PART 3 – EXECUTION

□NOT USED□

- END OF SECTION -

CITY OF FORT LAUDERDALE

MAINTENANCE SUMMARY FORM

PROJECT: _____ CONTRACT NO.: _____

1. EQUIPMENT ITEM _____

2. MANUFACTURER _____

3. EQUIPMENT/TAG NUMBER(S) _____

4. WEIGHT OF INDIVIDUAL COMPONENTS OVER 100 POUNDS _____

5. NAMEPLATE DATA (hp, voltage, speed, etc.) _____

MANUFACTURER'S LOCAL REPRESENTATIVE _____

a.

Name _____

Telephone No. _____

Address _____

7. MAINTENANCE REQUIREMENTS

Maintenance Operation Comments	Frequency	Lubricant (If Applicable)
List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. (Reference to manufacturer's catalog or sales literature is not acceptable.)	List required frequency of each maintenance operation.	Refer to manual to lubricant required.

PROJECT NO. 11843 PROGRESSO VILLAGE STORM WATER IMPROVEMENTS

Maintenance Operation Comments	Frequency	Lubricant (If Applicable)

8. LUBRICANT LIST

Reference Symbol	Shell	Standard Oil	Gulf	Arco	Or Equal
List symbols used in No. 7. above.	List equivalent lubricants, as distributed by each manufacturer for the specific use recommended.				

9. RECOMMENDED SPARE PARTS FOR CITY'S INVENTOR.

Part No.	Description	Unit	Quantity	Unit Cost
<i>Note: Identify parts provided by this Contract with two asterisks.</i>				

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SECTION 01510

TEMPORARY UTILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safe and efficient performing the required Work, and shall be subject to review by the City's representative at any time within the duration of the Contract. All Work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. The Contractor shall provide for utilities and services for its own operations. The Contractor shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the Work.

1.02 POWER AND LIGHTING

- A. Power: The Contractor shall provide all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner.
- B. Construction Lighting: All Work conducted at night or under conditions of deficient daylight shall be suitably lighted to ensure proper Work and to afford adequate facilities for inspection and safe working conditions. Temporary lighting shall be maintained during nonworking periods if the area is subject to access by the public or City's personnel.
- C. Electrical Connections: All temporary connections for electricity shall be subject to review by the Engineer and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work.
- D. Separation of Circuits: Unless otherwise permitted by the Engineer, circuits separate from lighting circuits shall be used for all power purposes.
- E. Construction Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

1.03 WATER SUPPLY

- A. General: Except as noted otherwise, the Contractor shall make arrangements for and pay for all costs for all water used during construction including general construction used, testing, Contractor's trailer and Engineer's trailer. The Contractor shall provide and maintain all piping, fittings, adapters, and valving as may be required.

- B. If a temporary connection is made to a potable water system on-site (e.g., a fire hydrant), the Contractor must install a back flow prevention device and a meter, obtained from the City. The Contractor shall provide temporary piping for the metering and use of potable water. The cost of the water for the testing will be charged to the Contractor at the standard City rates including deposits, monthly charges and usage charges.
- C. Water Connections: The Contractor shall not make connection to, or draw water from, an fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.
- D. Removal of Water Connections: Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the Engineer and to the agency owning the affected utility.
- E. Fire Protection: The construction, and all other parts of the Work shall be connected with the Contractor's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the Work, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction and all local Fire Department Requirements.

1.04 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated in an acceptable location.

1.05 CONFINED SPACES

- A. The Contractor shall provide and maintain a safe working environment in confined spaces. The Contractor shall follow the applicable requirements of the OSHA Standards for Construction and NIOSH Publications for working in confined spaces.

1.06 TEMPORARY VENTILATION

- A. The Contractor shall provide and maintain adequate ventilation for a safe working environment. In addition, forced air ventilation shall be provided for the curing of installed materials, humidity control and the prevention of hazardous accumulations of dust, gases or vapors.

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

- END OF SECTION -

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SECTION 01520

CONSTRUCTION CONSTRAINTS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The intent of this Section is to outline the minimum requirements necessary to provide continuous public services throughout the construction period.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the operation of existing water, wastewater, and stormwater transmission facilities and nearby residents and businesses.
- C. The Contractor has the option of providing additional temporary facilities that can eliminate a constraint, provided it is done without cost to the City including additional City labor and provided that all requirements of these Specifications are fulfilled. Work not specifically covered in the following paragraphs may, in general, be done at any time during the contract period, subject to the operating requirements and constraints and construction requirements outlined hereinafter. All references to days in this Section shall be consecutive calendar days.

1.02 CONNECTION OF EXISTING SYSTEMS

- A. All connections to existing systems shall be performed in such a manner that no damage and minimal interruption is caused to the existing installation. Any damage caused to existing installations shall be repaired or replaced by the Contractor at no additional cost to the City.
- B. The Contractor shall note that some of the work in this Contract will require the Contractor to connect to existing pipelines and structures. The Contractor shall be responsible for the proper containment and disposal of wastewater, or other materials drained from existing pipelines and structures during construction, unless otherwise specifically noted to be performed by the City.
- C. The Contractor shall contain such wastewater or other materials in accordance with all applicable codes and shall dispose of such within the existing collection system as approved by the City. The Contractor shall be responsible for the prevention of wastewater or other material spills within the Work.

1.03 OPERATION REQUIREMENTS

- A. Coordination with Private Property Owners: Stormwater work is located in City of Fort Lauderdale right-of-way areas. Work is also adjacent to private residences and public access areas. The Contractor shall coordinate work with the City and shall minimize impacts to private property owners and public access areas. Contractor shall replace surrounding ground affected including but not limited to pavers, sidewalks, sod, landscape and bring it to original or better conditions.

- B. Sequence of certain major events and identification of time constraints for removing existing facilities from active service and installation of new facilities are described below. No phase of work or tasks within a phase shall preclude or be performed in parallel with a subsequent phase unless specifically defined so in these documents. In all cases, work in each phase shall be accepted for satisfactory use, subject to the City's approval, prior to the Contractor proceeding to the next phase of construction.
- C. Critical events in the sequence of construction are specified herein. The outlined sequence of construction does not include all items necessary to complete the Work, but is intended to identify the sequence of critical events necessary to eliminate disruption to the public and to the City's facilities. It shall be understood by the Contractor that the critical events identified are not all inclusive and that additional items of work not shown may be required. The sequence of construction is a precedence requirement and does not attempt to schedule the Contractor's work.

1.04 SEQUENCE OF CONSTRUCTION

A. Mobilization / Site Preparation

1. Mobilize for work – video roadways, swales and adjacent area, establish field offices, obtain permits, develop and submit construction schedule, submit shop drawing schedule and begin shop drawing submittals and procurement of materials.
2. For interfering utilities, construct new utilities up to tie-in points, perform tests, make final connections with minimum amount of shut down time. After acceptance of new utilities, remove existing interfering underground utilities and structures. Provide temporary services as required to maintain continuous operation.

B. Detailed Construction

1. Project Notification shall be performed in accordance with the requirements of Section 01580.
2. The Contractor shall be responsible for all damages/claims resulting from its activities on the surrounding neighborhood and its residents.
3. Construction of the storm drainage system and force main may not begin before construction of the pump station begins.
4. The Contractor shall divide the overall project area into contiguous areas (Work Areas) each comprising no more than 2,000 linear feet of open cut installation. The Contractor may undertake work that results in disturbance of existing conditions (e.g. excavations, interruption of normal traffic, etc.) in only one identified Work Area at a time and must complete all work, including restoration of all utility services, driveway/sidewalk repairs, and temporary asphalt, with the exception of final milling and resurfacing of roadway pavement within that area prior to moving to the next construction area. Upon request of the Contractor, contingent upon satisfactory demonstration of timely and adequate restoration, the City and Engineer may grant approval for the Contractor to exceed the 2,000 linear feet limitation of open cut construction at an given time.

5. After proposed improvements are installed, the Contractor shall restore the first and second lifts of asphalt temporary patch within 14 days after installation of buried piping/structures.
 - Final milling and resurfacing of the entire roadway for all areas where pipe or structures are installed shall be completed in a maximum of two sections, after completion of pipeline testing, acceptance, and complete pavement restoration of all Work Areas.
7. With approval from the City the Contractor may choose to implement two Work Areas within the project limits at the same time. It is required that the two Work Areas must have a minimum of three City blocks separation between them until one of the Work Areas is deemed substantially complete. Additional materials and equipment required for this approach shall be the responsibility of the Contractor at no additional cost to the City.
8. The Contractor shall be responsible for all damages/claims resulting from its activities on the surrounding neighborhood, its residents, and businesses.
9. The Contractor shall provide pedestrian access to all businesses and residences within the project limits at all times.
10. Construction within a Work Area shall be scheduled so that all improvements are completed at one time and impacted residents/businesses are only disrupted for one time period.
11. The Contractor shall be responsible for the removal and replacement of miscellaneous street furnishings which shall include, but are not necessarily limited to, the following: benches, newspaper racks, telephones, bus shelters, trash receptacles, mailboxes, etc. in order to complete construction as necessary.

C. Final Site Work and Closeout

1. Final grading, milling and resurfacing, sodding, landscaping, miscellaneous work, demobilization and related closeout activities shall be as defined elsewhere in the Contract Documents.

1.05 CONSTRUCTION CONSTRAINTS

A. Construction Dewatering

1. All dewatering equipment such as pumps, air compressors, generators, etc. proposed for use during construction in residential areas shall be provided with noise enclosures suitable to meet the requirements of the City of Fort Lauderdale Noise Ordinance.
2. The Contractor is responsible for draining and dewatering all existing utilities impacted by the work as required to complete the relocation, demolition, bypass, or tie-in connections. Contractor is responsible for disposal of the contents of each line.
3. Additional requirements for construction dewatering are defined on the Drawings.

4. Contractor is responsible for noise mitigation and adhering to the City's noise ordinance.

B. Work in City of Fort Lauderdale Right-of-Way

1. Contractor shall coordinate with City of Fort Lauderdale Engineering Department prior to start of restoration.
 2. At any time, the entire length of the project area shall remain unobstructed and open to through traffic for each section. Access for emergency vehicles shall be maintained at all times to all homes and businesses. Excavation must be backfilled or barricaded at the end of each workday to prevent hazardous conditions. If a trench, excavation, or structure is to be left open, it must be covered with a steel plate and barricaded at the end of each workday or when work will be suspended for more than eight (8) hours.
 3. Transportation provisions for handicapped or disabled residents shall be made with the Contractor if construction temporarily prevents access to homes. Constant access shall be provided for residents on the Special Needs List.
 4. The Contractor shall also make provisions with local bus, school bus, garbage collection, mail delivery, and other agencies for continuation of service. A traffic maintenance plan indicating detours, schedules, and alternate routes which has been approved by the Engineer, the City, and Broward County Traffic Engineering Division shall be submitted to all affected agencies for coordination and routing purposes.
 5. Pipe and material shall not be strung out along installation routes for longer than two (2) weeks prior to installation.
- A safe walk route for all schools within the vicinity of the construction zone shall be maintained during the arrival and dismissal of school. Contractor shall not block bus access to schools during school hours.

C. Maintenance of Existing Facilities

1. It may be necessary to interrupt the operation of the existing water and/or sewer system. In all cases where the Contractor must cause an interruption, the Contractor shall prepare and submit to the Engineer seven (7) working days prior to commencing work, a complete description of the proposed procedure and a guaranteed time schedule. At least 24 hours prior to the time proposed for starting the Work, the Contractor will be notified by the Engineer whether or not the Work will be permitted as proposed.
2. The Engineer reserves the right to require the Contractor to work 24 hours per day in all cases where interference with operation of the system may result in dangerous health hazards or offensive conditions.
3. In no case will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools and incidentals necessary to complete the work are on site. Backup equipment and/or materials on key items shall be required on work necessitating interference with the existing system.

PART 2 - PRODUCTS

[NOT USED]

PART 3 - EXECUTION

3.01 COORDINATION WITH EXISTING UTILITIES AND OTHER AGENCIES

- A. The Contractor shall notify all utilities in writing with a copy to the City/Engineer prior to construction commencement. The Contractor shall cooperate with these utility owners as necessary to minimize service interruptions.

- END OF SECTION -

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SECTION 01525

MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.01 GENERAL

- A. The Contractor shall maintain pedestrian and vehicular traffic within the limits of the projects for the duration of the construction period, including any temporary suspensions of the work, construct and maintain detours, provide facilities for access to adjacent residences, schools, bus pick up and drop off locations, common grounds, businesses, etc., along the project, furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas and provide any other special requirements for safe and expeditious movement of pedestrian and vehicular traffic in accordance with the Contract Documents. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zones, and shall include provisions for pedestrian, residential, and school student traffic as well as vehicular traffic.

The Contractor shall not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

- B. Beginning Date of Contractor's Responsibility: The Contractor shall maintain traffic starting the day work begins on the project. No work shall commence without approved and constructed Traffic Control Plans in place.
- C. Worksite Traffic Supervisor: The Contractor shall provide a Worksite Traffic Supervisor. Requirements are as follows:
1. Ensure that the Worksite Traffic Supervisor is available on a 24-hour per day basis, participates in all changes to traffic control and reviews the project on a day-to-day basis.
 2. Ensure that the Worksite Traffic Supervisor is present to direct the initial setup of the traffic control plan and any changes. Provide the Worksite Traffic Supervisor with all equipment and materials needed to set up, and maintain traffic control and handle traffic-related situations.
 3. Ensure that the Worksite Traffic Supervisor immediately corrects all safety deficiencies. Do not allow minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 24-hours.
 4. Ensure that the Worksite Traffic Supervisor is available within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.

5. The City may disqualify and remove from the project a Worksite Traffic Supervisor that fails to comply with the provisions of this specification. The City may suspend all activities, except traffic and erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.
 - Ensure that the Worksite Traffic Supervisor performs a drive-through inspection and observes traffic flow as soon as the work zone is activated and in each subsequent phase of work as the lanes are opened to traffic. Provide to the Engineer and City a report that includes a listing of any deficiencies and proposed corrective measures.
7. Ensure that the Worksite Traffic Supervisor conducts within the limits of the project, daily daytime and weekly night time inspections within the limits of the project for projects with predominate daytime work activities and daily nighttime and weekly daytime inspections for projects with predominate nighttime work, of all traffic control devices, traffic flow, pedestrian, bicyclist, student, bus rider, school, residence and business accommodations.
8. Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as is deemed necessary. Submit a comprehensive weekly report to the Engineer and City and include the condition of all traffic control devices including pavement markings being used. The inspection report shall also include assurances that pedestrians are accommodated with a safe travel path around work sites and safely separated from mainline traffic, that existing or detoured bicyclist paths and bus routes and stops are being maintained satisfactorily throughout the project limits, that existing residences in the work areas are being provided with adequate access for vehicular and pedestrian traffic at all times and that existing businesses in the work areas are being provided with adequate entrances for vehicular and pedestrian traffic during business hours. The Worksite Traffic Supervisor shall sign the report and certify that all of the above issues are being handled in accordance with the Contract Documents. If deficiencies are noted, the Worksite Traffic Supervisor shall note such deficiencies and include the proposed corrective actions in the report and implement immediate corrective action.
9. Longitudinal Channelizing Barricade Requirements
 - a. Plastic water filled barricades shall be high impact, UV resistant and constructed of polyethylene.
 - All plastic water filled barricades for traffic and safety control shall be suitable for traffic channeling and control, lane delineation, crowd control, identification of parking areas and other similar approved uses.
 - c. Please note that the use of standard barricades, chain link fencing, temporary plywood walls / handrails, and other similar types of installations shall not be considered acceptable.

D. Traffic Control Plan

1. The Contractor is responsible for preparing a Traffic Control Plan (TCP) to be signed and sealed by a licensed Florida Engineer competent and trained in the preparation of TCP. The licensed Florida Engineer (TCPE) signing and sealing the Traffic Control Plan shall review all of the reports from the Worksite Traffic Supervisor and inspect the installation for compliance with his approved plan upon the initial installation and for each subsequent phase of the plan. The Contractor shall provide the Engineer and City with an inspection report from the TCPE indicating compliance with his approved TCP. The TCP shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, and the following jurisdictional agencies.
 - a. City of Fort Lauderdale Transportation and Mobility
 - b. City of Fort Lauderdale Department of Sustainable Development
 - c. City of Fort Lauderdale Fire Department
 - d. City of Fort Lauderdale Police Department
 - e. School Board of Broward County
2. Standards: FDOT Design Standards (DS) are the minimum standards for the use in the development of all traffic control plans. The MUTCD Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.
3. The Contractor shall provide sufficient time in the construction schedule to develop and obtain approval for each TCP.
4. The Contractor shall include provisions for detouring pedestrians and providing maintenance of traffic plans and conveyances that meet current ADA (Americans with Disabilities Act) requirements.
5. The Contractor shall submit approved maintenance of traffic plans and schedules for the development, review, approval and implementation of the maintenance of traffic plan in accordance with the Contract Documents and Section 01300, "Submittals".

PART 2 - PRODUCTS

2.01 BARRICADES

- A. Composition: All barricades shall be constructed of ISO 9000 quality manufactured 100% recyclable LLDPE (EQUISTAR 25) polyethylene.
- B. Colors: All barricades shall be safety orange.

- C. Length: Each barricade shall be 45-inches in length.
- D. Height: Each barricade shall be 42-inches.
- E. Base width: Each barricade shall have a total base width of 23.5-inches.
- F. Wall thickness: Minimum wall thickness shall be 0.2-inches (5mm)
- G. Weight: Each barricade shall have a maximum dry weight of 44 lbs (22.7kg) and a maximum full weight of 70 lbs.
- H. Barricades shall be designed to allow end-to-end installation with no visible gaps between units.
- I. Barricades shall be graffiti / vandal-proof and have interlocking capability
- J. DOT Performance Evaluations: Barricades shall meet NCHRP-350 Test 3-71 and 1-10 requirements. Written certification to this effect must be provided.
- K. FHWA Certification Letter WZ-8: Barricades shall be suitable accepted for Category II Traffic Control Device service at 2.5 mph.
- L. Application of force for tipping: When filled, barricades shall resist tipping when a point force of up to 255.8 lbs is applied to the top edge.
- M. Barricades shall be equipped with a pre-molded attachment area suitable for installation of flashing lights.
- N. Barricades shall be pre-molded and be equipped with requisite stainless steel tamper proof hardware as necessary to readily accept interchangeable signage, including but not be limited to: directional, reflective and/or advertising types of signage.
- O. Barricades shall be equipped with a tamper proof fill and drain caps, designed to be removed only use of special tools.
- P. Barricades shall be Model MB 42 or 45 LBC as manufactured or Off-the-Wall or approved equal.

PART 3 - EXECUTION

- A. Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities, under all weather conditions. Keep the lanes free of dust, dirt, muck, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.
- B. Number of Traffic Lanes:
 - 1. Maintain one lane of traffic in each direction.

2. Maintain two lanes of traffic in each direction at existing four or more lane cross roads.
 3. Construct each lane used for maintenance of traffic at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for maintenance of traffic.
 4. The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic, and conforms to the approved requirements in the TCP. The Contractor shall include as a part of the TCP the estimated periods of one-way traffic operations and estimation of reasonable time delays and shall obtain the prior approval of the City Engineer having jurisdiction for these time periods and time delays. The Contractor shall include the TCP as a part of his Plan of Operation and MOT plan and in accordance with Section 01300, "Submittals".
- C. Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Engineer and City Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract. Restore any loss of detection within twelve (12) hours. Use only detection technology approved by the Engineer to restore detection capabilities. Before beginning any construction, provide the Engineer a plan for maintaining detection devices for each intersection and the names and phone numbers of persons that can be contacted when signal operation malfunctions.
- D. Access for Residences and Businesses: Provide continuous access to all residences and all places of business, adjacent schools, common property and community facilities.
- E. Safe Walk Route: The safe walk route for all school students within the vicinity of the construction zone shall be maintained during the times students are arriving at or leaving school. If the current walking surface cannot be maintained, a temporary road-rock four-foot walkway shall be created in accordance with Broward County requirements. Accommodations shall be made immediately by the Contractor for the disabled persons.
- F. Protection of the Work from Intrusive Traffic: Where traffic would be intrusive to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for intrusion no longer exists.
- G. Flagger: Provide trained flaggers as required by approved TCPs. State certified school crossing guards or off duty police officers shall be required to cross students at any locations other than those currently used.
- H. Use of High Visibility Safety: Provide personnel with appropriate high visibility safety garments. Ensure that these garments be worn whenever the workers are within fifteen (15) feet of the edge of the travel way and during nighttime operations. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall be required to wear appropriate high visibility clothing that will not

be subject to entanglement such as orange shirts or jackets. Require Contractor personnel to wear reflective orange vest/garment during nighttime operations.

- I. Existing Pavement Markings: Where a detour changes the lane use of where normal vehicle paths are altered during construction, remove all existing pavement markings that will conflict with the adjusted vehicle paths. Do not overpaint. Remove existing pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Remove all pavement markings that will be in conflict with "next phase of operation" vehicle paths as described above, before opening to traffic.

J. Detours

1. General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from an existing roadway or bridge, or wherever construction operations block the flow of traffic.
2. Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.
3. Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.
4. Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Restore the area used for detours to a condition equal to or better than existed before beginning of construction. Take ownership of all materials from the detour and remove them.
5. Detours Over Existing Roads and Streets: When the TCP specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets; however, maintain all signs and other devices placed for the purpose of the detour.

K. Traffic Control Officer.

1. Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when traffic control in a signalized intersection is necessary when signals are not in use.

L. Driveway Maintenance.

1. General: Ensure that each residence and or business has safe, stable, and reasonable access.
2. Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use. As permanent driveway construction is accomplished at a particular location, the Contractor may salvage

and reuse previously placed materials that are suitable for reuse on other driveways.

M. Temporary Traffic Control Devices.

1. Installation and Maintenance: Install and maintain adequate traffic control devices, warning devices and barriers to protect the traveling public and workers, and to safeguard the work area. Erect the required traffic control devices, warning devices and barriers to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing. Immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.
2. Notify the Engineer, City and City Engineer's representative of any scheduled operation, which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of traffic control devices, warning devices or barriers.
3. Ensure an employee is assigned the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. Keep the Engineer, City and City Engineer's representative advised at all times of the identification and means of contacting this employee on a 24-hour basis.
4. Keep traffic control devices, warning devices, safety devices and barriers in the correct position, properly directed, clearly visible and clean, at all times. Immediately repair, replace or clean damaged, defaced or dirty devices or barriers.

N. Work Zone Signs: Provide signs in accordance with the approved TCPs and Design Standards.

O. High Intensity Flashing Lights: Furnish Type B lights in accordance with the approved TCPs and Design Standards.

P. Warning/Channelizing Devices: Furnish warning/channelizing devices in accordance with the approved TCPs and Design Standards.

1. Reflective Collars for Traffic Cones: At night use cone collars, designed to properly fit the taper of the cone when installed. Place the upper 4-inch collar a uniform 3 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 4 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that essentially has the property of a retro-reflector over its entire surface.
2. Barrier Wall (Temporary): Furnish, install, maintain, remove and relocate a temporary barrier wall in accordance with the approved TCPs.
3. Glare Screen (Temporary): Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the approved TCPs. Ensure the anchorage of the glare screen to the barrier is

capable of safely resisting an equivalent tensile load of 100 lbf/ft of glare screen, with a requirement to use a minimum of three (3) fasteners per carrier section. When glare screen is utilized on temporary carrier wall, warning lights will not be required.

4. Barricades shall be furnished where shown on drawings.
5. Barricades shall also be used where other situations arise that require the installation of a temporary carrier between the public and the Work area.
 - The Contractor shall make all arrangements and provide all requisite labor for the delivery, loading, unloading, filling with water, deployment and redeployment of barricades as required to meet the intent of the Project.
7. The Contractor shall verify that all barricades, when deployed, are interlocked and filled with water in accordance with manufacturer's recommendation.
8. Draining, repositioning / interlocking, filling and refilling barricades shall be the responsibility of the Contractor for the duration of the Project. In this capacity, barricades will be refilled / cleaned, when deemed necessary to maintain aesthetic appearance or intended performance. If necessary, the Contractor shall utilize an anti-fungal inhibitor when filling barricades.
9. The source of water for filling of barricades shall be subject to City approval. The Contractor shall be responsible for all equipment costs, and labor required for filling / refilling / draining of barricades.
10. Remove barricades from the project site at a date and time agreed upon with the City.
 - Guardrail [Temporary]: Furnish guardrail [temporary] in accordance with the approved TCPs.
 - R. Advance Warning Arrow Panel: Furnish advance warning panel in accordance with the approved plans, Design Standards and approved TCPs.
 - S. Temporary Traffic Control Signals: furnish, install and operate temporary traffic control signals as indicated in the approved TCPs. Temporary traffic control signals will consist of either portable or fixed traffic signals. Provide certification that the portable traffic signals meet the requirements of the Design Standards. The Engineer may approve used signal equipment if it is in acceptable condition.
 - T. Work Zone Pavement Marking.
 1. Description: Furnish and install Work Zone Pavement Markings for maintenance of traffic construction areas and in close conformity with the lines and details shown on the plans. Measure the reflectivity of white and yellow stripes in accordance with Florida Method FM 5-541. Re-stripe anytime the reflectivity falls below the final values shown in FM 5-541. Use only pavement marking materials that do not contain any lead or chromium compounds.

2. Centerlines, lane lines, edge lines, stop bars and turn arrows in work zones will be required in accordance with the MUTCD with the following additions:
 - a. Install edge lines on paved shoulders.
 - b. Place edge lines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.
 - c. Apply Work zone Pavement Markings, including arrows and messages as determined by the TCPE to be required for the safe operation of the facility before the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day before placing the Work Zone Pavement Markings.
 - d. Work Zone Pavement Markings shall be designated in the approval TCPs as removable or non-removable.

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SECTION 01530

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of its operations under this Contract. Any damage or injury occurring on account of an act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. The Contractor shall comply promptly with such safety regulations as may be prescribed by the City or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created, or unsafe practices on the part of, its employees. In the event of the Contractor's failure to comply, the City may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of its responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at its own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at its own expense. Protection measures shall be subject to the approval of the Engineer.

1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

- B. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, City operating personnel, or those visiting the site.

1.04 TEMPORARY BRIDGES

- A. Construct temporary bridges at all points where maintenance of traffic across pipeline construction is necessary.
- B. Make bridges over public streets, roads, and highways acceptable to authority having jurisdiction thereover.
- C. Bridges erected over private roads and driveways shall be adequate for service to which they will be subjected.
- D. Provide substantial guardrails and suitably protected approaches.
- E. Provide foot bridges not less than 4 feet wide with handrails and uprights of dressed lumber.
- F. Maintain bridges in place as long as conditions of the Work require their use for safety of public, except that when necessary for proper prosecution of the Work in immediate vicinity of bridge. Bridge may be relocated or temporarily removed for such period as Engineer may permit.

1.05 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both public-owned and private-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that interference exists, it shall modify the design as required.
- D. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during

the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the City.

- E. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure uninterrupted existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at its own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.
- F. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at its discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.
- G. Protection of existing utilities, structures and other facilities: The underground pipes, utilities and structures shown on the Plans are located according to the best information available, but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough ahead of its work to determine the exact location and condition of such utilities, structures or facilities so that, before the Work is installed, the Engineer may change the line or grade of the pipe or other facility, should that become necessary to avoid a conflict. Should this exploration reveal that adjustments to the work are necessary, the Contractor shall immediately notify the Engineer and coordinate with him to adjust the work in a timely fashion avoiding delays to construction. No request for additional compensation or Contract time except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final, resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustment without delay occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.
- H. Relocation of existing utilities: The relocation of existing utilities, as noted on the Plans, or for the convenience of the Contractor shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.
- I. Any conflicts between the field investigation and the information shown on the Plans shall be brought to the immediate attention of the Engineer.

1.0 TREES WITHIN PROJECT LIMITS

- A. **General:** The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees on the project site, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or City. All existing trees which are damaged during construction shall be replaced by the Contractor or a certified tree company to the satisfaction of the City.
- B. **Replacement:** The Contractor shall immediately notify the City if any tree is damaged by the Contractor's operations. If, in the opinion of the City, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the City a compensatory payment acceptable to the City.

1.07 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines, all buried electric power, communications, or television cables, all traffic signal and street lighting facilities, and all roadway and state highway rights-of-way, the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than three days nor more than seven days prior to excavation.

1.08 DETOURS

- A. Where authority having jurisdiction requires that traffic be maintained over construction work in a public street, road, or highway, and traffic cannot be maintained on original roadway or pavement, construct and maintain detour around the Work. Coordinate traffic routing with that of others working in same or adjacent areas.

1.09 RESTORATION OF PAVEMENT

- A. **General:** All paved areas including asphaltic concrete, curbs cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. **Temporary Resurfacing:** Whenever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing, signage, striping and/or other traffic controls as required, promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. **Permanent Resurfacing:** In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

PART 2 -- PRODUCTS

NOT USED

PART 3 -- EXECUTION

NOT USED

- END OF SECTION -

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SECTION 01540

DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. This Section covers the demolition, removal, and disposal of existing buildings, structures, pavement, curbs, and sidewalk, removal and disposal of asbestos materials, and any existing equipment including electrical, plumbing, septic tanks, heating and ventilating equipment and piping not required for the operation of the systems as indicated on the Drawings and as specified hereinafter. The Contractor shall furnish all labor, materials and equipment to demolish buildings and structures and to remove fixtures, anchors, supports, piping and accessories designated to be removed on the Drawings.

1.02 TITLE TO EQUIPMENT AND MATERIALS

- A. Contractor shall have no right or title to any of the equipment, materials or other items to be removed from the existing buildings or structures unless and until said equipment, materials and other items have been removed from the premises. The Contractor shall not sell or assign, or attempt to sell or assign any interest in the said equipment, materials or other items until the said equipment, materials or other items have been removed.
- B. Contractor shall have no claim against the City because of the absence of such fixtures and materials.

1.03 CONDITION OF STRUCTURES AND EQUIPMENT

- A. The City does not assume responsibility for the actual condition of structures and equipment to be demolished and removed.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the City so far as practicable.
- C. The information regarding the existing structures and equipment shown on the Drawings is based on visual inspection and a walk-through survey only. Neither the Engineer nor the City will be responsible for interpretations or conclusions drawn therefrom by the Contractor.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 DEMOLITION AND REMOVALS

- A. The removal of all equipment and piping, and all materials from the demolition of buildings and structure shall, when released to the City and Engineer, shall be done by the Contractor and shall become the Contractor's property, unless otherwise noted, for disposition in any manner not contrary to the Contract requirements and shall be removed from the site to the Contractor's own place of disposal.
- B. The Electrical Subcontractor in the presence of the City shall de-energize all panelboards, lighting fixtures, switches, circuit breakers, electrical conduits, motors, limit switches, pressure switches, instrumentation such as flow, level and/or other meters, wiring, and similar power equipments prior to removal. Any electric panels or equipment that are to be retained shall be relocated or isolated by the Electrical Subcontractor specifically prior to the removal of the equipment specified herein.
- C. The Contractor shall proceed with the removal of the equipment, piping and appurtenances in a sequence designed to maintain the plant in continuous operation as described in Section 01520, Maintenance of Utility Operations During Construction, and shall proceed only after approval of the Engineer.
- D. Any equipment piping and appurtenances removed without proper authorization, which are necessary for the operation of the existing facilities shall be replaced to the satisfaction of the Engineer at no cost to the City.
- E. Excavation caused by demolitions shall be backfilled with fill free from rubbish and debris.

3.02 PROTECTION

- A. Demolition and removal work shall be performed by competent experienced workmen for the various type of demolition and removal work and shall be carried out through to completion with due regard to the safety of City employees, workmen on-site and the public. The work shall be performed with as little nuisance as possible.
- B. The work shall comply with the applicable provisions and recommendation of ANSI A10.2, Safety Code for Building Construction, all governing codes, and as hereinafter specified.
- C. The Contractor shall make such investigations, explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal. The Contractor shall give particular attention to shoring and bracing requirements so as to prevent any damage to new or existing construction.
- D. The Contractor shall provide, erect, and maintain catch platforms, lights, barriers, weather protection, warning signs and other items as required for proper protection of the public, occupants of the building, workmen engaged in demolition operations, and adjacent construction.

- E. The Contractor shall provide and maintain weather protection at exterior openings so as to fully protect the interior premises against damage from the elements until such openings are closed on new construction.
- F. The Contractor shall provide and maintain temporary protection of the existing structure designated to remain where demolition, removal and new work is being done, connections made, materials handled or equipment moved.
- G. The Contractor shall take necessary precautions to prevent dust from rising on wetting demolished masonry, concrete, plaster and similar debris. Unaltered portions of the existing buildings affected by the operations under this Section shall be protected by dust-proof partitions and other adequate means.
- H. The Contractor shall provide adequate fire protection in accordance with local Fire Department requirements.
- I. The Contractor shall not close or obstruct walkways, passageways, or stairways and shall not store or place materials in passageways, stairs or other means of egress. The Contractor shall conduct operations with minimum traffic interference.
- J. The Contractor shall be responsible for any damage to the existing structure or contents on reason of the insufficiency of protection provided.

3.03 WORKMANSHIP

- A. The demolition and removal work shall be performed as described in the Contract Documents. The work required shall be done with care, and shall include all required shoring, bracing, etc. The Contractor shall be responsible for any damage which may be caused by demolition and removal work to any part or parts of existing structures or items designated for reuse or to remain. The Contractor shall perform patching, restoration and new work in accordance with applicable Technical Sections of the Specifications and in accordance with the details shown on the Drawings. Prior to starting of work, the Contractor shall provide a detailed description of methods and equipment to be used for each operation and the sequence thereof for review by the Engineer.
- B. All supports, pedestals and anchors shall be removed with the equipment and piping unless otherwise specified or required. Concrete bases, anchor bolts and other supports shall be removed to approximately 1-inch below the surrounding finished area and the recesses shall be patched to match the adjacent areas. Superstructure wall and roof openings shall be closed, and damaged surfaces shall be patched to match the adjacent areas, as specified under applicable Sections of these Specifications, as shown on the Drawings, or as directed by the Engineer. Wall sleeves and castings shall be plugged or blanked off, all openings in concrete shall be closed in a manner meeting the requirements of the appropriate Sections of these Specifications, as shown on the Drawings, and as directed and approved by the Engineer.
- C. Materials or items designated to remain the property of the City shall be as hereinafter tabulated. Such items shall be removed with care and stored at a location at the site to be designated by the City.
- D. Where equipment is shown or specified to be removed and relocated, the Contractor shall not proceed with removal of this equipment without specific prior approval of the

Engineer. Upon approval, and prior to commencing removal operations, the equipment shall be operated in the presence of representatives of the Contractor, City and Engineer. Such items shall be removed with care, under the supervision of the trade responsible for reinstallation and protected and stored until required. Material or items damaged during removal shall be replaced with similar new material or item. Any equipment that is removed without proper authorization and is required for plant operation shall be replaced at no cost to the City.

- E. Wherever piping is to be removed for disposition, the piping shall be drained and the Contractor and adjacent pipe and headers that are to remain in service shall be blanked off or plugged and then anchored in an approved manner.
- F. Materials or items demolished and not designated to become the property of the City or to be reinstalled shall become the property of the Contractor and shall be removed from the property and legally disposed of.
- G. The Contractor shall execute the work in a careful and orderly manner, with the least possible disturbance to the public and to the occupants of the building.
- H. In general, masonry shall be demolished in small sections, and where necessary to prevent collapse of an existing construction, the Contractor shall install temporary shores, struts, and bracing.
- I. Where alterations occur, or new and old work join, the Contractor shall cut, remove, patch, repair or refinish the adjacent surfaces to the extent required by the construction conditions, so as to leave the altered work in as good a condition as existed prior to the start of the work. The materials and workmanship employed in the alterations, unless otherwise shown on the Drawing or specified, shall comply with that of the various respective trades which normally perform the particular items or work.
 - The Contractor shall finish adjacent existing surfaces to new work to match the specified finish for new work. The Contractor shall clean existing surfaces of dirt, grease, loose paint, etc., before refinishing.
- K. The Contractor shall cut out embedded anchorage and attachment items as required to properly provide for patching and repair of the respective finishes.
- L. The Contractor shall confine cutting of existing roof areas designated to remain to the limits required for the proper installation of the new work. The Contractor shall cut and remove insulation, etc., and provide temporary weather tight protection as required until new roofing and flashings are installed.
- M. The Contractor shall remove temporary work, such as enclosures, signs, guards, and the like when such temporary work is no longer required or when directed at the completion of the work.

3.04 MAINTENANCE

- A. The Contractor shall maintain the buildings, structures and public properties free from accumulations of waste, debris and rubbish, caused by the demolition and removal operations.

- B. The Contractor shall provide on-site dump containers for collection of waste materials, debris and rubbish, and he shall wet down dirt materials to lay down and prevent blowing dust.
- C. At reasonable intervals during the progress of the demolition and removal work or as directed by the Engineer, the Contractor shall clean the site and properties, and dispose of waste materials, debris and rubbish.

3.05 STATEMENT OF RESPONSIBILITIES REGARDING ASBESTOS

- A. Submit a written advanced notice form a minimum of 10 days prior to initiation of the demolition, removal or disturbance of 100 square feet or more of material to the following:
 - 1. Broward County Department of Planning and Environmental Protection
Air Quality Division
218 S.W. 1st Avenue
Fort Lauderdale, Florida 33301
 - 2. Engineer

- END OF SECTION

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SECTION 01550

SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.01 HIGHWAY LIMITATIONS

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

1.02 TEMPORARY CROSSINGS

- A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The Contractor shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- B. Emergency Access and Security: In order to provide protection to the workers and residents, the Contractor shall maintain emergency access to all adjacent properties at all times during construction. If a road is required to be closed to vehicular traffic and the distance of the closure exceeds 150 feet between stabilized surfaces, or prevents access to properties for a distance that exceeds 150 feet, the Contractor shall provide a 10 foot wide stabilized accessway on one side of the trench capable of supporting a Fire Truck. Contractor shall also provide stabilized accessways across the trench or unstabilized area a minimum of 8 feet in width at a spacing not to exceed 100 feet capable of supporting foot traffic. These accessways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency accessway shall be locked in accordance with the MOT permit approved by the Owner with signage indicating that this accessway is to be used only by emergency vehicles only.
- C. No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the Engineer, and it shall be the Contractor's responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition, the Contractor shall provide a security guard at the site whenever the Contractor's personnel are not present, 24 hours per day/7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operating pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that

telephone on their person at all times. In addition to this provision the Contractor shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The Contractor shall maintain and keep all safety barricades, signage, flashers, and detours, in operating condition. A copy of the approved MOT plans, and details, shall be on site at all times.

- D. Measurement and payment for security guard services shall be included in the Mobilization unit price.
- E. Temporary Bridges: Wherever necessary, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the Engineer prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.
- F. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized Work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the Engineer and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the Engineer or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.
- G. Traffic Control: For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of Owner and the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D11).
- H. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the Florida Department of Transportation.
- I. The Contractor shall submit a traffic control plan to the City of Fort Lauderdale and/or the Broward County Traffic Engineering Division as required for approval prior to construction. The Owner reserves the right to observe these traffic control plans in use.

and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the Contractor's expense.

- The Contractor shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.
- K. Temporary Driveway Closure: The Contractor shall notify the Owner of the closure of the driveways to be closed more than one eight-hour work day at least 2 weeks prior to the closure. The Contractor shall minimize the inconvenience and minimize the time period that the driveways will be closed. The Contractor shall fully explain to the Owner/occupant how long the Work will take and when closure is to start.

1.03 CONTRACTOR'S WORK AND STORAGE AREA

- A. The Contractor shall designate and arrange for the use of a portion of property adjacent to the Work for its exclusive use during the term of the Contract as a storage and shop area for its construction operations relative to this Contract. This shall include but not be limited to interim storage of suitable materials for fill or backfill. Storage areas shall be fenced for the safety of the surrounding neighborhood with a minimum 4 foot chain link fence.
- B. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. This shall include but not be limited to interim storage of suitable materials for fill or backfill.
- C. The Contractor shall construct and use a separate storage area for hazardous materials used in constructing the Work.
 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blasting materials, and spill absorbent.
 2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
 3. The Contractor shall develop and submit to the Engineer a plan for storing and disposing of the materials above.
 4. The Contractor shall obtain and submit to the Engineer a single EPA number for wastes generated at the site.
 5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
- All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.04 PARKING

A. The Contractor shall:

1. Provide temporary parking areas as follows:
 - a. Four spaces for the Owner and Engineer
 - One space designated for the handicapped or as required by regulatory agencies
2. The Contractor shall direct its employees to park in designated areas secured by the Contractor.
3. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair cracks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

- END OF SECTION -

SECTION 01500

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 EXPLOSIVES AND BLASTING

- A. The use of explosives on the Work will not be permitted.

1.02 DUST ABATEMENT

- A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary as determined by the Engineer to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the Contractor's bid price.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 192 of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction sites shall conform to the requirements of Part 192 of the OSHA Standards for Construction.
- B. Such facilities shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required.

- C. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all time and shall enforce their use. It shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the City, or on adjacent property.
- D. The City and the Engineer shall have the right to inspect any building or other facility erected, maintained, or used by the Contractor, to determine whether or not the sanitary regulations have been complied with.
- E. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

1.05 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature shall be kept at the storage site and at the Contractor's on-site office. A supply of antidotes shall be kept at the Contractor's office.

1.06 NOISE CONTROL

- A. Noise resulting from the Contractor's work shall not exceed the noise levels and other requirements stated in local ordinances. The Contractor shall be responsible for curtailing noise resulting from its operation. It shall, upon written notification from the Engineer or noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.07 EROSION ABATEMENT AND WATER POLLUTION

- A. It is imperative that any Contractor dewatering operation not contaminate or disturb the environment of the properties adjacent to the Work. The Contractor shall, therefore, schedule and control its operations to confine all runoff water from disturbed surfaces, water from dewatering operations that becomes contaminated with silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.
- B. The Contractor shall comply with the requirements of the section entitled "Erosion and Sedimentation Control – Stormwater Pollution Prevention".

1.08 MANATEE CONDITIONS FOR IN WATER WORK

- A. The Contractor shall comply with the conditions outlined in the "Standard Manatee Conditions for In-Water Work" as published by the Florida Fish and Wildlife Conservation Commission. See the attached document at the end of this specification section for additional information.

1.09 PRECAUTIONS DURING ADVERSE WEATHER

- A. During adverse weather, and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other acceptable means. The Contractor shall be responsible for all changes caused by adverse weather.
- B. The City may suspend construction operations at any time when, in its judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather conditions may be, in any season.

1.10 HURRICANE PRECAUTIONS

- A. The requirements of Article 8.24 of the Contract Documents apply to the work of this section.
- B. The Contractor shall take all precautions necessary to protect the job site during hurricane and tropical storm watches and warnings.
- C. Within 30 days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and City a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the City. The Plan shall be provided for informational purposes only and will not be reviewed by the Engineer or City.

1.11 PERIODIC CLEANUP AND BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site all accumulated debris and surplus materials of any kind which results from its operations. Unused equipment and tools shall be stored at the Contractor's yard or place of operations for the project.

- B. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- C. Upon failure of the Contractor to perform periodic clean-up and basic restoration of the site to the Engineer's satisfaction, the Engineer may, upon five days prior written notice to the Contractor, employ such labor and equipment as it deems necessary for the purpose, and all costs resulting therefrom shall be charged to the Contractor and deducted from amounts of money that it may be due.

PART 2 -- PRODUCTS

[NOT USED]

PART 3 -- EXECUTION

[NOT USED]

- END OF SECTION -

SECTION 01580

PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall furnish, install and maintain project identification signs and provide temporary on-site informational signs to identify key elements of construction facilities. Signs shall be removed upon completion of construction.
- B. The Contractor shall notify property owners that may be affected of construction operation at least five (5) working days in advance.

1.02 RELATED REQUIREMENTS

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

1.03 PROJECT IDENTIFICATION SIGN

- A. Up to two (2) painted signs, of not less than 32 square feet area each, with painted graphic content. Signs shall be in accordance with the General Conditions. Project signs must be submitted to the City for approval prior to fabrication and installation.
- B. Graphic design, style of lettering, and colors: As designated by Engineer.
- C. Erect on the site at a lighted location of high public visibility at a location outside the public Right-of-Way, as approved by Engineer.

1.04 INFORMATIONAL SIGNS

- A. Painted signs and painted lettering, or standard products:
 - 1. Size of signs and lettering: As required by regulatory agencies, or as appropriate to usage.
 - 2. Colors: As required by regulatory agencies, otherwise of uniform colors throughout project.
- B. Erect at appropriate locations to provide required information.

1.05 PROPERTY OWNER NOTIFICATION

- A. All homes and businesses affected by construction activities shall be notified by use of a "doorhanger" type announcement describing at a minimum, the nature of the Work, the proposed schedule, and the Contractor's contact information. An example door hanger is provided at the end of this section.

- B. Door hangers shall be submitted to the City for approval prior to use.
 - C. Door hangers shall be printed and distributed to the Contractor.
- 1.0 QUALITY ASSURANCE
- A. Sign Painter: Professional experience in type of Work required.
 - B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: Material be new or used, wood or metal, in sound condition structurally adequate to Work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
- C. Thickness: As required by standards to span framing members, to provide even, smooth surface without wave or ripples.
- D. Rough Hardware: Galvanized.
- E. Paint: Exterior quality
 - 1. Use Bulletin colors for graphics.
 - 2. Colors for structure, framing, sign surfaces and graphics: As selected by Engineer.

PART 3 - EXECUTION

3.01 PROJECT IDENTIFICATION SIGN

- A. Paint exposed surfaces of supports, framing and surface material one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors selected.

3.02 INFORMATIONAL SIGNS

- A. Paint exposed surfaces: One coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors selected.
- C. Install at a height for optimum visibility, on ground-mounted poles or attached to temporary structural surfaces.

3.03 MAINTENANCE

- A. Maintain signs and supports in a neat, clean condition and repair damages to structure, framing or sign.
- B. Relocate informational signs as required during progress of the Work.

3.04 REMOVAL

- A. Remove signs, framing, supports and foundations at completion of project.

3.05 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the Work under this section, it shall be included in the lump sum price bid for item 'Mobilization'.

- END OF SECTION -

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Stormwater Master Plan Improvements

Creating a resilient and safe coastal community

What's Happening?

What's Happening: The City of Fort Lauderdale is proactively preparing for the future by investing in new stormwater infrastructure to reduce flooding throughout our community.

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WE BUILD COMMUNITY

Planned Improvements

- Installing a tidal valves
- Installing a new seawall
- Pavement Restoration
- Landscaping Restoration
- Installing new drainage pipe
- Installing new drainage structures

Cost

Expected Completion

Project Number

Contractor

Fort Lauderdale City Commission

Dean J. Trantalis
Mayor

Heather Moraitis
Commissioner, District I

Steven Glassman
Commissioner, District II

Robert L. McKinzie
Vice Mayor, District III

Ben Sorensen
Commissioner, District IV

Chris Lagerbloom, ICMA-CM
City Manager

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[CONTRACTOR'S NAME]
[CONTRACTOR'S STREET ADDRESS]
[CONTRACTOR'S CITY, STATE AND ZIP]
[CONTRACTOR'S TELEPHONE NUMBER]
[CONTRACTOR'S FAX NUMBER]

MEMORANDUM

TO: RESIDENTS OF [LOCATION OF CONSTRUCTION]
DATE: [CURRENT DATE]
RE: CONSTRUCTION IN YOUR AREA
FROM: [CONTRACTOR'S NAME]

Construction in your area will commence on [date of construction commencement].
The construction area is from [boundary #1] to [boundary #2].
Access to the area will be limited at certain times due to the construction activities. We apologize for any inconvenience and we will do our best to accommodate access to residents.

Thank you,

[Contractor Name]



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SECTION 01590

FIELD OFFICE, EQUIPMENT AND SERVICES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall furnish and install one field office trailer for its own use at the project site, during the entire time of construction beginning at the commencement date stated in the second Notice to Proceed until the date of final acceptance of the Work by the Owner. A field trailer for the Engineer's use shall be fully equipped, furnished, stocked and ready for occupancy at the project site designated location beginning within fifteen (15) days after the Notice to Proceed. The field trailer shall be occupied by the Engineer until the date of final acceptance of the Project Closeout by the Owner.
- B. The Contractor shall locate the field offices in the location approved by the City and Engineer. The field offices shall remain the property of the Contractor and shall be removed including mountings, connections and hookups from the site upon completion of the Work, returning the site and all improvements to their pre-Notice-To-Proceed condition.
- C. No invoice for mobilization will be recommended for payment for any work done under the Contract until all field office facilities specified herein have been provided and accepted by the Engineer.

1.02 SUBMITTALS

- A. Submit shop drawings and other information as required demonstrating that the Engineer's field office meets the requirements of this Section.
- B. Prior to installation of the field trailer, Contractor shall submit a certification from the supplier indicating that trailer walls, floor, and ceiling are free from mold.

1.03 GENERAL FIELD OFFICE REQUIREMENTS

- A. The Contractor shall provide steps and platforms with handrails to permit entry to the offices. This work shall conform to the Florida Building Code and OSHA requirements.
- B. The trailers shall be locked up and hurricane straps installed conforming to the applicable building codes.
- C. The Contractor is responsible for procuring all necessary permits for the installation of the field offices at the location approved by the City and Engineer.

1.04 ENGINEER'S OFFICE

- A. The Contractor shall furnish a field office for the use of the Engineer. The field office shall be new, or like new, and consist of a nominal 5-foot by 12-foot single wide or equivalent trailer with two private offices and conference area, each separated by walls

and with an interior door. A unisex restroom shall be provided. Floor plan subject to acceptance of Engineer.

- B. The structure shall be watertight with suitable windows and doors with substantial locks. All windows shall have venetian blinds and aluminum screens. Adequate lighting shall be furnished with wall switches provided for all ceiling lighting fixtures which shall either be installed flush or recessed into the ceiling.
- C. The trailer shall conform to HUD requirements. Minimum ceiling height shall be 7 foot 6 inches. The interior shall have vinyl tile floor covering, wall paneling, 100 amp electrical service, copper wiring, 20-gallon electric water heater, copper water piping, a six cubic foot refrigerator, 1000 watt microwave oven and two wall mounted fire extinguishers. Washroom shall be equipped with a flush toilet, cabinet mounted wash basin and medicine cabinet complete with supplies. Plumbing fixtures shall be acceptable household type, trapped and vented.
- D. Air conditioning shall be provided which is capable of lowering the temperature to 72 degrees Fahrenheit in South Florida, worst case, summer heat and humidity conditions. Heating shall be provided which is capable of raising the temperature to 78 degrees Fahrenheit in cold weather. Contractor shall be responsible for providing a new air filter once every month for the duration of the project.
- E. The Contractor shall install the field office trailer and provide services for the specified project duration as follows and as identified on the Drawings:
 - 1. The Contractor shall furnish and install necessary sanitary, water, electric, and telephone connections between the source and its trailer as shown on the drawings. In addition, the Contractor shall coordinate with the local utility to arrange for startup and invoicing of electric and telephone services accordingly. The Contractor shall make arrangements for and pay for all costs for all water used during construction as specified in the Section entitled "Temporary Utilities."
 - 2. The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated in an acceptable location.
 - 3. The Contractor shall furnish the Engineer's field office with voice over internet protocol phone, high speed Wi-Fi internet services and a 4-port DSL router. The trailer shall be provided with seven two-line speaker/intercom telephones. All back locations shall be subject to review and acceptance of the Engineer.
 - 4. The Contractor shall permit the Engineer, the Owner, or their authorized representatives or employees free and unlimited use of said telephone facilities for all calls that do not involve published toll charges. Calls originated by the Engineer, the Owner, the authorized representative or employees which involve toll or message unit charges shall be billed to the Owner or the Contractor at the rates charged by the telephone company.
 - 5. The Contractor shall furnish and replace electric bulbs and/or fluorescent tubes, toilet paper, towels and soap, water cooler with reusable mugs, cups, and maintain the office copiers, telecopiers and other equipment in first-class condition, including

all paper, ink, and repairs until final acceptance of the work under this Contract. Single-use plastic water bottles are not acceptable.

- The Contractor shall provide fire insurance, extended coverage and vandalism, malicious mischief and burglar and theft insurance coverage for the Engineer's field office trailer in the amount of \$100,000 and for field office equipment in the amount of \$50,000.
 - 7. The Contractor shall furnish a free standing electric water cooler to dispense hot and cold water from 5-gallon bottles with regular water bottle delivery service.
 - 8. The Contractor shall furnish weekly janitorial service to the Engineer's trailer.
 - 9. The Contractor shall provide 500 feet of Category 5E Ethernet Cable for computer network wiring to the Engineer's field office. Layout of the cable shall be subject to comment and revision by the Engineer prior to acceptance. The Contractor shall install cables to approved locations. Terminations shall be furnished by the Contractor as directed by the Engineer.
 - 10. The Contractor shall provide monthly pest control services covering both the interior and exterior areas of the trailer.
- F. The field office trailer shall remain the property of the Contractor and shall be removed upon completion of the work. All affected work areas shall be restored to their original condition.
- G. The Contractor shall furnish and install/arrange new or like new office furniture for the Engineer's field office. Model numbers listed below are to establish minimum product quality. Office furniture shall consist of the following:
- 1. Two double-pedestal desks, Hon Metrostandard Series No. HON-349-1-WP with 30 inches x 30 inches top size, or equal.
 - 2. Two conventional office chairs HON HVL702 mesh chair, United Chari Co. Model No. UP13, or equal.
 - 3. Two four-drawer letter size 52 inches high filing cabinets, with lock HON 510 series, Steelmaster, or equal.
 - 4. One 72 inch high storage cabinet with five adjustable shelves 36W x 24D HON model HSC2472, or equal.
 - 5. Two 30 inches x 30 inches reference tables HON UTM 3030, or equal.
 - Two bookcases - 30 inches high x 36 inches wide x 11 inches deep with five shelves, HON Model No. H1895, or equal.
 - 7. Two desk lamps with two 15-watt tubes, Dazor Model 2324, LUDU F 30L, or equal.

8. Ten conventional office chairs, HON Model HLV702, United Chair Co. Model No. UP12, or equal.
9. One dry erase "white board" 4 feet by 4 feet wall mount type Quartet Aluminum Frame ART-S537, full length marker rail, two erasers and two boxes of four color dry erase markers, or equal.
10. Three wastepaper baskets.
11. One aluminum framed cork faced Bulletin board 30 inch by 40 inch wall mount type.
12. Lease one Xerox WorkCentre 7800i series color copier complete with scanner, fax and email including Wi-Fi, automatic document feeder, stapling, sorter, stand, service contract should include a minimum of 2500 copies per month for duration of Project, consumables and other necessary accessories, or equal. Copier shall be set and provided with trays to print copies on 8-1/2 by 11 inches, 8-1/2 by 14 inches and 11 by 17 inches paper.
13. Two Canon Powershot cameras or equal, built in flash, minimum 20 Megapixel, 1280 by 720 image resolution, 5x optical plus 4x digital zoom with auto focus, 1080p video. Provide a 16 GB memory card, spare battery pack, and battery charger.
14. One first aid cabinet conforming to OSHA requirements for an office up to 5 persons or a construction site of up to 5 persons.

1.05 UTILITIES FOR FIELD OFFICES

- A. The CONTRACTOR shall arrange with Florida Power and Light (FPL) for construction power service and pay all costs for the Work and power necessary for the field offices. The Contractor shall be responsible for all connections and wiring to and from the point of service. In addition, the Contractor shall coordinate with the local utility to arrange startup and invoicing for service.
- B. Telephone service connections shall be obtained from off-site by the Contractor. The Contractor shall be responsible for all connections and wiring between the telephone carrier service point and the field office. In addition, the Contractor shall coordinate with the local phone company to arrange startup and invoicing for service.
- C. Contractor shall supply water service to the field office. Water supply shall be in accordance with the Section entitled "Temporary Utilities." Cleaning, flushing, and related permit requirements for all connections are the Contractor's responsibility.
- D. Contractor shall supply sanitary service to the field office. The Contractor shall be responsible for connection and piping requirements between municipal collection system and its office trailer to meet all applicable code and regulatory requirements.
- E. The Contractor retains responsibility for procuring all necessary permits for the installation of field offices at the approved location.

- F. The Contractor shall familiarize itself with the existing power, telephone, water and sewer connections. All costs associated with "hooking-up" to these existing items shall be included in the Contractor's base bid.

PART 2 -- PRODUCTS

Not Used

PART 3 -- EXECUTION

Not Used

- END OF SECTION -

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SECTION 0100

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. The word "Products," as used herein is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products.
- B. The word "Materials," is defined as products which must be substantially cut, shaped, worked, milled, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of Work.
- C. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items).
- D. Definitions in this Section are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

1.02 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of Work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

1.03 DESIGN

- A. Equipment and appurtenances shall be designed in conformity with the ASME, AIEE, NEMA and other generally accepted applicable standards and shall be of rugged construction and sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation and all conditions of operation. All bearings and moving parts shall be adequately protected (oil washings or other acceptable means against wear, and provision shall be made for adequate lubrication readily accessible devices. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers, etc., shall be finished in appearance.

- B. All exposed welds on machinery shall be ground smooth and the corners of structural shapes shall be rounded or chamfered.

1.04 PRODUCT DELIVERY-STORAGE-HANDLING

- A. The Contractor shall deliver, handle, and store products in accordance with supplier's written recommendations and proper means and methods that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.05 TRANSPORTATION AND HANDLING

- A. Products shall be transported proper methods to avoid product damage and shall be delivered in undamaged condition in supplier's unopened containers or packaging, drums.
- B. The Contractor shall provide equipment and personnel to handle products, materials, and equipment including those provided. Proper methods to prevent soiling and damage.
- C. The Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.06 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight enclosures and temperature and humidity ranges shall be maintained within tolerances required by supplier's written instructions.
- B. For exterior storage of fabricated products, they shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering. Ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on solid surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.07 MAINTENANCE OF STORAGE

- A. Stored products shall be periodically inspected on a scheduled basis.

- B. The Contractor shall maintain a log of inspections and make said log available to the Engineer on request.
- C. The Contractor shall verify that storage facilities comply with supplier's product storage requirements.
- D. The Contractor shall verify that supplier-required environmental conditions are maintained continually.
- E. The Contractor shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

1.08 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, the Contractor shall provide a copy of the supplier's service instructions to accompany each item, with notice on enclosed instruction shown on exterior of package.
- B. Equipment shall be serviced on a regular/scheduled basis, and a log of services shall be maintained and submitted as a record document to the Engineer.

1.09 LUBRICANTS

- A. During testing and prior to acceptance, the Contractor shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract.

1.10 SPECIAL TOOLS

- A. For each type of equipment furnished, the Contractor shall provide a complete set of all special tools including calibration and test equipment which may be necessary for the adjustment, operation, maintenance and disassembly of such equipment.
- B. Special tools shall be delivered at the same time as the equipment to which they pertain. The Contractor shall properly store and safeguard such special tools until completion of the Work, at which time they shall be delivered to the City.

1.11 PROTECTION AGAINST ELECTROLYSIS

- A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other acceptable materials.

1.12 FASTENERS

- A. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the Contractor in accordance herewith.

- B. Bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.
- C. All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be Type 316 stainless steel unless otherwise specifically indicated or specified.
- D. Unless otherwise specified, stud, tap, and machine bolts shall be of the best quality refined bar iron. Hexagonal nuts of the same quality of metal as the bolts shall be used.

1.13 SALVAGED AND EXCAVATED MATERIALS

- A. In the absence of special provisions in other Sections of the Specifications, salvage materials, equipment or supplies that occur are the property of the City and shall be cleaned and stored as directed by the Engineer.
- B. All excavated materials needed for backfilling operation shall be stored on site. Where additional area is needed for stockpiling, it shall be obtained by the Contractor.

PART 2 -- PRODUCTS

[NOT USED]

PART 3 -- EXECUTION

[NOT USED]

- END OF SECTION -

SECTION 01000

EQUIPMENT TESTING AND STARTUP

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Equipment testing and startup are requisite to satisfactory completion of the contract and, therefore, shall be completed within the contract time. The Contractor shall allow sufficient time in its construction schedule to complete testing, trouble shooting and start-up activities.
- B. As construction of the project enters the final stages of completion, the Contractor shall, in accordance with the requirements set forth in the Contract Documents, attend to the following items:
 - 1. Schedule equipment manufacturer's visits to site.
 - 2. Calibration of instruments and controls.
 - 3. Perform required testing, adjusting and balancing of project components.
 - 4. Schedule start-up and initial operation.
 - 5. Furnish skilled personnel during initiation operation to provide back-up maintenance services to equipment, as necessary.
 - 6. Furnish operation and maintenance training to City's personnel per requirements of the Contract documents.

1.02 EQUIPMENT TESTING

- A. The Contractor shall provide the services of an experienced and authorized representative of the supplier of each item of equipment (including minor items of equipment specifically exempted by the Engineer in writing) who shall visit the site of the Work and inspect, check, adjust if necessary, and approve the equipment installation. In each case, the Contractor shall arrange to have the supplier's representative revisit the site as often as necessary until an issue and all trouble is corrected and the equipment installation and operation are satisfactory to the Engineer. The Contractor shall provide effective coordination of all parties necessary for complete system testing, including Suppliers, subcontractors, the Engineer, and the City.
- B. The Contractor shall require that each supplier's representative furnish to the Engineer a written report addressed to the City, and copied to the Engineer, certifying that the equipment has been properly installed and lubricated, is in accurate alignment, is free from an undue stress imposed by connecting piping or anchor bolts, has been operated

satisfactorily under full-load conditions is ready for operation and the City's operating personnel have been instructed in the operation, maintenance and lubrication of the equipment.

- C. The Contractor shall be responsible for scheduling all operations testing. The Contractor is advised that the Engineer and the City's operating personnel will witness operations testing.
- D. The supplier's representative shall instruct the City's operating personnel in correct operation and maintenance procedures. The instruction shall demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment. Such instruction shall be scheduled at a time arranged with the City at least 2 weeks in advance and shall be provided while the respective representative's equipment is fully operational. On-site instruction shall be given to qualified persons who have been made familiar in advance with the equipment and systems in the plant. The Contractor shall have submitted, and had accepted, the O&M Manuals specified in the Section entitled "Submittals" prior to commencement of training.
- E. The Contractor shall notify the Engineer at least 14 days in advance of each equipment test or City training session.
- F. Training shall be provided to two separate shifts of the City's personnel. Training may occur anytime over a 24-hour period.
- G. The Contractor shall furnish all personnel, power, water, chemicals, fuel, oil, grease, and all other necessary equipment, facilities, and services required for conducting the tests except as otherwise accepted by the Engineer.

1.03 STARTUP

- A. The Contractor shall provide the effective coordination of all parties necessary for the successful startup, including suppliers, subcontractors, the Engineer, and the City.
- B. It is not the intent of the Engineer to instruct the Contractor in the startup of the facilities; however, the Engineer will be available prior to and during startup to provide technical support to the Contractor.
- C. The Contractor shall be required to startup the equipment, under direction of the Engineer and City, and operate it for a continuous 7-day 24 hours per day period at design conditions. The Contractor shall be available at all times during this period to provide necessary maintenance support services as may be deemed necessary by the City and/or Engineer. This 7-day period must be successfully completed prior to the issuance of Substantial Completion.
- D. Not less than 3 months prior to startup, the Contractor shall submit to the Engineer for review, a detailed schedule of operations which will be necessary for a successful initial

operation and sustained period of operation for the duration of the required startup period as specified in the Section entitled "Submittals."

- E. The startup shall not be commenced until all required leakage tests, disinfection, and equipment tests, as applicable, have been completed to the satisfaction of the Engineer.
- F. All defects in materials or quality which appear during this startup period shall be immediately corrected by the Contractor. Time lost for equipment repairs, wiring corrections, control point settings, or other reasons which actually interrupt the startup may, at the discretion of the Engineer, be justified cause for extending the startup test duration or beginning the startup test period again.
- G. During the startup, the Contractor shall provide the services of authorized representatives of the suppliers, in addition to those services required under operations testing, as necessary, to correct faulty equipment operation.

PART 2 -- PRODUCTS

[NOT USED]

PART 3 -- EXECUTION

[NOT USED]

- END OF SECTION -

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SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. Final Cleaning

1. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his Subcontractors may have used in the performance of the work. Contractor shall thoroughly clean paved surfaces and rake clean other surfaces of grounds.
2. Contractor shall thoroughly clean all materials, equipment and structures. All marred surfaces shall be touched up to match adjacent surfaces. Dirt filters and burned out lights replaced as required. All glass surfaces cleaned and floors cleaned and polished so as to leave work in a clean and new appearing condition.
3. Contractor shall maintain cleaning until project, or portion thereof, is occupied by the City.

B. Lubrication Service

1. A lubrication service, made by a lubricant supply firm, subject to the approval of the City shall be provided and paid for by the Contractor.
2. The lubrication service shall list all equipment, the equipment manufacturer's lubrication recommendations, and an interchangeable lubricants tabulation standardizing and consolidating lubricants whenever possible.
3. The Contractor shall supply all lubricants, applicators and labor for lubricating the equipment, in accordance with manufacturer's recommendations, for field testing and prior to final acceptance. A supply of required lubricants sufficient for start-up and one year of operation shall also be supplied by the Contractor.
4. Ten (10) copies of the approved lubrication service shall be furnished to the Engineer prior to final acceptance.

C. Spare Parts and Special Tools

1. As soon as practicable after approval of the list of equipment, the Contractor shall furnish spare parts data for each different item of equipment listed. The data shall include a complete list of parts and supplies, with current unit prices and source or sources of supply.
2. Contractor shall also furnish a list of parts, and supplies that are either normally furnished at no extra cost with the purchase of the equipment or specified to be furnished as part of the Contract and a list of additional items recommended by the

manufacturer to assure efficient operation for a period of one-hundred and twenty (120) days for the particular installation.

3. All parts shall be secured, boxed and tagged, and clearly marked on the box and individually for identification as to the name of manufacturer or supplier, applicable equipment, part number, description and location in the equipment. All parts shall be protected and packaged for a shelf life of at least ten (10) years.
4. Unless otherwise specified in the Contract Documents, the Contractor shall, as a minimum, furnish at no additional cost to the City with each piece of equipment, one (1) complete set, or the number of sets called for in the Technical Specifications whichever is greater, of suitably marked special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment.
5. The Contractor shall submit, for approval of the Engineer, a complete list of the special tools and appliances to be furnished. Such tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with good grade cylinder locks and duplicate keys.

D. Equipment Start-Up Services

1. Equipment start-up period, for the training of plant personnel, shall begin after satisfactory completion and acceptance of the field tests and coincidental with the certified date of substantial completion for the part of the work for which the equipment is included. If the equipment is not covered by a certificate of substantial completion for a part of the work, the period shall begin upon substantial completion of the project.
2. During the equipment start-up period the Contractor shall furnish, at no additional cost to the City the services of factory trained representatives of the equipment manufacturers for the equipment designated in the Specifications to:
 - a. Assist in the start-up and operations of the equipment.
 - b. Assist in the training of plant personnel, designated by the City in the proper operation and maintenance of the equipment.
3. The City shall:
 - a. Provide the necessary plant personnel to be instructed in the operation and maintenance of the equipment. The City's personnel shall operate all equipment.
 - b. Pay for all fuel, power and chemicals consumed in the quantities specified in the Contract Documents. The Contractor shall pay for fuel, power, and chemicals consumed up to the date of "certified substantial completion" except as otherwise specified herein.
4. Contractor shall be available to promptly repair all work during the start-up period so as to cause minimum disruption to the total plant operation.
5. Upon completion of a minimum of ten (10) consecutive and continuous days of satisfactory operation, or the number of days called for in the Technical Specifications, the City will assume operation and operating cost of the equipment. If the equipment malfunctions during this start-up period, the start-up period will be repeated until satisfactory operation is achieved.

- In the event a system, equipment or component proves defective or is unable to meet specified performance criteria, the Contractor shall replace the defective item and the minimum one year guarantee period, or the guarantee period called for in the Technical Specifications shall start after satisfactory replacement, testing and acceptance of the item along with the completion of all other pre-requisites as required in the Contract Documents.

E. Final Cleanup/Site Rehabilitation

1. Before finally leaving the site, the Contractor shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from his operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which he has installed, in a clean condition. The completed project shall be turned over to the City in a neat and orderly condition.
2. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the City.

F. Final Inspection

1. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The Contractor will make his final cleaning and repairing, and any portion of the work finally inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire work.
2. When the Contractor has finally cleaned and repaired the whole or any portion of the work, he shall notify the Engineer that he is ready for final inspection of the whole or a portion of the work, and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Engineer will order further cleaning, repairs, or replacement.
3. When such further cleaning or repairing is completed, the Engineer, upon further notice, will again inspect the work. The "Final Payment" will not be processed until the Contractor has complied with the requirements set forth, and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

G. Project Close Out

1. As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to his contract:
 - a. Scheduling equipment manufacturers' visits to site.

- a. Required testing of project components.
 - b. Scheduling start-up and initial operation.
 - c. Scheduling and furnishing skilled personnel during initial operation.
 - d. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced on the Engineer's "Punch" Lists.
 - e. Attend to any other items listed herein or brought to the Contractor's attention on the Engineer.
2. Just before the Engineer's Certificate of Substantial Completion is issued, the Contractor shall accomplish the cleaning and final adjustment of the various building components as specified in the Specifications and as follows:
 - a. Clean all glass and adjust all windows and doors for proper operation.
 - b. Clean all finish hardware after adjustment for proper operation.
 - c. Touch up marks or defects in painted surfaces and touch up any similar defects in factory finished surfaces.
 - d. Wax all resilient flooring materials.
 - e. Remove bitumen from gravel stops, fascias, and other exposed surfaces.
 - f. Remove all stains, marks, fingerprints, soil, spots, and blemishes from all finished surfaces, tile, stone, brick, and similar surfaces.
3. In addition, and before the Certificate of Substantial Completion is issued, the Contractor shall submit to the Engineer or to the City if indicated certain records, certifications, etc., which are specified elsewhere in the Contract Documents. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents:
 - a. Test results of project components.
 - b. Performance Affidavits for equipment.
 - c. Certification of equipment or materials in compliance with Contract Documents.
 - d. Operation and maintenance instructions or manuals for equipment.
 - e. One set of neat marked-up record drawings showing as-built changes and additions to the work under his Contract.
 - f. Any special guarantees or bonds to submit to City.
4. The Contractor's attention is directed to the fact that required certifications and information under Item 3 above, must actually be submitted earlier in accordance with other Sections of the Specifications.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

SECTION 01740

WARRANTIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. General requirements for warranties required in the various Specifications.
2. Provisions addressing:
 - a. Suppliers' standard warranties.
 - b. Suppliers' special or extended warranties.
 - c. Implied warranties.
 - d. Commencement and duration of warranties.

1.02 SUBMITTALS

A. General:

1. For each item of equipment furnished under the Contract, submit Supplier's standard warranty, regardless of whether such warranty or Submittal thereof is required in the associated Specifications for that item. Submit such warranties for materials where such Submittal is required in the Specifications for the material.
2. For each item of material or equipment where Supplier's special (or extended) warranty is required in the Contract Documents, submit appropriate special warranty that complies with the Contract Documents.
3. Supplier's warranties shall be specifically endorsed to Owner, Contractor, and the entity purchasing the item if other than Contractor or the entity issuing such warranty.
4. Submit Suppliers' standard warranties and special warranties as Submittals in accordance with the Schedule of Submittals accepted by Engineer.

1.03 CONTRACTOR'S GENERAL WARRANTY AND CORRECTION PERIOD OBLIGATIONS

- A. Contractor's General Warranty and Guarantee: Comply with requirements of the General Conditions, as may be modified in the Supplemental Conditions.
- B. Contractor's Warranty of Title: Comply with requirements of the General Conditions, as may be modified in the Supplemental Conditions.
- C. Correction Period: Comply with requirements of the General Conditions, as may be modified in the Supplemental Conditions.

1.04 SUPPLIERS' WARRANTIES FOR MATERIALS AND EQUIPMENT

A. Warranty Types:

1. Required in the General Conditions:

- a. Warranties specified for materials and equipment shall be in addition to, and run concurrent with, Contractor's general warranty and guarantee and requirements for the Contract's correction period.
 - b. Disclaimers and limitations in specific materials and equipment warranties do not limit Contractor's general warranty and guarantee, nor does such affect or limit Contractor's performance obligations under the correction period.
2. Material or equipment manufacturer's standard warranty is pre-printed, written warranty published by item's manufacturer and specifically endorsed by manufacturer to the entities indicated in this Specifications Section's Article 1.2.
 3. Special warranty is written warranty that either extends the duration of material or equipment manufacturer's standard warranty or provides other, increased rights to Owner and other beneficiaries if any of such warranty. Where the Contract Documents indicate specific requirements for warranties that differ from the manufacturer's standard warranty for that item, special warranty is implied.

B. Requirements for Special Warranties:

1. Submit written special warranty document that contains appropriate provisions and identification, ready for signature by material or equipment manufacturer, Owner, and other beneficiaries indicated in Article 1.2 of this Specifications Section. Submit draft warranty with Submittals required prior to fabrication and shipment of the item from the Supplier's facility.
2. Manufacturer's Standard Form: Modified to include Project-specific information and properly signed by product manufacturer and other entities as appropriate.
3. Specified Form: When specified forms for special warranties are included in the Contract Documents, prepare written document, properly signed by item manufacturer, Owner, and other beneficiaries indicated in Article 1.2 of this Specifications Section, using the required form.
4. Refer to the Specifications for content and requirements for submitting special warranties.

1.05 IMPLIED WARRANTIES

A. Warranty of Title and Intellectual Property Rights:

1. Except as may be otherwise indicated in the Contract Documents, implied warranty of title required by Laws and Regulations is applicable to the Work and to materials and equipment incorporated therein.
2. Provisions on intellectual property rights, including patent fees and royalties, are in the General Conditions, as may be modified by the Supplemental Conditions.

B. Warranty of Merchantability

1. Notwithstanding any other provision of the Contract to the contrary, implied warranties of merchantability required by Laws and Regulations apply to the materials and equipment incorporated into the Work.

C. Warranty of Fitness-for-Purpose:

1. Implied warranty of fitness-for-use for materials and equipment to be incorporated into the Work, as indicated in Laws and Regulations, remains in full force and effect.
2. When Supplier is aware of, or has reason to be aware of, specified materials or features of the Work that are contrary to the intended use, purpose, service, application, or environment in which the material or item will be used, submit request for interpretation in accordance with Section 01035 - Modification Procedures. Where appropriate, such request for interpretation shall indicate the apparent discrepancy and propose appropriate, alternative materials or equipment.

1.0 COMMENCEMENT AND DURATION OF WARRANTIES

A. Commencement of Warranties:

1. Contract correction period and Contractor's general warranty commence as indicated in the General Conditions, as may be modified by the Supplemental Conditions.
2. Suppliers' standard warranties and special warranties commence running on the date that the associated item is certified by Engineer as substantially complete in accordance with the Contract Documents. In no event shall special warranties commence running prior to Engineer's review and acceptance of special warranty Submittal for the item.
3. Implied warranties commence in accordance with Laws and Regulations.

B. Duration of Warranties:

1. Duration of correction period is set forth in the General Conditions, as may be modified by the Supplemental Conditions.
2. Duration of Contractor's general warranty and guarantee is in accordance with Laws and Regulations.
3. Duration of Suppliers' standard warranties is in accordance with the applicable standard warranty document accepted for the Project by Engineer.
4. Duration of required Suppliers' special warranties shall be in accordance with the requirements of the Contract Documents for the subject item.
5. Duration of implied warranties shall be in accordance with Laws and Regulations.