

## **Solicitation 12723-633**

### **Bill Keith Preserve Shoreline Stabilization**

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



**City of Fort Lauderdale**

## Bid 12723-633

### Bill Keith Preserve Shoreline Stabilization

Bid Number	<b>12723-633</b>
Bid Title	<b>Bill Keith Preserve Shoreline Stabilization</b>
Bid Start Date	<b>Jan 27, 2023 4:21:41 PM EST</b>
Bid End Date	<b>Mar 1, 2023 2:00:00 PM EST</b>
Question & Answer End Date	<b>Feb 23, 2023 5:00:00 PM EST</b>
Bid Contact	<b>Maureen Lewis, MBA, CPPB</b> <b>Senior Procurement Specialist</b> <b>Finance</b> <b>954-828-5239</b> <b>maureenl@fortlauderdale.gov</b>
Contract Duration	<b>One Time Purchase</b>
Contract Renewal	<b>Not Applicable</b>
Prices Good for	<b>120 days</b>
Pre-Bid Conference	<b>Feb 15, 2023 10:30:00 AM EST</b> <b>Attendance is optional</b> <b>Location: Bill Keith Preserve Park, 1720 SW 17th Street, Fort Lauderdale, FL 33312.</b>
Bid Comments	<p>The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, for construction services in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).</p> <p>Sealed bids will be received electronically until 2:00 p.m., local time, on <u>WEDNESDAY, MARCH 1, 2023</u>, and opened online immediately thereafter in the 5th Floor Conference Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, for BID NO., 12723-633, PROJECT NO., 12370, BILL KEITH PRESERVE SHORELINE STABILIZATION.</p> <p>All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.</p> <p>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&amp;A) platform on Bidsync.com before the Last Day for Questions indicated in the Solicitation.</p> <p>This project is located at Bill Keith Preserve Park, 1720 SW 17th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, relocation of the existing ripraps, installation of a riprap breakwater structure, and installation of turbidity barriers. All work to be completed in compliance with current code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe.</p> <p><u>Drawing Plans:</u> This Project consists of Drawing File No., 4-141-80, nine (9) sheets. Drawing plans may be obtained free of charge at BIDSYNC.COM.</p> <p><u>Licensing Requirements:</u> Possession of a Florida General Contractor's License is required for this Project.</p> <p><b><u>NOTE: Payment on this contract will be made by Check</u></b></p>

**Pre-Bid Meeting/Site visit:** A pre-bid meeting and site visit will be held on **WEDNESDAY, FEBRUARY 15, 2023, at 10:30 a.m.** local time, at Bill Keith Preserve Park, 1720 SW 17<sup>th</sup> Street, Fort Lauderdale, Florida 33312.

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

**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 for projects four different ways.

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may upload their original executed bid bond on BIDSYNC to accompany their electronic bids and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.
- 3) Bidders can hand deliver their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, 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 bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, 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 his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

**Certified Checks, Cashier's Checks and Bank Drafts :**

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

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

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

For information concerning technical specifications, please utilize the Q&A platform provided by BIDSYNC at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **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.

**Item Response Form**

Item **12723-633--01-01 - BASE BID: Mobilization & Demobilization**  
 Lot Description **BASE BID**  
 Quantity **1 lump sum**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Mobilization includes securing and cordoning off of the work area, including mobilization of barge and crane, and activation of contractor's physical and manpower resources for transfer to a construction site as well as making sure all utilities are available for use during actual construction. This item cannot exceed 5% of the base bid.

Item **12723-633--01-02 - BASE BID: Riprap**  
 Lot Description **BASE BID**  
 Quantity **1 lump sum**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Furnish all materials, labor, and equipment to perform all the work related but is not limited to, installation of the ripraps at Bill Keth Preserve Park. All work to be completed in compliance with the latest code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe. The lump sum price shall include all labor, materials, and equipment. This base bid shall include overhead and profit, and all other fixed costs.

Item **12723-633--01-03 - BASE BID: Relocate Existing Riprap and removal of sheet piles**  
 Lot Description **BASE BID**  
 Quantity **1 lump sum**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Furnish all materials, labor, and equipment to perform all the work related but not limited to, relocation of the existing ripraps and removal and disposal of existing sheet piles at Bill Keth Preserve Park. All work to be completed in compliance with the latest code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe. The lump sum price shall include all labor, materials, and equipment. This base bid shall include overhead and profit, and all other fixed costs.

Item **12723-633--01-04 - BASE BID: Floating Turbidity Barrier**  
 Lot Description **BASE BID**  
 Quantity **1 lump sum**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty 1**

**Description**

Furnish all materials, labor, and equipment to perform all the work related but is not limited to, installation of turbidity barriers at Bill Keth Presereve Park. All work to be completed in compliance with the latest code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe. The lump sum price shall include all labor, materials, and equipment. This base bid shall include overhead and profit, and all other fixed costs.

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

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**BID NO. 12723-633**

**PROJECT NO. 12370**

**BILL KEITH PRESERVE  
SHORELINE STABILIZATION**



**DANICA GRUJICIC  
PROJECT MANAGER II**

**MAUREEN LEWIS, MBA, CPPB  
SENIOR PROCUREMENT SPECIALIST**  
Telephone: (954) 828-5239; E-mail: [maureenl@fortlauderdale.gov](mailto:maureenl@fortlauderdale.gov)

**TABLE OF CONTENTS**

<b><u>Description</u></b>	<b><u>Pages</u></b>
<b>I. BID INFORMATION</b>	
Invitation to Bid .....	3
Instruction to Bidders .....	7
General Conditions .....	10
Special Conditions .....	6
<b>II. CONSTRUCTION AGREEMENT (SAMPLE).....</b>	<b>41</b>
<b>III. TECHNICAL SPECIFICATIONS</b>	
<b>DIVISION 1 – GENERAL REQUIREMENTS</b>	
011200 Special Working Conditions .....	2
012500 Substitution Procedures.....	4
012900 Payment Procedures .....	5
013100 Project Management and Coordination.....	7
013200 Construction Progress Documentation.....	9
013233 Photographic Documentation.....	3
013300 Submittal Procedures.....	10
014000 Quality Requirements .....	7
014200 References .....	15
015900 Project Sign .....	2
016000 Product Requirements .....	7
017700 Closeout Procedures .....	5
017823 Operation and Maintenance Data .....	7
017839 Project Record Documents .....	4
017900 Demonstration and Training.....	7

**DRAWING FILE 4-141-80**

**PERMITS:**

**Florida Department of Environmental Protection  
Department of the Army**

**EPA Borrower Guide to Federal Requirements**

**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 Questionnaire Sheet
- Non-Collusion Statement
- Non-Discrimination Certification Form
- E-Verify Statement
- Construction Bid Certification Page

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For general inquiries, please call (954) 828-5933.

## **INSTRUCTIONS TO BIDDERS**

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

**QUALIFICATIONS OF BIDDERS** – No bids 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 BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addenda have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** 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 made on the blanks provided. THE FORMS MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED, and must show the name of the bidder and a statement as to its contents.

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 all 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.

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-ervices/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's website at the following link:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

**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 reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

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

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

**DRAWING PLANS** - Drawing plans may be obtained **free of charge** at BIDSYNC.COM.

**SURETY BOND** – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2022), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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

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

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

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

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

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

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 - Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal:

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

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

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

Definitions:

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- c. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

**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 Bidder 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 on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **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 the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

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

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

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

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

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. 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, 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  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (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.

## SPECIAL CONDITIONS

### 01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, for construction services in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

### 02. TRANSACTION FEES

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

### 03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com), and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, 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 SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

### 04. INFORMATION OR CLARIFICATION

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

For information concerning technical specifications please utilize the Question/Answer platform provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site). **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, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

### 05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **60** calendar days after the Substantial Completion Date.

**06. BID SECURITY**

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

**07. REQUIRED LICENSES/CERTIFICATIONS**

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

Florida General Contractor's license

**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.

Contractor shall have successfully constructed a minimum of three (3) on projects of similar scope and scale completed within the last ten (10) years. Bidder shall submit proof of said construction experience and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

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

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

**09. BID ALLOWANCE**

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

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

Allowances	\$
Allowance for dumping fee	10,000
Permit fees and testing allowance	5,000
<b>TOTAL</b>	<b>15,000</b>

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

Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the 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 the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the 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 the 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:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 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 municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

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

If the Contractor does not own vehicles, the 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.

The Contractor waives, and the Contractor shall ensure that the 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.

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

Insurance Certificate Requirements

- a. The 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. The 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 the 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 the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the 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 named 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 the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The 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 operation 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 the Contractor's expense.

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the Contractor's responsibility to ensure that any and all of the 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 the 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 [Danica Grujicic](#), whose address is 100 North Andrews, 4<sup>th</sup> Floor, Fort Lauderdale, Florida 33301-1016, telephone number: (954) 828-5055, and e-mail address is [dgrujicic@fortlauderdale.gov](mailto:dgrujicic@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 **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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.

**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, its successors and assigns, 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-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice 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 the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will 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:

BILL KEITH PRESERVE SHORELINE STABILIZATION  
ITB 12723-633 PROJECT 12370

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

### PROJECT DESCRIPTION

This project is located at Bill Keith Preserve Park, 1720 SW 17th Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, relocation of the existing ripraps, installation of a riprap breakwater structure, and installation of turbidity barriers. All work to be completed in compliance

with current code and regulations, and per drawings and specifications. Provide construction schedule identifying the project timeframe.

- 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 **Danica Grujicic**, whose address is 100 N. Andrews Avenue, 4<sup>th</sup> Floor, Fort Lauderdale, FL 33301, telephone number: **(954) 828-5055**, and email address is [dgrujicic@fortlauderdale.gov](mailto:dgrujicic@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., \_\_\_\_\_, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, 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., \_\_\_\_\_, 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 **10** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be Finally Completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **60** calendar days after the Substantial Completion Date.

## ARTICLE 6 – CONTRACT PRICE

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

## ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract



Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.
  - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
  - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor 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 himself or 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 contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## ARTICLE 10 – BONDS AND INSURANCE

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

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

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

10.3 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the 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 the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the 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 the 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:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 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 municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

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

If the Contractor does not own vehicles, the 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 (2022). 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.

The Contractor waives, and the Contractor shall ensure that the 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.

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

### Insurance Certificate Requirements

- a. The 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. The 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 the 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 the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the 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 named 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 the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

### The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The 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 operation 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 the Contractor's expense.

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

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the Contractor's responsibility to ensure that any and all of the 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 the 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.**

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

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

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

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

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

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

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

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

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

#### 14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

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

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

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

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of ten percent (10%) for a specific project can be approved by the City Manager and shall require a written Change Order to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of ten percent (10%) for a specific project must be approved by the City Commission and a written Change Order request must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

### **ARTICLE 15 – CHANGE OF THE CONTRACT TIME**

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

Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made 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 **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors

or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

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

## ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor 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 Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause

whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

17.2.7 If the Contractor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C.



362(d) (1) or (d) (2), and the 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 expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service 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:

\_\_\_\_\_  
Project Manager  
City of Fort Lauderdale  
100 North Andrews Avenue, 4<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301-1016  
Telephone: (954) 828-\_\_\_\_\_  
E-mail: \_\_\_\_\_

with copies to:

City Manager and Interim City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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

22.10 This Project will be financed in part by the Florida Inland Navigation District (FIND).

22.11 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, 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.

22.12 Non-Discrimination

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

#### 22.13 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), 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 Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), 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. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), 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 Agreement 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 21, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

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SAMPLE CONSTRUCTION AGREEMENT



Bill Keith Preserve Shoreline Stabilization  
(Contractor)  
Project 12370

**CITY**

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

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

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

ATTEST:

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

Approved as to Legal Form:  
D'Wayne Spence, Interim City Attorney

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

SAMPLE CONSTRUCTION AGREEMENT

**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 \_\_\_\_\_, 2023, by \_\_\_\_\_, (NAME OF AUTHORIZED OFFICER) as \_\_\_\_\_ (TITLE OF AUTHORIZED OFFICER), for \_\_\_\_\_ (NAME OF COMPANY), a Florida \_\_\_\_\_ (TYPE OF COMPANY).

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

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

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

# TECHNICAL SPECIFICATIONS

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 011200****SPECIAL WORKING CONDITIONS****PART 1 - GENERAL****1.1 SPECIAL CONDITIONS**

- A. The City of Fort Lauderdale brings to Contractors attention that this project is in our Bill Keith Preserve Park. Contractor shall be responsible for coordination and notification of areas to be worked on with City in advance. Contractor will coordinate with public works administration contact personnel and arrange for working areas, parking, staging and schedules so as not to interfere with public. The contractor shall give Owner (City) five (5) business days' notice indicating all upcoming planned work. A phasing plan by Contractor indicating scope and timeframe for each area of work shall be supplied and updated regularly as project proceeds. Contractor shall give a two (2) week look-ahead for all work on said five (5) business day's notices. A weekly meeting to review two (2) weeks look-ahead shall be held on site.
- B. Contractor is responsible for the protection of surrounding areas and demolition and/or relocation of existing equipment and material as necessary for the performance of the Work. All work areas shall always be kept clean and unobstructed.
- C. Contractor to prepare and maintain As-Built drawings after renovation is completed.
- D. Contractor shall follow all local and national safety ordinances as well as all Center for Disease Control and Prevention (CDC) COVID 19 regulations. In verification with our city safety officer, facial coverings/masks are required to be worn by all workers on site.

**1.2 WORK RESTRICTIONS**

- A. On-Site Work Hours: Work shall be generally performed inside the construction site during normal business working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated. The work will not be performed on holidays. Contractor shall coordinate with the City of Fort Lauderdale the timing and scheduling of on-site inspections for this project.
- B. DEFINITIONS:
  - A. Work Hours: 8:00 AM through 4:00 PM, Monday through Friday.
  - B. Business Hours: 8:00 AM through 4:00 PM, Monday through Friday.
  - C. Off-Hours: Hours outside of Work Hours defined above.
  - D. Early morning Hours: 7:00 AM through 8:00 AM, Monday through Friday.
- A. Contractor's staging area is strictly limited to areas to be determined by the Owner (City). Strictly comply with Owner's Representative's directions establishing staging and operation areas, and locations for material delivery and disposal. Staging areas for this project is severely limited and coordination with Owner extremely critical.
- B. Contractor's personnel are prohibited from using toilets facilities during construction. Provide temporary toilet facilities for construction personnel.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- C. Parking for contractor's personnel shall be arranged by Owner's (City) representative and contractor's personnel shall make sure their vehicles do not in any way affect normal operations at any time. The Owner will try to accommodate parking during the project, but parking is not guaranteed.
- D. Contractor shall schedule all work with Owner (City) to fit Owner's operations, to facilitate completion of this work, to coordinate with and expedite new construction work on project, and as follows:

**1.4 WORK SEQUENCE**

- A. Notify Owner's Representative seven (7) calendar days prior to scheduled date of Substantial Completion of each phase of the Project. Before beginning successive phases of Work, comply with City requirements.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****END OF SECTION 011200**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 012500  
SUBSTITUTION PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 DEFINITIONS**

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

**1.4 ACTION SUBMITTALS**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**1.5 QUALITY ASSURANCE**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****1.6 PROCEDURES**

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

**PART 2 - PRODUCTS****2.1 SUBSTITUTIONS**

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



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**PART 3 - EXECUTION (Not Used)****END OF SECTION 012500**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 012900****PAYMENT PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

**1.3 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

**1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. City's Form - Periodic Estimate for Partial Payment.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to City Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Project Number
    - c. Contractor's name and address.
    - d. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
      - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration, documentation and training in the amount of 5 percent of the Contract Sum.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
  6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as General Conditions expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

**1.5 APPLICATIONS FOR PAYMENT**

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.
- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
  1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
  2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach his partial release of lien.
  3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the asbestos contractor and the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described.
- F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
  1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final release of lien.
  3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire City's insurance.
  16. Initial settlement survey and damage report if required.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. Evidence that claims have been settled.
  5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when City took possession of and assumed responsibility for corresponding elements of the Work.
  6. Final, liquidated damages settlement statement.

**Bill Keith Preserve Shoreline Stabilization**

**PROJECT 12370**

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

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

**END OF SECTION 012900**

PAYMENT PROCEDURES

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 013100  
PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 DEFINITIONS**

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

**1.4 COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**1.5 SUBMITTALS**

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

**1.6 SPECIAL PROJECT PROCEDURES**

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



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

- C. **Discrepancies or Inconsistencies:** Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.
1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
  2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
- D. **Plans and Specifications Acknowledgment by Subcontractors and Suppliers:** All Subcontractors and suppliers must submit, through the General Contractor to the City Engineer, a statement on their individual letterhead stationary, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
1. Has received or reviewed a FULL set of approved plans and specifications for the project,
  2. Is aware that items concerning their particular trade may be shown and/or detailed in other trades or sections of the plans and specifications, and
  3. Will comply with said plans, specifications and all applicable codes and permit requirements.
- E. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.
- F. The Subcontractor will not be permitted to start work, nor will any Shop drawings/submittals be accepted for review from a supplier until this letter of acknowledgment is received and approved by the General Contractor and City Engineer. Also, the City will not process any pay request for the work of any Subcontractor or Supplier whose acknowledgment letter is not on file with the City.

**1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A. The Contractor shall employ a competent superintendent who can communicate with spoken English, and who shall be in attendance at the site full-time when any work is in progress. The superintendent shall be satisfactory to the City's Engineer and shall not be changed except with the consent of the City's Engineer.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- B. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

**1.8 PROJECT MEETINGS**

- A. General: Attend meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  2. Minutes: Record of significant discussions and agreements achieved.
    - a. Minutes from all meetings shall be prepared by the City, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
    - b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all ongoing minutes until it is resolved.
    - c. Minutes shall be typewritten within 24 hours from the completion of the meeting. They shall immediately be emailed to all parties present.
    - d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved
- B. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Architect, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:
1. Distribute and discuss list of major Subcontractors
  2. Tentative construction schedule
  3. Phasing
  4. Critical work sequencing and long-lead items
  5. Relation and coordination of Prime Contractor
  6. Designation of key personnel and their duties
  7. Procedures for processing field decisions and Change Orders
  8. Procedures for RFIs
  9. Procedures for testing and inspecting
  10. Adequacy of distribution of contract documents
  11. Submittal of Shop drawings, project data, and samples
  12. Procedures for maintaining Record documents
  13. Use of premises
  14. Protection of existing construction including landscape materials
  15. Work restrictions
  16. City's occupancy requirements
  17. Responsibility for temporary facilities and controls
  18. Major equipment deliveries and priorities
  19. Construction waste management and recycling
  20. Parking availability
  21. Working hours
  22. Safety and first-aid procedures
  23. Security procedures
  24. Housekeeping procedures including progress cleaning.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

25. Schedule of values.
  26. Processing of payments or contract.
  27. DHS Security Requirements
- C. Progress Meetings: Progress meetings shall be held at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of City and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Review and approve minutes of previous Progress Meeting.
    - b. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Contractor shall submit a two-week look ahead schedule for review at each progress meeting.
      - 1) Review schedule for next period.
    - c. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Status of correction of deficient items.
      - 14) Field observations.
      - 15) RFIs.
      - 16) Status of proposal requests.
      - 17) Pending changes.
      - 18) Status of Change Orders.
      - 19) Pending claims and disputes.
      - 20) Documentation of information for payment requests.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

3. Minutes: City shall record the meeting minutes. These minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.
4. Reporting: Within 24 hours, distribute minutes of the meeting by email to each party present and to parties who should have been present.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**1.9 REQUESTS FOR INTERPRETATION (RFIs)**

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  1. City Project Number
  2. City Project Name.
  3. Date.
  4. Name of Contractor.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Form at end of this Section.
  1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.
  1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
  - a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of Architect's actions on submittals.
  - f. Incomplete RFIs or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
  1. Project name.
  2. Name and address of Contractor.
  3. RFI number including RFIs that were dropped and not submitted.
  4. RFI description.
  5. Date the RFI was submitted.
  6. Date Architect's response was received.
  7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****END OF SECTION 013100**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 013200  
CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

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

- B. Related Sections include the following:

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

**1.3 DEFINITIONS**

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

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

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

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fagnets: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

**1.4 SUBMITTALS**

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
  - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- C. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

- D. Daily Construction Reports: Submit two copies at monthly intervals.
- E. Material Location Reports: Submit two copies at monthly intervals.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- G. Special Reports: Submit two copies at time of unusual event.

**1.5 QUALITY ASSURANCE**

- A. Scheduling Personnel Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

**1.6 COORDINATION**

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

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

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule network diagram. Include submittals required during the first 60 days of construction. List



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

- a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

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

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. The schedule shall clearly indicate the critical path and all activities associated with it. The dependencies shall be clearly delineated.
  2. All activities with a time duration exceeding five (5) days shall be shown as separate items.
  3. Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
  5. Include not less than 3 days for startup and testing.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by City: Include a separate activity for each portion of the Work performed by City.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. City-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
- a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Startup and placement into final use and operation.
8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion, and Certificate of Occupancy.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- 1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
  - 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

3. Each activity cost shall reflect an accurate value subject to approval by Architect.
  4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
1. Microsoft Project 2007 for Windows operating system.

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

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

**2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)**

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  3. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by City that may affect or be affected by Contractor's activities.
    - i. Testing and commissioning.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Principal events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

**2.5 REPORTS**

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. Approximate count of personnel at Project site.
  3. Equipment at Project site.
  4. Material deliveries.
  5. High and low temperatures and general weather conditions.
  6. Accidents.
  7. Meetings and significant decisions.
  8. Unusual events (refer to special reports).
  9. Stoppages, delays, shortages, and losses.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.
  12. Change Orders received and implemented.
  13. Construction Change Directives received and implemented.
  14. Services connected and disconnected.
  15. Equipment or system tests and startups.
  16. Partial Completions and occupancies.
  17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

**2.6 SPECIAL REPORTS**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

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

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

**END OF SECTION 013200**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 013233  
PHOTOGRAPHIC DOCUMENTATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 SUBMITTALS**

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

**1.4 USAGE RIGHTS**

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

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

- A. Digital Images: Provide images in highest quality JPEG format produced by a digital camera

PHOTOGRAPHIC DOCUMENTATION

013233-1

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.

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

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



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- the cutoff date associated with each Application for Payment.
2. Vantage Points: Following suggestions by Architect and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time-lapse sequence as follows:
    - a. Commencement of the Work, through completion of subgrade construction.
    - b. Above-grade structural framing.
    - c. Exterior building enclosure.
    - d. Interior Work, through date of Substantial Completion.
- H. Final Completion Construction Photographs: Take eight color photographs after date of Substantial Completion for submission as Project Record Documents. Architect will direct photographer for desired vantage points.
1. Do not include date stamp.

**END OF SECTION 013233**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 013300  
SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 DEFINITIONS**

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

**1.4 SUBMITTAL PROCEDURES**

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

SUBMITTAL PROCEDURES

013300-1

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 10 days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately **6 by 8 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name and address of subcontractor.
    - e. Name and address of supplier.
    - f. Name of manufacturer.
    - g. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Location(s) where product is to be installed, as appropriate.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- k. General Contractor's stamp of approval must be on all submittals, indicating that the Contractor has reviewed and approved prior to submitting to the City.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
  - 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, numbered consecutively.
    - k. Remarks.
    - l. Signature of transmitter.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked "Approved as submitted" or "Approved as noted".
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "Approved as submitted" or "Approved as noted" by Architect.

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

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****PART 2 - PRODUCTS****2.1 ACTION SUBMITTALS**

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Number of Copies: Submit five copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.

**SUBMITTAL PROCEDURES**

013300-4

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
  - m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
  - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).
  3. Number of Copies: Submit five opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit seven copies where copies are required for operation and maintenance manuals. Architect will retain three copies; remainder will be returned. Submit one additional copy for any submittal that must be reviewed by consultant,
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as City's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
  - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
  4. Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
  4. Number of Copies: Submit four copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****2.2 INFORMATIONAL SUBMITTALS**

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
  2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and City's, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Construction Photographs: Comply with requirements specified in Division 01 Section "Photographic Documentation."
1. Material Safety Data Sheets (MSDSs): Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.

**2.3 DELEGATED DESIGN**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

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

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

**3.2 ARCHITECT'S ACTION**

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Approved as submitted
  - 2. Approved as noted
  - 3. Revise and resubmit
  - 4. Rejected.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 013300**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 014000  
QUALITY REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, City, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Divisions 02 through 48 Sections for specific test and inspection requirements.

**1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination,

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

**1.4 CONFLICTING REQUIREMENTS**

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****1.5 SUBMITTALS**

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
  2. Description of test and inspection.
  3. Identification of applicable standards.
  4. Identification of test and inspection methods.
  5. Number of tests and inspections required.
  6. Time schedule or time span for tests and inspections.
  7. Entity responsible for performing tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

**1.6 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- C. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
  - 2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 49. Contractor shall submit shop drawings for review by all agencies and City.

**1.7 QUALITY CONTROL**

- A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.
  - 1. City will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made by the City directly to the testing agency.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Tests and inspections not explicitly assigned to City are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- a. Contractor shall not employ same entity engaged by City, unless agreed to in writing.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with City and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify City and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not releases, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to City, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION****3.1 TEST AND INSPECTION LOG**

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

**3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. This includes all site work adjacent to property.
  2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 014200  
REFERENCES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 DEFINITIONS**

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

**1.3 INDUSTRY STANDARDS**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**1.4 ABBREVIATIONS AND ACRONYMS**

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

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

## REFERENCES

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

014200-3

CAM #23-0600

Exhibit 1

Page 125 of 284

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

014200-5

CAM #23-0600

Exhibit 1

Page 127 of 284

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

014200-6

CAM #23-0600

Exhibit 1

Page 128 of 284



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

014200-7

CAM #23-0600

Exhibit 1

Page 129 of 284

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

014200-8

CAM #23-0600

Exhibit 1

Page 130 of 284

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

014200-9

CAM #23-0600

Exhibit 1

Page 131 of 284

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

## REFERENCES

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

www.wdma.com

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

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

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

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

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

## REFERENCES

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

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

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

## REFERENCES

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

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

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

## REFERENCES



**Bill Keith Preserve Shoreline Stabilization**

**PROJECT 12370**

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

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

**END OF SECTION 014200**

REFERENCES

# Construction Sign Request Form

Title (Bold):

Title (Not Bold):

What's Happening?

Benefits:

Number of Neighbors Benefitted:

Cost:

Month and Year of Expected Completion:

Contractor:

Phone: 954-828-8000

We're Working On:

Project Manager Signature

Date

Senior Project Manager Signature

Date

**SECTION 015900 – PROJECT SIGN**

PART 1 GENERAL

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



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

**END OF SECTION**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 016000  
PRODUCT REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 DEFINITIONS**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****1.4 SUBMITTALS**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**1.5 QUALITY ASSURANCE**

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

**1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**B. Delivery and Handling:**

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

**C. Storage:**

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

**1.7 PRODUCT WARRANTIES**

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

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

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

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**PART 2 - PRODUCTS****2.1 PRODUCT SELECTION PROCEDURES**

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



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

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

**2.2 PRODUCT SUBSTITUTIONS**

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

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****2.3 COMPARABLE PRODUCTS**

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

**PART 3 - EXECUTION (Not Used)****END OF SECTION 016000**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 017700  
CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

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

- B. Related Sections include the following:

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

**1.3 SUBSTANTIAL COMPLETION**

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

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit list of all subcontractors including names, addresses (with zip code) and telephone numbers and dollar amount of work performed.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by City. Label with manufacturer's name and model number where applicable.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

7. Make final changeover of permanent locks and deliver keys to City. Advise City's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Complete final cleaning requirements, including touchup painting.
  12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

**1.4 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Submit final releases of lien from all subcontractors and suppliers
  3. Submit pest-control final inspection report and warranty.
  4. Instruct City's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  5. No later than 30 days after completion of the job, the contractor shall provide IA/SMD with all blueprints of the space and all associated areas (i.e. roof, garage) on AutoCAD and a hard copy of the floor plan.
  6. The security system shall be included in the blueprints after the initial floor design. The security system shall be on a separate layer. It shall not be included on the same layer of the electrical system. The security system shall be treated as sensitive information and shall not be given to any contractor who does not have a need to know. A hardcopy of as-built of the Security System along with the AutoCAD copy shall be provided to SMD no later than 30 days after the completion of the job. (This shall include any changes made during the construction phase). Security plan shall include furniture layout.
  7. The CBP/Security Management Division requires one business week after the space has been totally built out (including carpet, painting, electrical, plumbing, HVAC, communication cable, and video cable, except for the installation of the ceiling tile) to complete our security and communication inspections once these inspections are completed. After that, a final walk through shall take place by the SMD and GSA to prepare a punch list to present to the contractor/lessor. No security project shall be considered substantially complete without a final walk through.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

requirements. Final payment will only be made after ALL unconditional release of liens from all subcontractors and suppliers are received by the City.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

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

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, starting with exterior areas first.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project number.
    - b. Project name
    - c. Date.
    - d. Name of Contractor.
    - e. Page number.

**1.6 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within [15] days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.
- E. Submit Certificate of Occupancy to the Architect.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****PART 2 - PRODUCTS****2.1 MATERIALS**

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

**PART 3 - EXECUTION****3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - j. Remove labels that are not permanent.
    - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Replace parts subject to unusual operating conditions.
  - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 017700**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 017823  
OPERATION AND MAINTENANCE DATA****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Maintenance manuals for the care and maintenance of systems and equipment.

- B. Related Sections include the following:

1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
4. Divisions 02 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

**1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

- B. Subsystem: A portion of a system with characteristics similar to a system.

**1.4 SUBMITTALS**

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****1.5 COORDINATION**

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

**PART 2 - PRODUCTS****2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY**

- A. Organization: Include a section in the directory for each of the following:
1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

**2.2 MANUALS, GENERAL**

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Date of submittal.
  4. Name, address, and telephone number of Contractor.
  5. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

**2.3 EMERGENCY MANUALS**

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of City's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

**2.4 OPERATION MANUALS**

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

**2.5 PRODUCT MAINTENANCE MANUAL**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

**2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL**

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. **Source Information:** List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard printed maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training videotape, if available.
- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.
- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.
- H. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****PART 3 - EXECUTION****3.1 MANUAL PREPARATION**

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by City's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by City's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

**END OF SECTION 017823**

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****SECTION 017839  
PROJECT RECORD DOCUMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Drawings.
  2. Record Specifications.
  3. Record Product Data.
- B. Related Sections include the following:
1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  3. Divisions 02 through 48 Sections for specific requirements for Project Record Documents of the Work in those Sections.

**1.3 SUBMITTALS**

- A. Record Drawings: Comply with the following:
1. No later than 30 days after completion of the job, the Contractor shall provide City/IA/SMD with record prints of the Contract Drawings as well as Auto CAD files. A hard-copy of the security system as-built, as well as the Auto CAD files, shall also be provided to the City/IA/SMD no later than 30-days after completion of the job.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

**PART 2 - PRODUCTS****2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
      - 1) Document with photographs.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Work Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
  7. Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. Make corrections where required.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Identification: As follows:
    - a. Project number.
    - b. Project name.
    - c. Date.
    - d. Designation "PROJECT RECORD DRAWINGS."
    - e. Name of Contractor.



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370****2.2 RECORD SPECIFICATIONS**

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

**2.3 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

**2.4 MISCELLANEOUS RECORD SUBMITTALS**

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

**PART 3 - EXECUTION****3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- C. Record Documents of water, sewer and drainage must be provided for the General Contractor by a Professional Land Surveyor and must be satisfactory for approval by the Broward County Health Department and the Broward County Department of Planning and Environmental Protection.

**Bill Keith Preserve Shoreline Stabilization**

**PROJECT 12370**

- D. Final pay request will not be processed until Record Documents have been completed and submitted to the City.

**END OF SECTION 017839**

**SECTION 017900  
DEMONSTRATION AND TRAINING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for instructing City's personnel, including the following:
1. Demonstration of operation of systems, subsystems, and equipment.
  2. Training in operation and maintenance of systems, subsystems, and equipment.
  3. Demonstration and training video recordings.
- B. Related Requirements:
1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.
- C. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Division 01 Section "Allowances."
- D. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Division 01 Section "Unit Prices."

**1.3 INFORMATIONAL SUBMITTALS**

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For facilitator, instructor, and videographer.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

**1.4 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two copies within 5 days of end of each training module.
1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.
  2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
  3. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
  4. At completion of training, submit complete training manual(s) for City's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

**1.5 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

**1.6 COORDINATION**

- A. Coordinate instruction schedule with City's operations. Adjust schedule as required to minimize disrupting City's operations and to ensure availability of City's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

**PART 2 - PRODUCTS****2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  2. Documentation: Review the following items in detail:

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

**PART 3 - EXECUTION****3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

**3.2 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and City for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct City's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  2. City will furnish an instructor to describe City's operational philosophy.
  3. City will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  1. Schedule training with City, through Architect and, through Construction Manager, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral and a written performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to City. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

**3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS**

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to City, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to **City**, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.



**Bill Keith Preserve Shoreline Stabilization****PROJECT 12370**

- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

**END OF SECTION 017900**



# CITY OF FORT LAUDERDALE

## PROJECT #12370

## BILL KEITH PARK

# SHORE STABILIZATION

1720 SW 17th STREET

FORT LAUDERDALE, FLORIDA

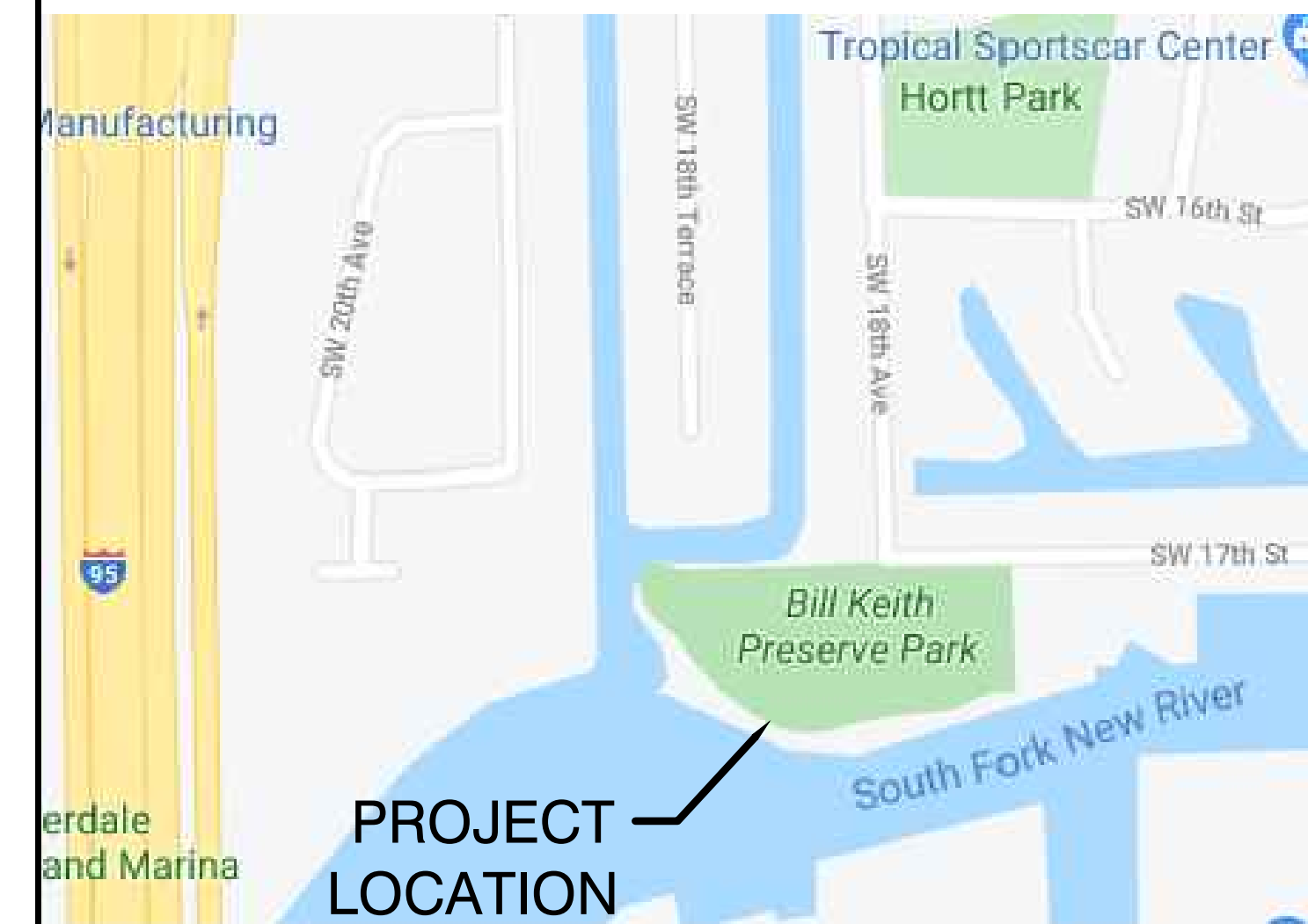
LIST OF FREQUENTLY USED ABBREVIATIONS

AC. - ACRE  
 ACI - AMERICAN CONCRETE INSTITUTE  
 ACQ - ALKALINE COPPER QUATERNARY  
 AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION  
 ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE  
 ASCE - AMERICAN SOCIETY OF CIVIL ENGINEERS  
 ASD - ALLOWABLE STRESS DESIGN  
 ASTM - AMERICAN SOCIETY FOR TESTING AND MATERIALS  
 AWS - AMERICAN WELDING SOCIETY  
 B/L,  $\varnothing$  - BASELINE  
 BOT - BOTTOM  
 CA-A - COPPER AZOLE, TYPE A  
 CA-B - COPPER AZOLE, TYPE B  
 CAP - CORRUGATED ALUMINUM PIPE  
 CCA - CHROMATED COPPER ARSENATE  
 CIP - CAST-IN-PLACE  
 C/L,  $\varnothing$  - CENTERLINE  
 CLR - CLEAR  
 CMP - CORRUGATED METAL PIPE  
 CONST. - CONSTRUCT  
 CONT. - CONTINUOUS  
 CPP - CORRUGATED PLASTIC PIPE  
 DIA.,  $\varnothing$  - DIAMETER  
 EL., ELEV. - ELEVATION  
 EMBED - EMBEDMENT  
 EQ. - EQUIVALENT  
 EX., EXIST. - EXISTING  
 EW - EACH WAY  
 FAC - FLORIDA ADMINISTRATIVE CODE  
 FBC - FLORIDA BUILDING CODE  
 FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION  
 FT - FOOT  
 GALV. - GALVANIZED  
 GR - GRADE  
 INV. - INVERT  
 KSI - KILOPOUNDS PER SQUARE INCH  
 LB(S) - POUND(S)

LF - LINEAR FEET  
 LRFD - LOAD RESISTANCE FACTOR DESIGN  
 MAX. - MAXIMUM  
 MHW - MEAN HIGH WATER LEVEL  
 MIN. - MINIMUM  
 MLW - MEAN LOW WATER LEVEL  
 NAVD '88 - NORTH AMERICAN VERTICAL DATUM OF 1988  
 NGVD '29 - NATIONAL GEODETIC VERTICAL DATUM OF 1929  
 NEC - NATIONAL ELECTRICAL CODE  
 NFPA - NATIONAL FIRE PROTECTION ASSOCIATION  
 NSF - NATIONAL SANITATION FOUNDATION  
 NTS - NOT TO SCALE  
 O.C. - ON CENTER  
 O.D. - OUTSIDE DIAMETER  
 PCF - POUNDS PER CUBIC FOOT  
 PCI - POUNDS PER CUBIC INCH  
 PL,  $\varnothing$  - PLATE  
 PSF - POUNDS PER SQUARE FOOT  
 PSI - POUNDS PER SQUARE INCH  
 RCP - REINFORCED CONCRETE PIPE  
 R/W - RIGHT OF WAY  
 SEC. - SECONDS  
 SDWK - SIDEWALK  
 SFWMD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 SHW - SEASONAL HIGH WATER  
 SHLD - SHOULDER  
 SIM. - SIMILAR  
 SPA - SPACING, SPACES  
 SYP - SOUTHERN YELLOW PINE  
 TYP - TYPICAL  
 ULT - ULTIMATE  
 UON - UNLESS OTHERWISE NOTED  
 VAR - VARIES  
 W/ - WITH

**WGI**  
 WGI PROJECT NO. 2059.05  
 2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055

DRAWING INDEX	
	COVER SHEET
G01	GENERAL NOTES
G02	EXISTING PLAN VIEW
G03	SOIL BORING DATA
G04	EROSION CONTROL PLAN
G05	EROSION CONTROL DETAILS
S01	STRUCTURAL PLAN
S02	ENLARGED PLAN
S03	SECTIONS AND DETAILS



LOCATION SKETCH

PROJECT #12370  
 BILL KEITH PARK  
 SHORE STABILIZATION  
 1720 SW 17th STREET

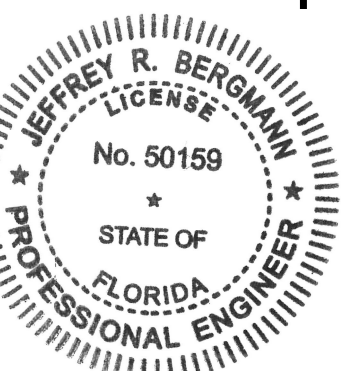
CITY OF FORT LAUDERDALE  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING & ARCHITECTURE  
 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS	MAYOR
HEATHER MORAITIS	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
ROBERT L. MCKINZIE	COMMISSIONER - DISTRICT III
BEN SORENSEN	COMMISSIONER - DISTRICT IV

JEFFREY R. BERGMANN, P.E. ENGINEER (561) 839-1721

JEFFREY R. BERGMANN, P.E. NO. 50159  
 THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JEFFREY R. BERGMANN. DIGITAL SIGNATURE PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



DATE: 10-14-19  
 CAD FILE: 12370-000-000COVR  
 DRAWING FILE No.: 4-\_-\_-\_-

**100% DESIGN**

GENERAL SPECIFICATIONS:

LATEST EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

DATUM:

ALL ELEVATIONS SHOWN ARE NAVD '88.

UTILITIES:

NO EXISTING UTILITIES ARE AVAILABLE ON SITE FOR CONTRACTORS USE.

STAGING AREAS:

THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH CITY OF FORT LAUDERDALE (CITY). NO STAGING OF EQUIPMENT/VEHICLES WILL BE ALLOWED IN OR NEAR THE BANKS OF THE SOUTH FORK OF NEW RIVER.

ENVIRONMENTAL IMPACT:

- 1. IF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE OPERATION IN THAT AREA. IMMEDIATELY NOTIFY CITY AND PROTECT THE IMMEDIATE AREA OF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL FROM FURTHER ACCESS. CITY WILL ARRANGE FOR THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDICATION OF THE MATERIAL IN QUESTION AS NEEDED.
2. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST WRITTEN PERMISSION FROM THE CITY AND THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF THE REQUEST TO THE CITY. THE CONTRACTOR SHALL PROVIDE THE (COUNTY STAFF) WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE, AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH THE CITY PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK - 2011:

THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING CONDITIONS INTENDED TO PROTECT MANATEES FROM DIRECT PROJECT EFFECTS:

- a. ALL PERSONNEL ASSOCIATED WITH THE PROJECT SHALL BE INSTRUCTED ABOUT THE PRESENCE OF MANATEES AND MANATEE SPEED ZONES, AND THE NEED TO AVOID COLLISIONS WITH AND INJURY TO MANATEES. THE PERMITTEE SHALL ADVISE ALL CONSTRUCTION PERSONNEL THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING MANATEES WHICH ARE PROTECTED UNDER THE MARINE MAMMAL PROTECTION ACT, THE ENDANGERED SPECIES ACT, AND THE FLORIDA MANATEE SANCTUARY ACT.
b. ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL OPERATE AT "IDLE SPEED/NO WAKE" AT ALL TIMES WHILE IN THE IMMEDIATE AREA AND WHILE IN WATER WHERE THE DRAFT OF THE VESSEL PROVIDES LESS THAN A FOUR-FOOT CLEARANCE FROM THE BOTTOM. ALL VESSELS WILL FOLLOW ROUTES OF DEEP WATER WHENEVER POSSIBLE.
c. SILTATION OR TURBIDITY BARRIERS SHALL BE MADE OF MATERIAL IN WHICH MANATEES CANNOT BECOME ENTANGLED, SHALL BE PROPERLY SECURED, AND SHALL BE REGULARLY MONITORED TO AVOID MANATEE ENTANGLEMENT OR ENTRAPMENT. BARRIERS MUST NOT IMPEDE MANATEE MOVEMENT.
d. ALL ON-SITE PROJECT PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF MANATEE(S). ALL IN-WATER OPERATIONS, INCLUDING VESSELS, MUST BE SHUTDOWN IF A MANATEE(S) COMES WITHIN 50 FEET OF THE OPERATION. ACTIVITIES WILL NOT RESUME UNTIL THE MANATEE(S) HAS MOVED BEYOND THE 50-FOOT RADIUS OF THE PROJECT OPERATION, OR UNTIL 30 MINUTES ELAPSES IF THE MANATEE(S) HAS NOT REAPPEARED WITHIN 50 FEET OF THE OPERATION. ANIMALS MUST NOT BE HERDED AWAY OR HARASSED INTO LEAVING.
e. ANY COLLISION WITH OR INJURY TO A MANATEE SHALL BE REPORTED IMMEDIATELY TO THE FWC HOTLINE AT 1-888-404-3922. COLLISION AND/OR INJURY SHOULD ALSO BE REPORTED TO THE U.S. FISH AND WILDLIFE SERVICE IN JACKSONVILLE (1-904-731-3336) FOR NORTH FLORIDA OR VERO BEACH (1-772-562-3909) FOR SOUTH FLORIDA, AND TO FWC AT ImperiledSpecies@myFWC.com
f. TEMPORARY SIGNS CONCERNING MANATEES SHALL BE POSTED PRIOR TO AND DURING ALL IN-WATER PROJECT ACTIVITIES. ALL SIGNS ARE TO BE REMOVED BY THE PERMITTEE UPON COMPLETION OF THE PROJECT. TEMPORARY SIGNS THAT HAVE ALREADY BEEN APPROVED FOR THIS USE BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) MUST BE USED (SEE MYFWC.COM/MANATEE). ONE SIGN WHICH READS CAUTION: BOATERS MUST BE POSTED. A SECOND SIGN MEASURING AT LEAST 8 1/2" BY 11" EXPLAINING THE REQUIREMENTS FOR "IDLE SPEED/NO WAKE" AND THE SHUT DOWN OF IN-WATER OPERATIONS MUST BE POSTED IN A LOCATION PROMINENTLY VISIBLE TO ALL PERSONNEL ENGAGED IN WATER-RELATED ACTIVITIES. QUESTIONS CONCERNING THESE SIGNS CAN BE SENT TO THE EMAIL ADDRESS LISTED ABOVE.
g. FLOATING TURBIDITY BARRIER WITH FINE MESH SHALL BE USED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 104.

GENERAL NOTES:

- 1. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND SITE DRAWINGS. ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
2. THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE STRUCTURE IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO INSURE SAFETY OF THE SEAWALL AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE DOWNS.
3. THE LATEST EDITION FDOT INDEX AND SPECIFICATIONS SHALL BE USED, UNLESS OTHERWISE NOTED. (UON)
4. PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 556.105 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
5. GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
6. EXISTING SECTION, QUARTER SECTION CORNER, PROPERTY CORNERS, BROWARD COUNTY SURVEY CONTROL MONUMENTS AND ALL OTHER PERMANENT MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESTORED AFTER CONSTRUCTION BY A PROFESSIONAL SURVEYOR AND MAPPER.
7. EQUIPMENT USED FOR THE PROJECT SHALL BE LIMITED TO RUBBER Tired ONLY. TRACK EQUIPMENT SHALL BE ALLOWED ONLY IF SURFACE/GRADE PROTECTION METHODOLOGY IS SUBMITTED AND APPROVED BY CITY OF FORT LAUDERDALE. DAMAGE TO THE EXISTING SURFACE/GRADE RESULTING FROM THE CONSTRUCTION SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR.
8. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL SUBMIT TO THE CITY THE PROPOSED PLAN FOR REVIEW PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMISSION OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). THE CONTRACTOR SHALL SUBMIT THE NPDES PERMIT AS "OPERATOR AND UPON COMPLETION OF THE PROJECT PROVIDE CLOSURE DOCUMENTS TO FDEP. SHEETS G04 AND G05 INDICATES MINIMAL MEASUREMENTS TO BE INITIATED FOR THE OVERALL PROJECT.
10. THE CONTRACTOR IS RESPONSIBLE FOR ALL EXISTING VEGETATION REMOVAL AND DISPOSAL PRIOR TO EXCAVATION; CANAL EXCAVATION EARTHWORK AND CANAL DRESSING IS REQUIRED TO PLACE THE SLOPE PROTECTION.
11. THE LIMESTONE STRATA ENCOUNTERED WITHIN THE PROJECT SITE CORRESPOND TO ROCK FORMATION THAT TYPICALLY OFFER HIGH RESISTANCE TO EXCAVATION. SPECIAL EQUIPMENT AND BREAKING TOOLS ARE TYPICALLY REQUIRED TO EXCAVATE THESE LIMESTONE LAYERS. THESE LIMESTONE LAYERS ARE ALSO DIFFICULT TO DEWATER DUE TO ITS HIGH POROSITY AND PERMEABILITY. FOR ANY EXCAVATION WORK, THESE LIMESTONE LAYERS MAY REQUIRE PREDRILLING/PUNCHING TO PREVENT REFUSAL CONDITIONS, STRUCTURAL DAMAGE, AND TO MINIMIZE VIBRATION - INDUCED SETTLEMENTS TO NEARBY STRUCTURES. THE COST OF PREDRILLING SHALL BE INCLUDED BY THE CONTRACTOR.
12. BACKSLOPE SHALL BE CONSTRUCTED USING CLEAN SAND FREE OF LARGE ROCKS AND ORGANIC DEBRIS. PORTIONS OF THE WATER SIDE OF THE CANAL BANKS NOT COVERED BY REVETMENT SHALL BE SODDED WITH BAHIA GRASS.
13. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO WORK.
14. PROVIDE CONTINUOUS TEMPORARY EROSION AND SEDIMENT CONTROL (FDOT INDEX NO. 102) IN ALL AREAS UNDER CONSTRUCTION.
15. UNLESS OTHERWISE SHOWN, ALL EXISTING DRAINAGE STRUCTURES, WITHIN THE LIMITS OF CONSTRUCTION, ARE TO BE PROTECTED AND REMAIN IN SERVICE THROUGH THE DURATION OF THE PROJECT.
16. PIPES SHOWN ON DRAWINGS ARE APPROXIMATE. CONTRACTOR TO VERIFY SIZE, LOCATIONS, AND LENGTHS OF PIPE.

DESIGN DATA:

- 1. CODE: FLORIDA BUILDING CODE 2017, 6th EDITION.
2. ALL ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
3. ELEVATION OF THE LOWEST FLOOR = N/A

WIND DESIGN IN ACCORDANCE WITH ASCE 7-10:

VELOCITY\_U17 = 170 MPH (3 SEC.)
VELOCITY\_ASD = 132 MPH (3 SEC.)
RISK CATEGORY II
EXPOSURE = C
Gcpi = ±0.18
qz = 37.26 PSF (SERVICE)

SEISMIC DESIGN DATA:

RISK CATEGORY II
Is = 1.0
Ss = 0.05
Si = 0.03
SITE CLASS = D
SDs = 0.053
SD1 = 0.048
SEISMIC DESIGN CATEGORY = A
R = 1.5
Cs = 0.035
V = 0.035W

GEOTECHNICAL DESIGN DATA:

SEE SHEET G03

GROUND SNOW LOAD = 0 PSF

FLOOD ZONE AH

ENVIRONMENT:

SUPERSTRUCTURE: EXTREMELY AGGRESSIVE (INTRACOASTAL WATERWAY)
SUBSTRUCTURE: EXTREMELY AGGRESSIVE (INTRACOASTAL WATERWAY)
LOCATION: INTRACOASTAL WATERWAY

CONSTRUCTION WORK HOURS

WORK ON THE SEAWALL IS LIMITED TO 7:00 A.M. TO 6:00 P.M. MONDAY THRU SATURDAY. TEMPORARY LIGHTING IS REQUIRED TO WARN MARINE TRAFFIC OF HAZARDS DURING HOURS WHEN CONSTRUCTION IS NOT GOING ON. COST OF LIGHTING TO BE INCLUDED WITH THE MOBILIZATION PAY ITEM.

ENGINEER: JEFFREY R. BERGMANN
DATE: 10/10/19

DRAWN BY: D.A.M.
DESIGNED BY: SCALE: N/A
CHECKED BY: J.R.B.
FIELD BOOK: C.B.L.

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

Table with 3 columns: NO., DATE, DESCRIPTION

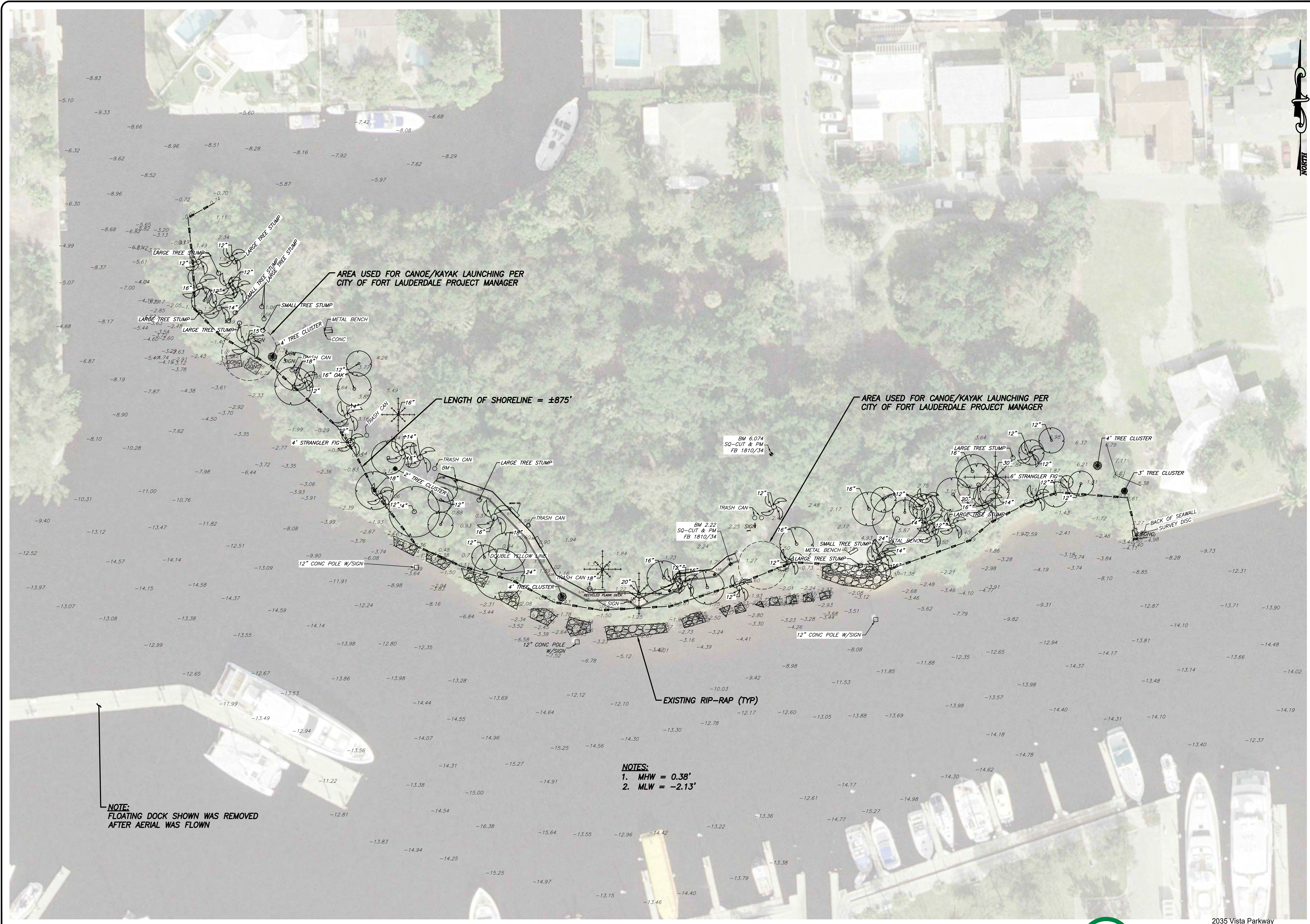
PROJECT # 12370
BILL KEITH PARK
SHORE STABILIZATION
GENERAL NOTES
1720 SW 17th STREET

SHEET NO. G01 OF 9
TOTAL: XX
CAD FILE: 12370-G01-NOTE
DRAWING FILE NO. 4-

WGI PROJECT NO. 2059.05
2035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - LB No. 7055

100% DESIGN

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ENGINEER: JEFFREY R. BERGMANN  
 DATE: NOV 10 2019  
 DATE PLOT: N/A

DRAWN BY: D.A.M.  
 DESIGNED BY: J.R.B.  
 CHECKED BY: C.B.L.  
 FIELD BOOK:

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

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12370  
 BILL KEITH PARK  
 SHORE STABILIZATION  
 EXISTING PLAN VIEW  
 1720 SW 17th STREET

SHEET NO. OF  
**G02** 9  
 TOTAL: XX  
 CAD FILE: 12370-G02-PLAN  
 DRAWING FILE NO. 4-\_\_\_\_\_  
 CAM #23-0600  
 Exhibit 1  
 Page 172 of 284

**NOTE:**  
 FLOATING DOCK SHOWN WAS REMOVED  
 AFTER AERIAL WAS FLOWN

**NOTES:**  
 1. MHW = 0.38'  
 2. MLW = -2.13'

**NOTE:**  
 ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
 TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.



2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGI PROJECT NO. 2059.05

100% DESIGN

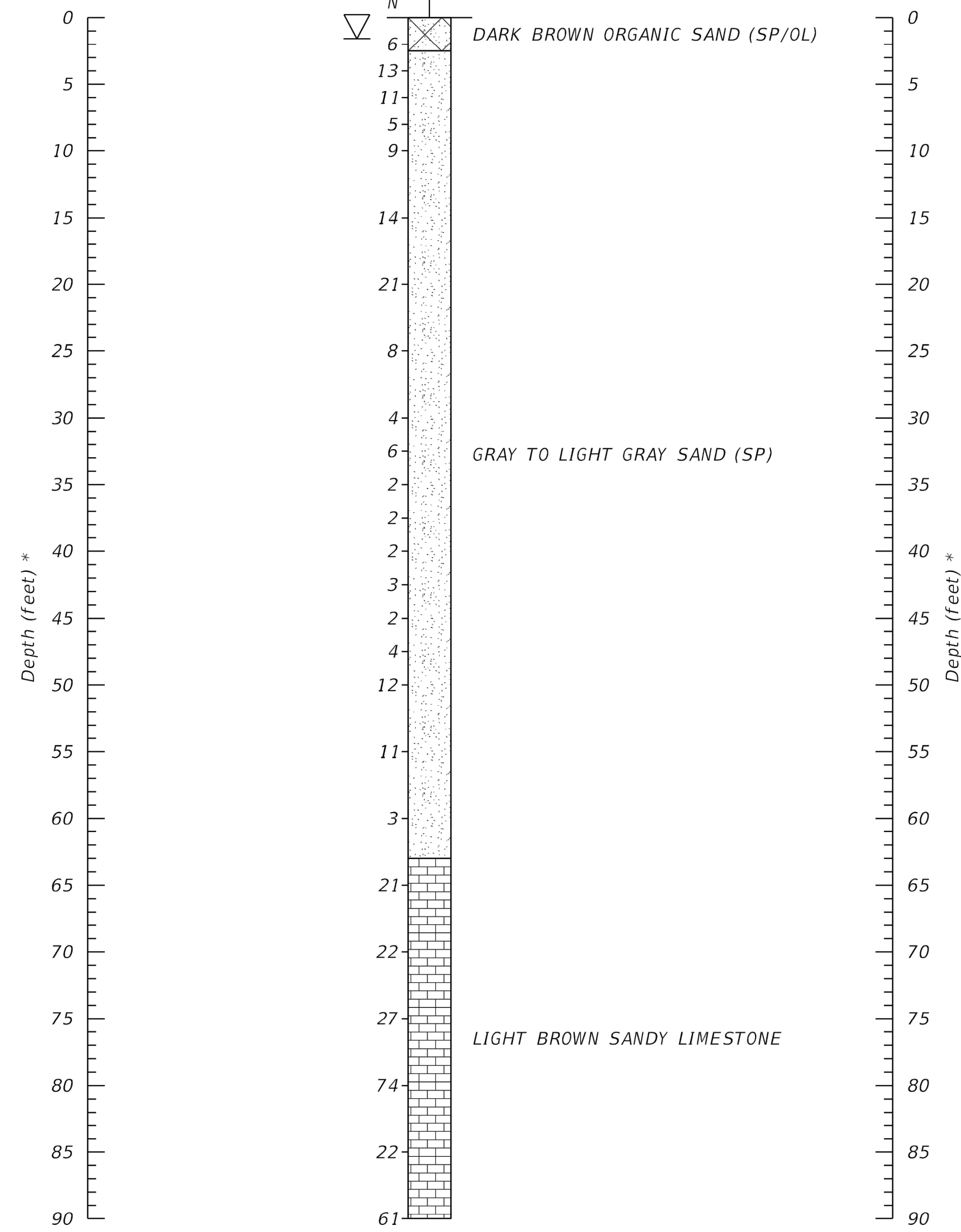
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**BORING LOCATION PLAN**

Approximate Location of SPT Boring

BOR # B-1  
DATE 9/5/2019  
HAMMER Auto  
RIG D-25



Boring Terminated at Depth of 90ft

**LEGEND**

- Sand Organic
- Sand
- Limestone Hard

**NOTES**

- ▽ ENCOUNTERED GROUNDWATER TABLE
- \* DENOTES DEPTH IN FEET FROM EXISTING GROUND SURFACE
- N NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12" PENETRATION AND THEY WERE OBTAINED USING AN AUTOMATIC HAMMER.

NOTE: SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. GENERALLY DESIGN CORRELATIONS AND PROGRAMS USE SAFETY HAMMER N-VALUES. HENCE, THE ABOVE N-VALUES NEED TO BE MULTIPLIED BY 1.24 TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSES.

ENGINEER: JEFFREY R. BERGMANN  
DATE: 07/19  
DATE: 07/19

DATE: 10-14-19  
DESIGNED BY: SCALE: N/A  
CHECKED BY: C.B.L.  
FIELD BOOK:

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

NO.	DATE	BY	DESCRIPTION

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
SOIL BORING DATA  
1720 SW 17th STREET

**DRAWN BY:** NG  
**CHECKED BY:** JO

**APPROVED BY:** RK  
**DATE:** 09-16-2019

**ENGINEER OF RECORD:** RAJ KRISHNASAMY, P.E.  
FLORIDA LICENSE NO.: 53567

RAJ KRISHNASAMY, P.E.  
P.E. LICENSE NUMBER 53567  
TIERRA SOUTH FLORIDA  
2765 VISTA PARKWAY, S-10  
WEST PALM BEACH, FL 33411  
CERTIFICATE OF AUTHORIZATION 28073

**SCALE:** NTS  
**PROJECT NUMBER:** 7111-19-349

**SOIL PROFILES**  
**BILL KEITH PRESERVE PROTECTION SHOAL**  
**FORT LAUDERDALE, FLORIDA**

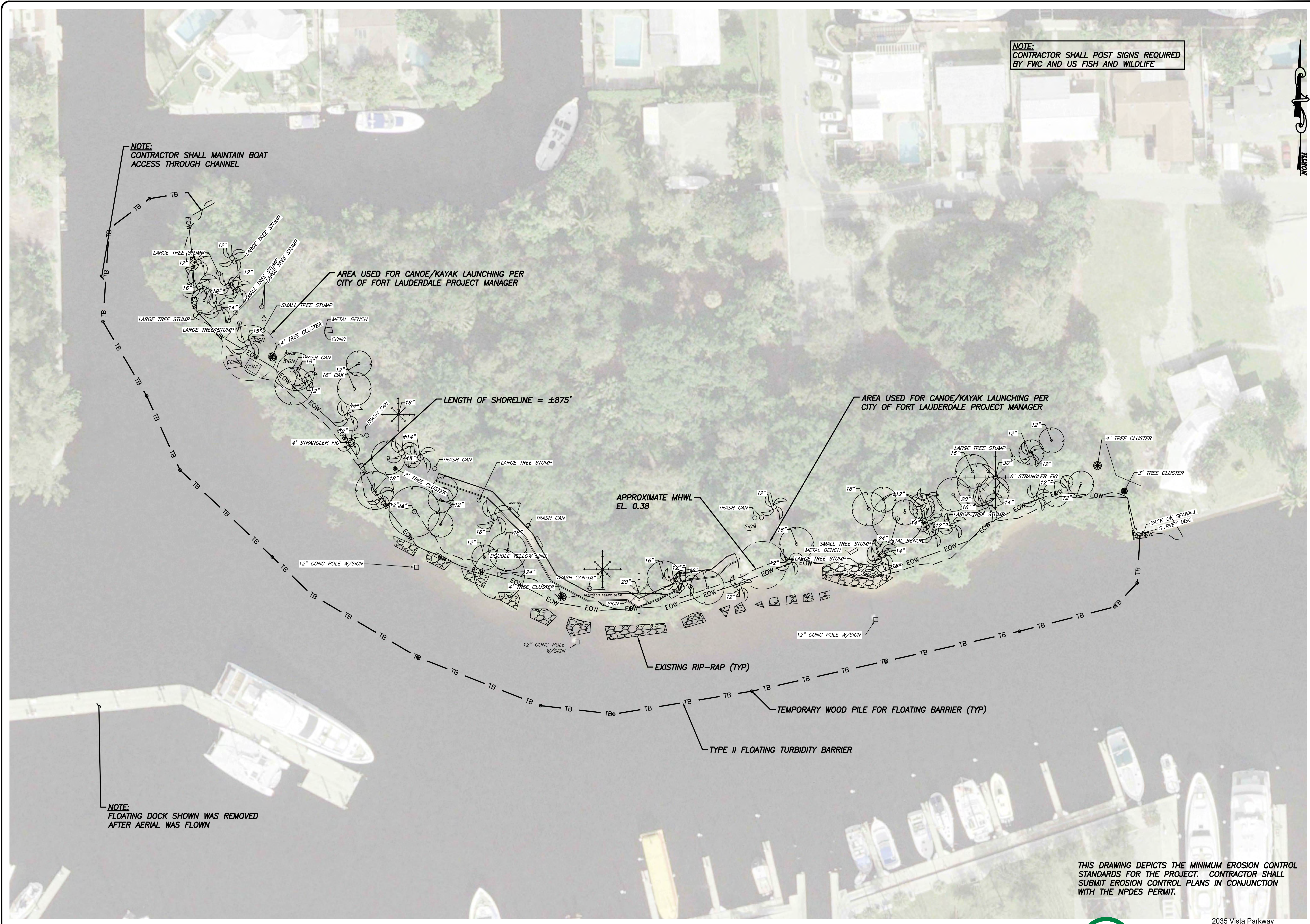
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2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
WGI PROJECT NO. 2059.05

100% DESIGN

SHEET NO.	OF
<b>G03</b>	<b>9</b>
TOTAL:	XX
CAD FILE:	12370-G03-PLAN
DRAWING FILE NO.	4-____-

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**NOTE:**  
CONTRACTOR SHALL POST SIGNS REQUIRED  
BY FWC AND US FISH AND WILDLIFE

**NOTE:**  
CONTRACTOR SHALL MAINTAIN BOAT  
ACCESS THROUGH CHANNEL

**NOTE:**  
FLOATING DOCK SHOWN WAS REMOVED  
AFTER AERIAL WAS FLOWN

**NOTE:**  
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.



ENGINEER:  
JEFFREY R. BERGMANN  
D.A.M.  
DATE: NOV 01 09  
DATE PLOTTED:

DRAWN BY:  
D.A.M.  
DESIGNED BY:  
J.R.B.  
CHECKED BY:  
C.B.L.  
FIELD BOOK:

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

NO.	DATE	BY	CHK'D	DESCRIPTION

**100% DESIGN**

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
EROSION CONTROL PLAN  
1720 SW 17th STREET

SHEET NO. OF  
**G04** 9  
TOTAL: XX  
CAD FILE:  
12370-G04-PLAN  
DRAWING FILE NO.  
4-\_\_\_\_\_-

**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
WGI PROJECT NO. 2059.05

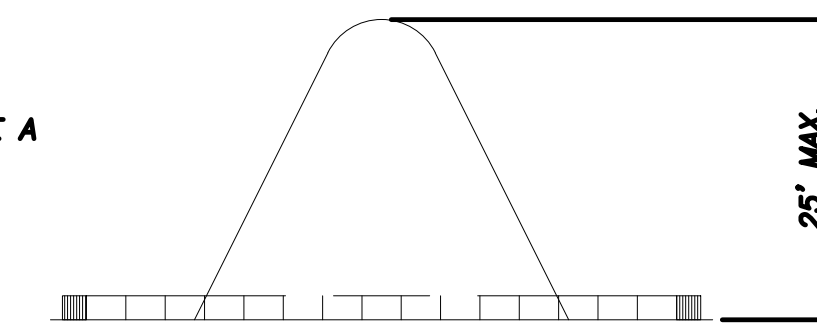
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**EROSION CONTROL NOTES**

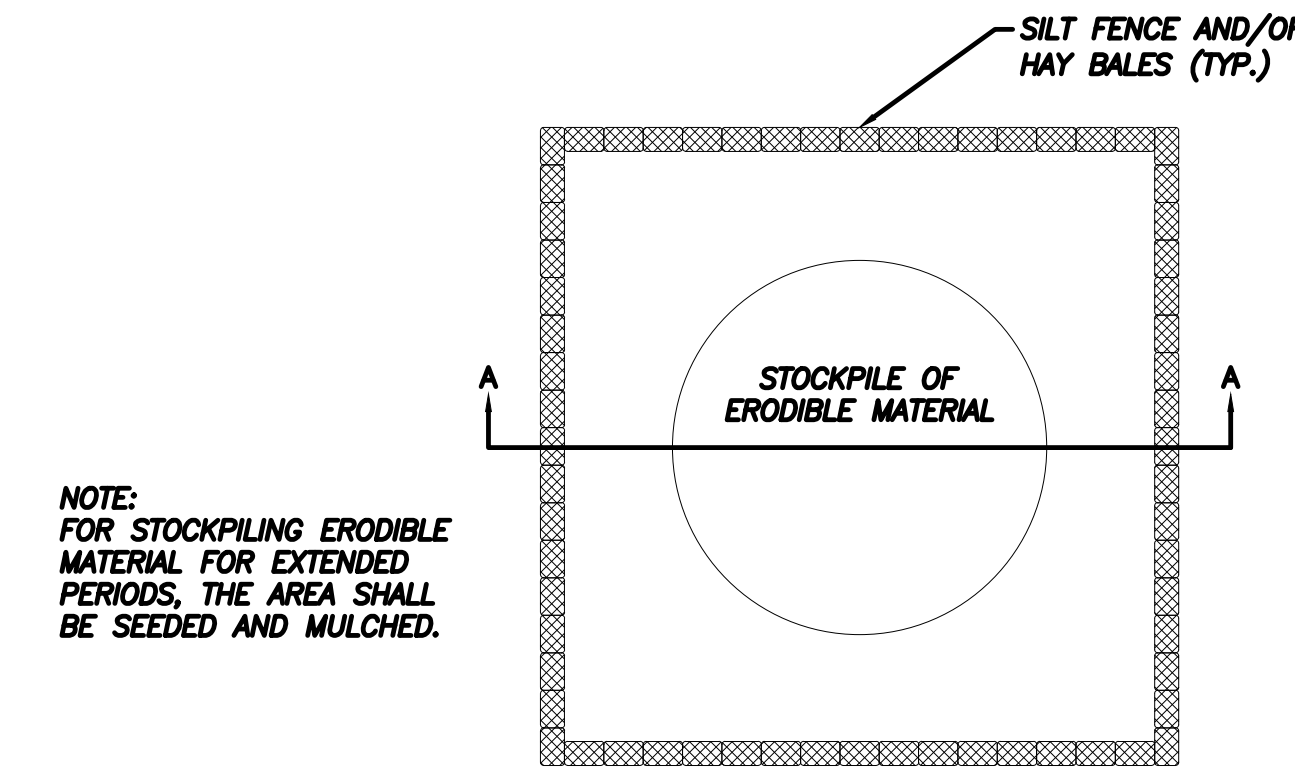
1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.

12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DE-WATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.
19. DE-WATERING ACTIVITIES:  
 CONTRACTOR SHALL SUBMIT A DE-WATERING PLAN TO THE CITY OF FORT LAUDERDALE FOR REVIEW. THE DE-WATERING PLAN SHALL ADDRESS DE-WATERING HOLDING AREAS AND WATER QUALITY TREATMENT.  
 A - DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.  
 B - CONTRACTOR MUST HAVE A TRANSFERABLE SFWMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING".  
 C - NO HYDRAULIC PUMPS MAY BE USED FOR DE-WATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA.  
 D - NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.

NOTE:  
ALL STOCKPILES SHALL BE A  
MAXIMUM OF 25' HIGH.

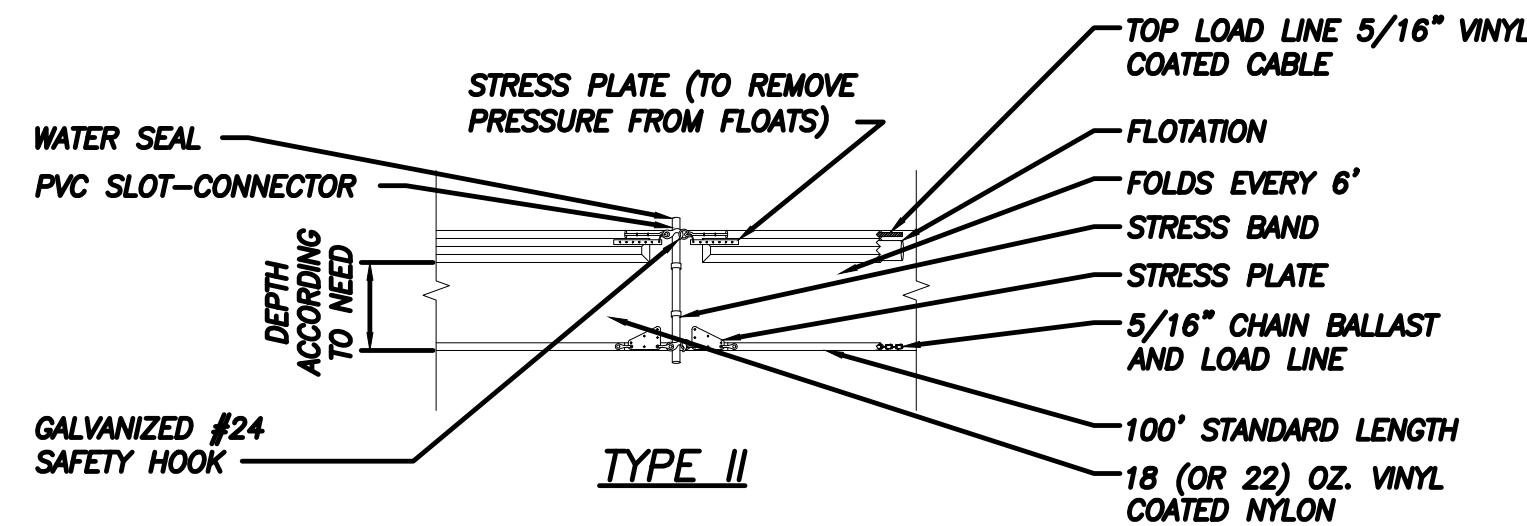


SECTION A-A



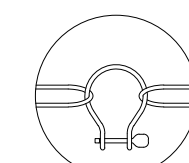
SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL-N.T.S.

TYPE 2. DOT FOR HIGHER CURRENT WATERS (UP TO FIVE FEET PER SECOND): DEEPER LAKES, STREAMS, INTERCOASTAL AND TIDAL AREAS. INCLUDES AN ENCAPSULATED STEEL LOAD CABLE ALONG TOP OF BARRIER AND 8"x8"x4' FLOTATION LOGS. WEAR STRESS POINTS ARE REINFORCED WITH SHIELDS.



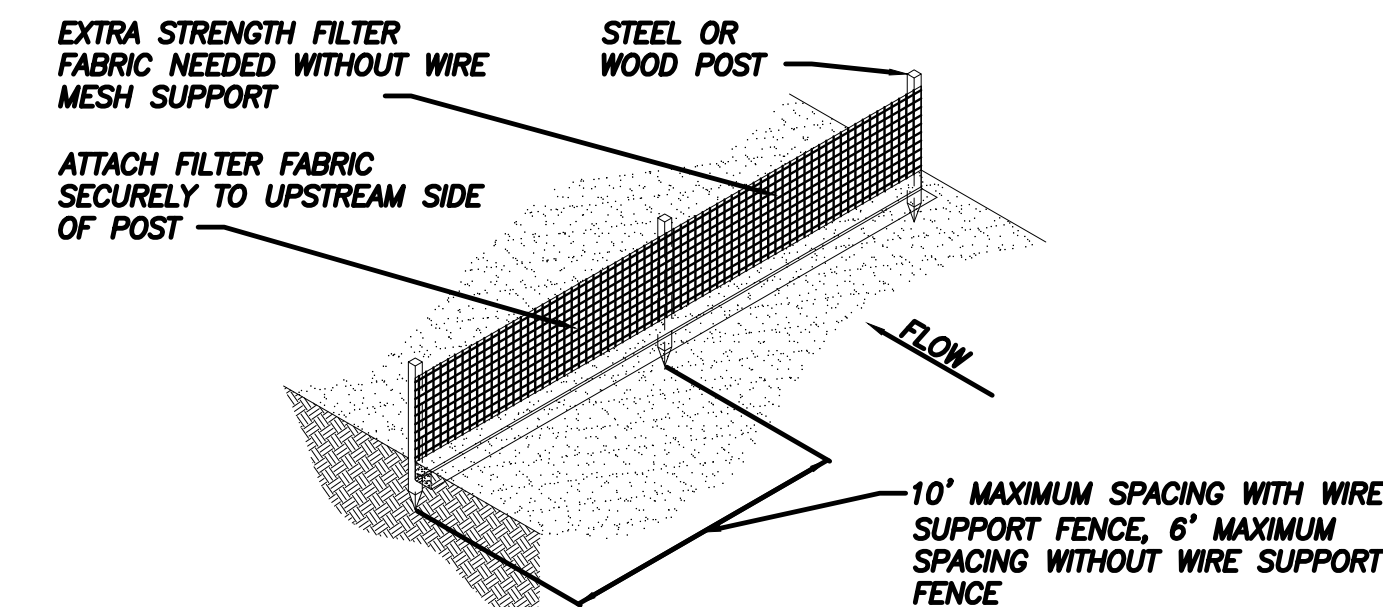
ORIENTATION WHEN INSTALLED (TIDAL SITUATION-TYPE II)-N.T.S.

BLOW-UP OF SHACKLE CONNECTION

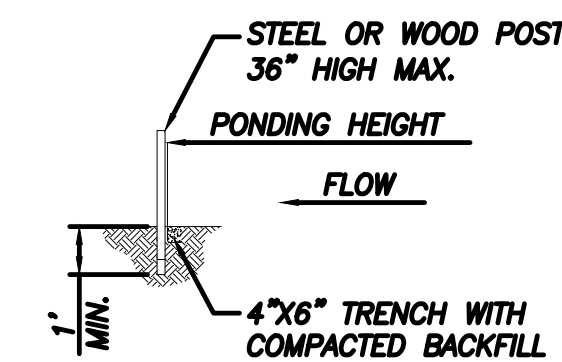


NOTES:

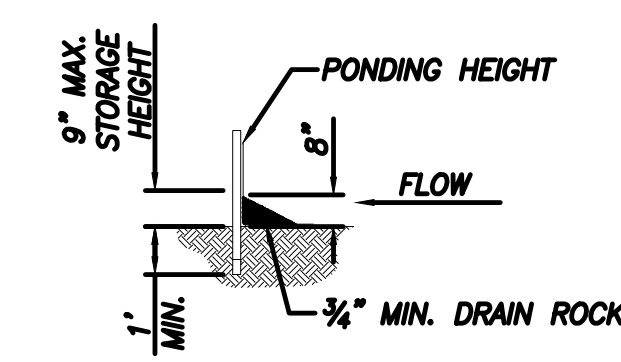
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.



INSTALLATION WITHOUT TRENCHING TYPE IV SILT FENCE-N.T.S.



TRENCH DETAIL



INSTALLATION WITH TRENCHING

ENGINEER: JEFFREY R. BERGMANN  
 DATE: 10/10/09  
 TITLE: P.E.

DRAWN BY: D.A.M.  
 DESIGNED BY: SCALE: N/A  
 J.R.B.  
 C.B.L.  
 FIELD BOOK:

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

NO.	DATE	BY	CHK'D	DESCRIPTION

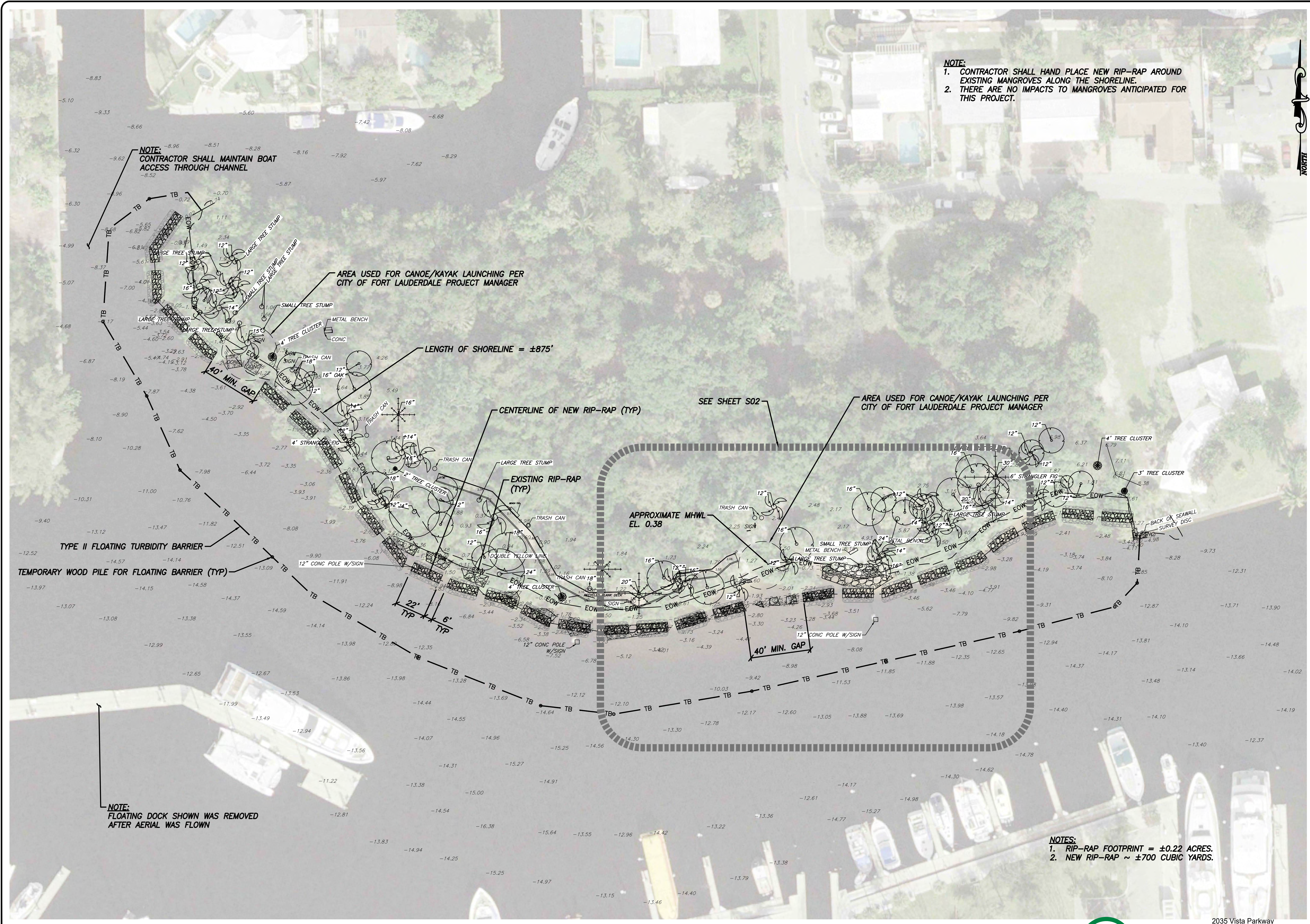
PROJECT # 12370  
 BILL KEITH PARK  
 SHORE STABILIZATION  
 EROSION CONTROL DETAILS  
 1720 SW 17th STREET

SHEET NO. OF  
**G05** 9  
 TOTAL: XX  
 CAD FILE: 12370-G05-DETL  
 DRAWING FILE NO. 4-  
 CAM #23-0600  
 Exhibit 1  
 Page 175 of 284



2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGI PROJECT NO. 2059.05

100% DESIGN



**NOTE:**  
 1. CONTRACTOR SHALL HAND PLACE NEW RIP-RAP AROUND EXISTING MANGROVES ALONG THE SHORELINE.  
 2. THERE ARE NO IMPACTS TO MANGROVES ANTICIPATED FOR THIS PROJECT.

**NOTE:**  
 CONTRACTOR SHALL MAINTAIN BOAT ACCESS THROUGH CHANNEL

**NOTE:**  
 FLOATING DOCK SHOWN WAS REMOVED AFTER AERIAL WAS FLOWN

**NOTE:**  
 ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM. TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.

**NOTES:**  
 1. RIP-RAP FOOTPRINT = ±0.22 ACRES.  
 2. NEW RIP-RAP ~ ±700 CUBIC YARDS.

**100% DESIGN**

ENGINEER: JEFFREY R. BERGMANN  
 DATE: 10-14-19  
 DESIGNED BY: SCALE: N/A  
 CHECKED BY: C.B.L.  
 FIELD BOOK:

DRAWN BY: D.A.M.  
 DATE: 10-14-19  
 DESIGNED BY: SCALE: N/A  
 CHECKED BY: C.B.L.  
 FIELD BOOK:

**CITY OF FORT LAUDERDALE**  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHK'D	DESCRIPTION

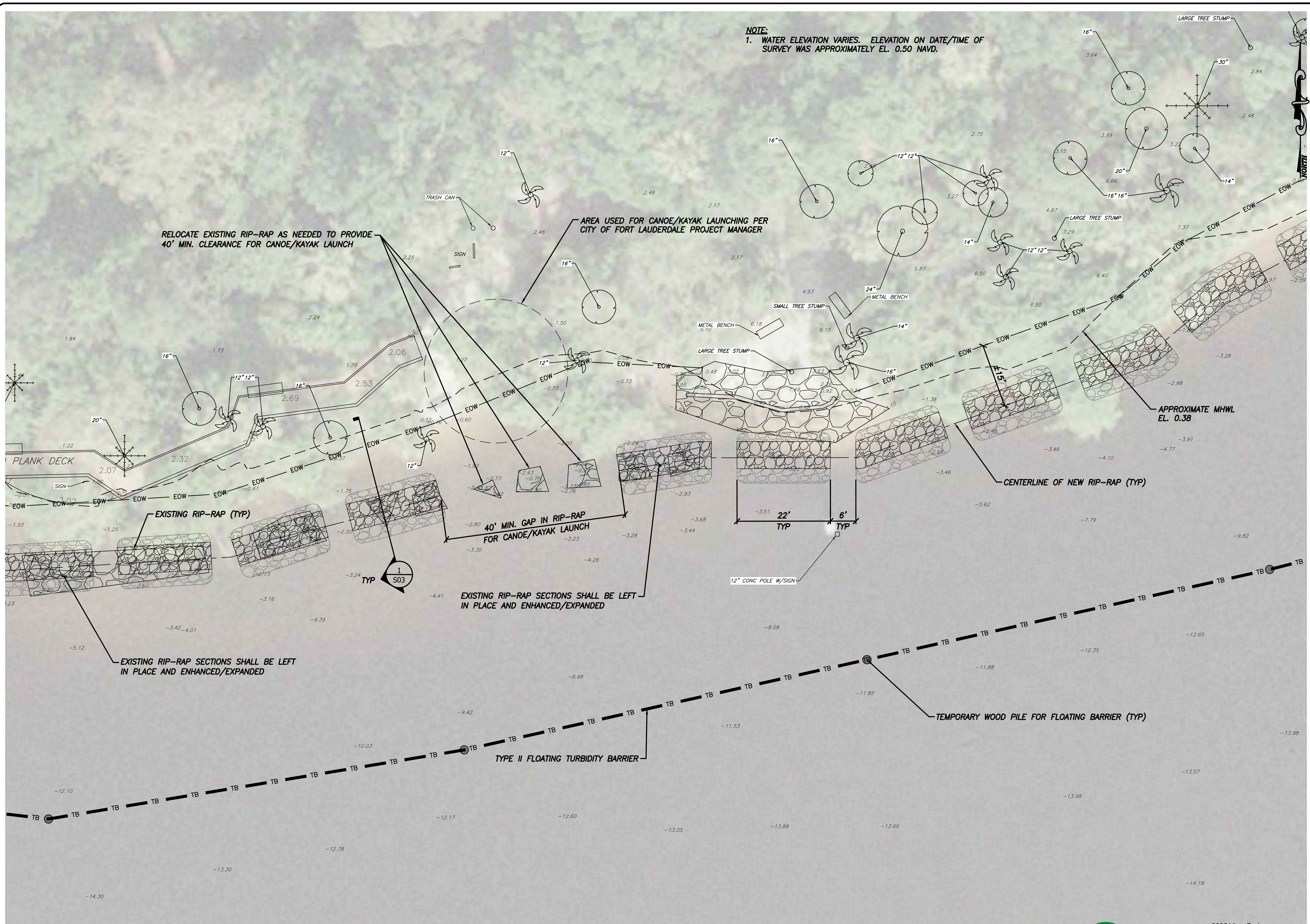
**PROJECT # 12370**  
**BILL KEITH PARK**  
**SHORE STABILIZATION**  
**STRUCTURAL PLAN**  
**1720 SW 17th STREET**

SHEET NO.	OF
<b>S01</b>	<b>9</b>
TOTAL:	XX
CAD FILE:	12370-S01-PLAN
DRAWING FILE NO.	4-_____



2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGI PROJECT NO. 2059.05





**NOTE:**  
 1. WATER ELEVATION VARIES. ELEVATION ON DATE/TIME OF SURVEY WAS APPROXIMATELY EL. 0.50 NAVD.

RELOCATE EXISTING RIP-RAP AS NEEDED TO PROVIDE 40' MIN. CLEARANCE FOR CANOE/KAYAK LAUNCH

AREA USED FOR CANOE/KAYAK LAUNCHING PER CITY OF FORT LAUDERDALE PROJECT MANAGER

CENTERLINE OF NEW RIP-RAP (TYP)

40' MIN. GAP IN RIP-RAP FOR CANOE/KAYAK LAUNCH

EXISTING RIP-RAP SECTIONS SHALL BE LEFT IN PLACE AND ENHANCED/EXPANDED

EXISTING RIP-RAP SECTIONS SHALL BE LEFT IN PLACE AND ENHANCED/EXPANDED

TEMPORARY WOOD PILE FOR FLOATING BARRIER (TYP)

TYPE II FLOATING TURBIDITY BARRIER

APPROXIMATE MHWL EL. 0.38



**NOTE:**  
 ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM. TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.

**ENGINEER:** JEFFREY R. BERGMANN  
**DATE:** 10-14-19  
**DESIGNED BY:** N/A  
**CHECKED BY:** C.B.L.  
**SCALE:** N/A  
**FIELD BOOK:**

**DRAWN BY:** D.A.M.  
**DATE:** 10-14-19  
**DESIGNED BY:** N/A  
**CHECKED BY:** C.B.L.  
**SCALE:** N/A  
**FIELD BOOK:**

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

NO.	DATE	BY	CHK'D	REVISIONS	DESCRIPTION

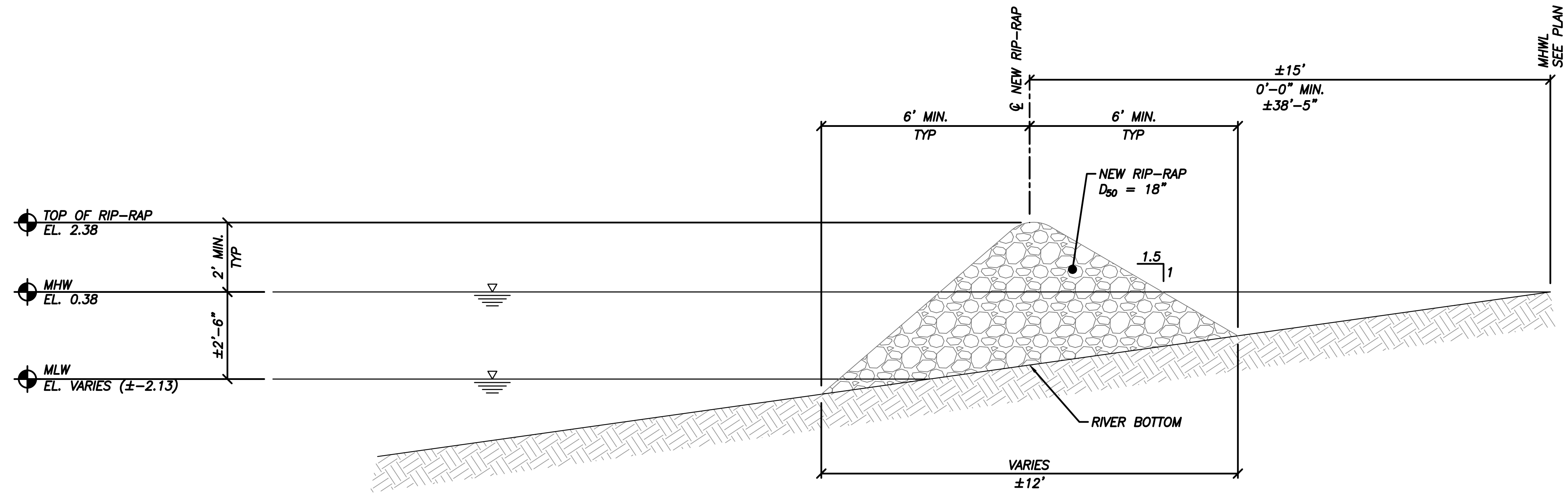
**PROJECT # 12370**  
**BILL KEITH PARK**  
**SHORE STABILIZATION**  
**ENLARGED PLAN**  
**1720 SW 17th STREET**

SHEET NO.	OF
<b>S02</b>	<b>9</b>
TOTAL:	XX
CAD FILE:	12370-S02-PLAN
DRAWING FILE NO.	4-____



2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGI PROJECT NO. 2059.05

100% DESIGN



1  
S03  
**TYPICAL BREAKWATER SECTION**  
2 1 0 2  
GRAPHIC SCALE IN FEET

**NOTES:**  
1. NEW RIP-RAP SIZE D<sub>50</sub> = 18"

C:\PWORKING\WGI\CRAIG.BURKHARDT\12370-504-DETL.DWG

**NOTE:**  
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.

ENGINEER:  
JEFFREY R. BERGMANN  
DATE: NOV 01 09  
DATE: #DATE

DRAWN BY: DATE: 10-14-19  
D.A.M.  
DESIGNED BY: SCALE: N/A  
J.R.B.  
CHECKED BY: C.B.L.  
FIELD BOOK:

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

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
SECTIONS AND DETAILS  
1720 SW 17th STREET

SHEET NO. OF  
**S03** 9  
TOTAL: XX  
CAD FILE: 12370-S04-DETL  
DRAWING FILE NO. 4-\_\_\_\_\_  
CAM #23-0600  
Exhibit 1  
Page 178 of 284

**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
WGI PROJECT NO. 2059.05

100% DESIGN

# PERMITS

**Project Name:** City of Ft. Lauderdale - Bill Keith Preserve

**Permittee/Authorized Entity:**

City of Ft. Lauderdale  
c/o Irina Tokar, Senior Project Manager  
100 N Andrews Ave.  
Fort Lauderdale, FL. 33301  
Email: [itokar@fortlauderdale.gov](mailto:itokar@fortlauderdale.gov)

**Authorized Agent:**

City of Ft. Lauderdale  
c/o Irina Tokar  
Email: [dgrujicic@fortlauderdale.gov](mailto:dgrujicic@fortlauderdale.gov)

**Environmental Resource Permit - Granted**

**State-owned Submerged Lands Authorization – Granted Pending Document Execution**

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required**

**Permit No.:** 06-296508-002-EI  
BOT / Easement No's.: 060235946

**Permit Issuance Date: March 11, 2021**

**Permit Construction Phase Expiration Date: March 11, 2026**

## Consolidated Environmental Resource Permit and State-owned Submerged Lands Authorization

Permit No.: 06-296508-002-EI

### PROJECT LOCATION

The activities authorized by this Permit and state-owned submerged lands authorization are located within South Fork New River, Class III Waters, adjacent to the City of Ft. Lauderdale's Bill Keith Park, 1720 SW 17<sup>th</sup> St. Fort Lauderdale, (Section 16, Township 50 South, Range 42 East), in Broward County (Latitude N 26° 05' 56.54", Longitude W -80° 09' 55.17").

### PROJECT DESCRIPTION

This permit authorizes the filling of 11,325 ft<sup>2</sup> of other surface waters of the South Fork of the New River in order to construct a rip rap breakwater to protect the park's shoreline.

This permit authorizes 11,325 ft<sup>2</sup> of work in surface waters. Submerged Resources are not located within the project boundaries; therefore, there will be no adverse impacts to these resources. Mitigation is not required.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work. Prior to construction commencement, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom shall be utilized around the project area to ensure that any turbidity resulting from construction activities will be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

### AUTHORIZATIONS

#### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

#### Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S.

The final documents required to execute the public easement will be sent to the permittee by the Department's Division of State Lands for execution. The Department intends to issue the public easement, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the attached permit. **You may not begin construction of the activities described until you receive a copy of the executed public easement from the Department.**

#### Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE**

**permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

#### Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

#### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

### **PERMIT**

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

**SPECIFIC CONDITIONS – EXECUTION OF PROPRIETARY DOCUMENTS**

(1) The terms, conditions, and provisions of the required public easement shall be met. **Construction of this activity shall not commence on sovereign submerged lands, title to which is held by the Board of Trustees of the Internal Improvement Trust Fund, until all required public easement agreement documents have been executed to the satisfaction of the Department.**

**SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS**

(2) The attached project drawings (sheets 1 through 12); the Standard Manatee Conditions for In-Water Work, 2011, which can be downloaded at [http://myfwc.com/media/415448/Manatee\\_StdCondIn\\_waterWork.pdf](http://myfwc.com/media/415448/Manatee_StdCondIn_waterWork.pdf); the “Florida EPPC's 2015 Invasive Plant Species List” which can be downloaded at <http://www.fleppc.org/list/2015FLEPPCLIST-LARGEFORMAT-FINAL.pdf>; and DEP forms 62-330.310(3), 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm> become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

**SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION**

(3) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact the Department’s Compliance Assistance Program, by email [SED\\_Compliance@FloridaDEP.gov](mailto:SED_Compliance@FloridaDEP.gov), or by phone (561) 681-6600, to schedule the pre-construction conference.

(4) Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within one foot of the bottom shall be placed around the project site and shall be maintained and remain in place for the duration of the project construction to ensure that turbid discharges do not occur outside the boundaries of the floating turbidity screens. Additionally, staked erosion control devices shall be placed around the upland project area and any upland staging areas. All submerged resources, and surface waters outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring. Staked erosion control devices shall also be maintained and shall remain in place for the duration of the project construction to ensure that turbid discharges into wetlands or surface waters do not occur. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent turbid discharges.

**SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

(5) Unauthorized impacts to wetlands or the littoral zone as a result of the construction activities shall be reported immediately to the Department via [SED\\_Compliance@FloridaDEP.gov](mailto:SED_Compliance@FloridaDEP.gov).

- (6) A floating turbidity curtain shall be installed around the construction area and will remain in place until construction has been completed and turbidity levels within the work area have returned to background levels.
- (7) Watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring, prop dredging or damage to submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel/barge and the top of any submerged resources or submerged bottom.
- (8) No direct, secondary or cumulative impacts to submerged grass beds or live bottom communities are authorized by this permit.
- (9) Storage or stockpiling of tools and materials (i.e., lumber, pilings, debris) within wetlands, along the shoreline, within the littoral zone, or elsewhere within wetlands or other surface waters is prohibited. This includes floating of pilings in surface waters. All vegetative material and debris shall be removed to a self-contained upland disposal area with no stockpiling of debris within wetland areas.
- (10) "Riprap" shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and toxins or otherwise deleterious substances. Riprap shall have a diameter of at least 24 inches.
- (11) The slope of the riprap shall be no steeper than 1.5:1 (Horizontal/Vertical) as detailed in the plans.
- (12) Dredging within waters of the State for the purpose of providing backfill is prohibited. The riprap shall be constructed in accordance with the distances from fixed landmarks as shown on the attached permit drawings.
- (13) Riprap shall be hand placed around the any existing mangrove trees. Mangrove removal, alteration, or trimming activities are not authorized.

#### **SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS**

- (14) Turbidity levels outside the construction area shall not exceed 29 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:
- a. Notify the Department at (561) 681-6600 at the time the violation is first detected.
  - b. Immediately cease all work contributing to the water quality violation.
  - c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
  - d. As required, perform turbidity monitoring per Specific Conditions.
  - e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.



(15) Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(16) During dock construction activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by the Specific Condition above:

- a. Date and time of sampling event
- b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- c. Description of data collection methods
- d. An aerial map indicating the sampling locations
- e. Depth of sample(s)
- f. Weather conditions at times of sampling
- g. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's Compliance Assistance Program by email at [SED\\_Compliance@floridadep.gov](mailto:SED_Compliance@floridadep.gov). The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

#### **SPECIFIC CONDITIONS – MANATEE CONDITIONS**

(17) Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads Caution: Manatee Area must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate signs: [http://www.myfwc.com/docs/WildlifeHabitats/Manatee\\_EducationalSign.pdf](http://www.myfwc.com/docs/WildlifeHabitats/Manatee_EducationalSign.pdf)

(18) The permittee shall comply with the standard manatee protection construction conditions listed in the attached "2011 Standard Manatee Conditions for In-Water Work".

## **SPECIFIC CONDITIONS – LISTED SPECIES**

(16) This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

## **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector’s Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), “Construction Commencement Notice,” [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
- b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

(9) This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

(12) The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

**NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

**Petition for Administrative Hearing**

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

**Time Period for Filing a Petition**

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

#### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Jason Andreotta  
District Director  
Southeast District

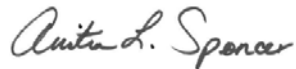
**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Norva Blandin, MSEM, Jeffrey Meyer David White, David Petti,  
Linda Sunderland, Broward County EPD, [LSunderland@broward.org](mailto:LSunderland@broward.org)  
Processor Name, FFWCC, [Christina.Phillips@myfwc.com](mailto:Christina.Phillips@myfwc.com)  
FFWCC- Boating and Waterways Section, Waterway Management Unit,  
[waterway.management@myfwc.com](mailto:waterway.management@myfwc.com)  
Greg Griffith, Environmental Lead for Transportation, Wantman Group, Inc.,  
[Greg.Griffith@wgi.com](mailto:Greg.Griffith@wgi.com)  
Jeffery Bergman, P.E., Director, Specialty Structures, Wantman Group, Inc.,  
[Jeffrey.Bergman@wginc.com](mailto:Jeffrey.Bergman@wginc.com)  
Jonathan Luscomb, City of Fort Lauderdale, [JLuscomb@fortlauderdale.gov](mailto:JLuscomb@fortlauderdale.gov)  
Danica Grujicic, City of Fort Lauderdale, [DGrujicic@fortlauderdale.gov](mailto:DGrujicic@fortlauderdale.gov)

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



**Clerk**

March 11, 2021

**Date**

**Attachments:**

Project Drawings and Design Specs., 12 pages

Standard Manatee Conditions for In-Water Work, 2011, can be downloaded at

[http://myfwc.com/media/415448/Manatee\\_StdCondIn\\_waterWork.pdf](http://myfwc.com/media/415448/Manatee_StdCondIn_waterWork.pdf)

Florida EPPC's 2015 Invasive Plant Species List, 6 pages, can be downloaded at

<http://www.fleppc.org/list/2015FLEPPCLIST-LARGEFORMAT-FINAL.pdf>

As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1)\*

Request for Transfer to the Perpetual Operation Entity Form 62-330.310(2)\*

Request to Transfer Permit Form 62-330.340(1)\*

Commencement Notice Form 62-330.350(1)\*

\*Can be downloaded at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

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100 North Andrews Avenue, Fort Lauderdale, Florida 33301

ENGINEERING & ARCHITECTURE

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
GENERAL NOTES  
1720 SW 17th STREET

SHEET NO. **G01** OF **X**

TOTAL: XX  
CAD FILE: 12370-G01-NOTE  
DRAWING FILE NO: 4

**DEPARTMENT OF ENVIRONMENTAL AFFAIRS -**

Permit Number

06-296508-002

Southeast District

**100% DESIGN**

**WIND DESIGN IN ACCORDANCE WITH ASCE 7-10:**

VELOCITY<sub>33</sub> = 170 MPH (3 SEC.)  
 VELOCITY<sub>60</sub> = 132 MPH (3 SEC.)  
 RISK CATEGORY II  
 EXPOSURE = C  
 G<sub>z</sub> = ±0.18  
 Q<sub>s</sub> = 37.26 PSF (SERVICE)

**SEISMIC DESIGN DATA:**

RISK CATEGORY II  
 I<sub>w</sub> = 1.0  
 S<sub>w</sub> = 0.05  
 S<sub>s</sub> = 0.03  
 SITE CLASS = D  
 S<sub>1</sub> = 0.053  
 S<sub>2</sub> = 0.048  
 SEISMIC DESIGN CATEGORY = A  
 R = 1.5  
 C<sub>s</sub> = 0.035  
 V = 0.035W

**GEOTECHNICAL DESIGN DATA:**

SEE SHEET G03  
 GROUND SNOW LOAD = 0 PSF  
 FLOOD ZONE AH  
 ENVIRONMENT:  
 SUPERSTRUCTURE: EXTREMELY AGGRESSIVE (INTRACOASTAL WATERWAY)  
 SUBSTRUCTURE: EXTREMELY AGGRESSIVE (INTRACOASTAL WATERWAY)  
 LOCATION: INTRACOASTAL WATERWAY  
**CONSTRUCTION WORK HOURS**  
 WORK ON THE SEAWALL IS LIMITED TO 7:00 A.M. TO 6:00 P.M. MONDAY THRU SATURDAY.  
 TEMPORARY LIGHTING IS REQUIRED TO WARN MARINE TRAFFIC OF HAZARDS DURING HOURS  
 WHEN CONSTRUCTION IS NOT GOING ON. COST OF LIGHTING TO BE INCLUDED WITH THE  
 MOBILIZATION PAY ITEM.

- GENERAL NOTES:**
- STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND SITE DRAWINGS. ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
  - THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE ERECTION IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE DOWNS.
  - THE LATEST EDITION FDOT INDEX AND SPECIFICATIONS SHALL BE USED, UNLESS OTHERWISE NOTED. (UON)
  - PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 358.105 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
  - GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
  - EXISTING SECTION, QUARTER SECTION CORNER, PROPERTY CORNERS, BROWARD COUNTY SURVEY CONTROL MONUMENTS AND ALL OTHER PERMANENT MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESTORED AFTER CONSTRUCTION BY A PROFESSIONAL SURVEYOR AND MAPPER.
  - EQUIPMENT USED FOR THE PROJECT SHALL BE LIMITED TO RUBBER Tired ONLY. TRACK EQUIPMENT SHALL BE ALLOWED ONLY IF SURFACE/GRADE PROTECTION METHODOLOGY IS SUBMITTED AND APPROVED BY CITY OF FORT LAUDERDALE. DAMAGE TO THE EXISTING SURFACE/GRADE RESULTING FROM THE CONSTRUCTION SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR.
  - MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL SUBMIT TO THE CITY THE PROPOSED PLAN FOR REVIEW PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMISSION OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). THE CONTRACTOR SHALL SUBMIT THE NPDES PERMIT AS "OPERATOR AND UPON COMPLETION OF THE PROJECT PROVIDE CLOSURE DOCUMENTS TO FDEP. SHEETS G04 AND G05 INDICATES MINIMAL MEASUREMENTS TO BE INITIATED FOR THE OVERALL PROJECT.
  - THE CONTRACTOR IS RESPONSIBLE FOR ALL EXISTING VEGETATION REMOVAL AND DISPOSAL PRIOR TO EXCAVATION; CANAL EXCAVATION EARTHWORK AND CANAL DRESSING IS REQUIRED TO PLACE THE SLOPE PROTECTION.
  - THE LIMESTONE STRATA ENCOUNTERED WITHIN THE PROJECT SITE CORRESPOND TO ROCK FORMATION THAT TYPICALLY OFFER HIGH RESISTANCE TO EXCAVATION. SPECIAL EQUIPMENT AND BREAKING TOOLS ARE TYPICALLY REQUIRED TO EXCAVATE THESE LIMESTONE LAYERS. THESE LIMESTONE LAYERS ARE ALSO DIFFICULT TO DEWATER DUE TO ITS HIGH POROSITY AND PERMEABILITY. FOR ANY EXCAVATION WORK, THESE LIMESTONE LAYERS MAY REQUIRE PREDRILLING/PUNCHING TO PREVENT REFUSAL CONDITIONS, STRUCTURAL DAMAGE AND TO MINIMIZE VIBRATION INDUCED SETTLEMENTS TO NEARBY STRUCTURES. THE COST OF PREDRILLING SHALL BE INCLUDED BY THE CONTRACTOR.
  - BACKSLOPE SHALL BE CONSTRUCTED USING CLEAN SAND FREE OF LARGE ROCKS AND ORGANIC DEBRIS. PORTIONS OF THE WATER SIDE OF THE CANAL BANKS NOT COVERED BY REVETMENT SHALL BE SODDED WITH BAHIA GRASS.
  - CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO WORK.
  - PROVIDE CONTINUOUS TEMPORARY EROSION AND SEDIMENT CONTROL (FDOT INDEX NO. 102) IN ALL AREAS UNDER CONSTRUCTION.
  - UNLESS OTHERWISE SHOWN, ALL EXISTING DRAINAGE STRUCTURES, WITHIN THE LIMITS OF CONSTRUCTION, ARE TO BE PROTECTED AND REMAIN IN SERVICE THROUGH THE DURATION OF THE PROJECT.
  - PIPES SHOWN ON DRAWINGS ARE APPROXIMATE. CONTRACTOR TO VERIFY SIZE, LOCATIONS, AND LENGTHS OF PIPE.
- DESIGN DATA:**
- CODE: FLORIDA BUILDING CODE 2017, 6<sup>th</sup> EDITION.
  - ALL ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
  - ELEVATION OF THE LOWEST FLOOR = N/A

- GENERAL SPECIFICATIONS:**
- LATEST EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- DATUM:**  
ALL ELEVATIONS SHOWN ARE NAVD '88.
- UTILITIES:**  
NO EXISTING UTILITIES ARE AVAILABLE ON SITE FOR CONTRACTORS USE.
- STAGING AREAS:**  
THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH CITY OF FORT LAUDERDALE (CITY). NO STAGING OF EQUIPMENT/VEHICLES WILL BE ALLOWED IN OR NEAR THE BANKS OF THE SOUTH FORK OF NEW RIVER.
- ENVIRONMENTAL IMPACT:**
- IF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE OPERATION IN THAT AREA. IMMEDIATELY NOTIFY CITY AND PROTECT THE IMMEDIATE AREA OF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL FROM FURTHER ACCESS. CITY WILL ARRANGE FOR THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED.
  - THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST WRITTEN PERMISSION FROM THE CITY AND THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF THE REQUEST TO THE CITY. THE CONTRACTOR SHALL PROVIDE THE (COUNTY STAFF) WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE, AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH THE CITY PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.
- STANDARD MANATEE CONDITIONS FOR IN-WATER WORK - 2011:**
- THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING CONDITIONS INTENDED TO PROTECT MANATEES FROM DIRECT PROJECT EFFECTS:
- ALL PERSONNEL ASSOCIATED WITH THE PROJECT SHALL BE INSTRUCTED ABOUT THE PRESENCE OF MANATEES AND MANATEE SPEED ZONES, AND THE NEED TO AVOID COLLISIONS WITH AND INJURY TO MANATEES. THE PERMITTEE SHALL ADVISE ALL CONSTRUCTION PERSONNEL THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING MANATEES WHICH ARE PROTECTED UNDER THE MARINE MAMMAL PROTECTION ACT, THE ENDANGERED SPECIES ACT, AND THE FLORIDA MANATEE SANCTUARY ACT.
  - ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL OPERATE AT "TOLERABLE SPEED/NO WAKE" AT ALL TIMES WHILE IN THE IMMEDIATE AREA AND WHILE IN WATER WHERE THE DRAFT OF THE VESSEL PROVIDES LESS THAN A FOUR-FOOT CLEARANCE FROM THE BOTTOM. ALL VESSELS WILL FOLLOW ROUTES OF DEEP WATER WHENEVER POSSIBLE.
  - SILTATION OR TURBIDITY BARRIERS SHALL BE MADE OF MATERIAL IN WHICH MANATEES CANNOT BECOME ENTANGLED, SHALL BE PROPERLY SECURED, AND SHALL BE REGULARLY MONITORED TO AVOID MANATEE ENTANGLEMENT OR ENTRAPMENT. BARRIERS MUST NOT IMPEDE MANATEE MOVEMENT.
  - ALL ON-SITE PROJECT PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF MANATEE(S). ALL IN-WATER OPERATIONS, INCLUDING VESSELS, MUST BE SHUTDOWN IF A MANATEE(S) COMES WITHIN 50 FEET OF THE OPERATION. ACTIVITIES WILL NOT RESUME UNTIL THE MANATEE(S) HAS MOVED BEYOND THE 50-FOOT RADIUS OF THE PROJECT OPERATION, OR UNTIL 30 MINUTES ELAPSES IF THE MANATEE(S) HAS NOT REAPPEARED WITHIN 50 FEET OF THE OPERATION. ANIMALS MUST NOT BE HERDED AWAY OR HARASSED INTO LEAVING.
  - ANY COLLISION WITH OR INJURY TO A MANATEE SHALL BE REPORTED IMMEDIATELY TO THE FWC HOTLINE AT 1-888-404-3922. COLLISION AND/OR INJURY SHOULD ALSO BE REPORTED TO THE U.S. FISH AND WILDLIFE SERVICE IN JACKSONVILLE (1-904-731-3336) FOR NORTH FLORIDA OR VERO BEACH (1-772-562-3808) FOR SOUTH FLORIDA, AND TO FWC AT [ImpairedSpecies@myfwc.com](mailto:ImpairedSpecies@myfwc.com)
  - TEMPORARY SIGNS CONCERNING MANATEES SHALL BE POSTED PRIOR TO AND DURING ALL IN-WATER PROJECT ACTIVITIES. ALL SIGNS ARE TO BE REMOVED BY THE PERMITTEE UPON COMPLETION OF THE PROJECT. TEMPORARY SIGNS THAT HAVE ALREADY BEEN APPROVED FOR THIS USE BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) MUST BE USED (SEE [MYFWC.COM/MANATEE](http://MYFWC.COM/MANATEE)). ONE SIGN WHICH READS CAUTION: BOATERS MUST BE POSTED. A SECOND SIGN MEASURING AT LEAST 8 1/2" BY 11" EXPLAINING THE REQUIREMENTS FOR "IDLE SPEED/NO WAKE" AND THE SHUT DOWN OF IN-WATER OPERATIONS MUST BE POSTED IN A LOCATION PROMINENTLY VISIBLE TO ALL PERSONNEL ENGAGED IN WATER-RELATED ACTIVITIES. QUESTIONS CONCERNING THESE SIGNS CAN BE SENT TO THE EMAIL ADDRESS LISTED ABOVE.
  - FLOATING TURBIDITY BARRIER WITH FINE MESH SHALL BE USED IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS, SECTION 104.

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

ENGINEERING & ARCHITECTURE

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
GENERAL NOTES  
1720 SW 17th STREET

SHEET NO. **G01** OF **X**

TOTAL: XX  
CAD FILE: 12370-G01-NOTE  
DRAWING FILE NO: 4

2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.667.2220  
Fax No. 561.667.1110  
Cert No. 6001 - LB No. 7055  
WGL PROJECT NO. 2059 05

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 TEL: (954) 838-1721 FAX: (954) 838-1721		REVISIONS NO. DATE BY (I.D.B.) DESCRIPTION		PROJECT # 12370 BILL KEITH PARK SHORE STABILIZATION EXISTING PLAN VIEW 1720 SW 17th STREET	
PERMIT NUMBER: 06-296508-002 DEPARTMENT OF ENVIRONMENTAL PROTECTION Southeast District		DRAWN: D.A. 10-14-19 CHECKED BY: J.R.B. DESIGNED BY: N/A DATE: 10-14-19		SHEET NO. G02 OF XX TOTAL: XX CAD FILE: 12370-G02-PLAN DRAWING TITLE NO. 4	



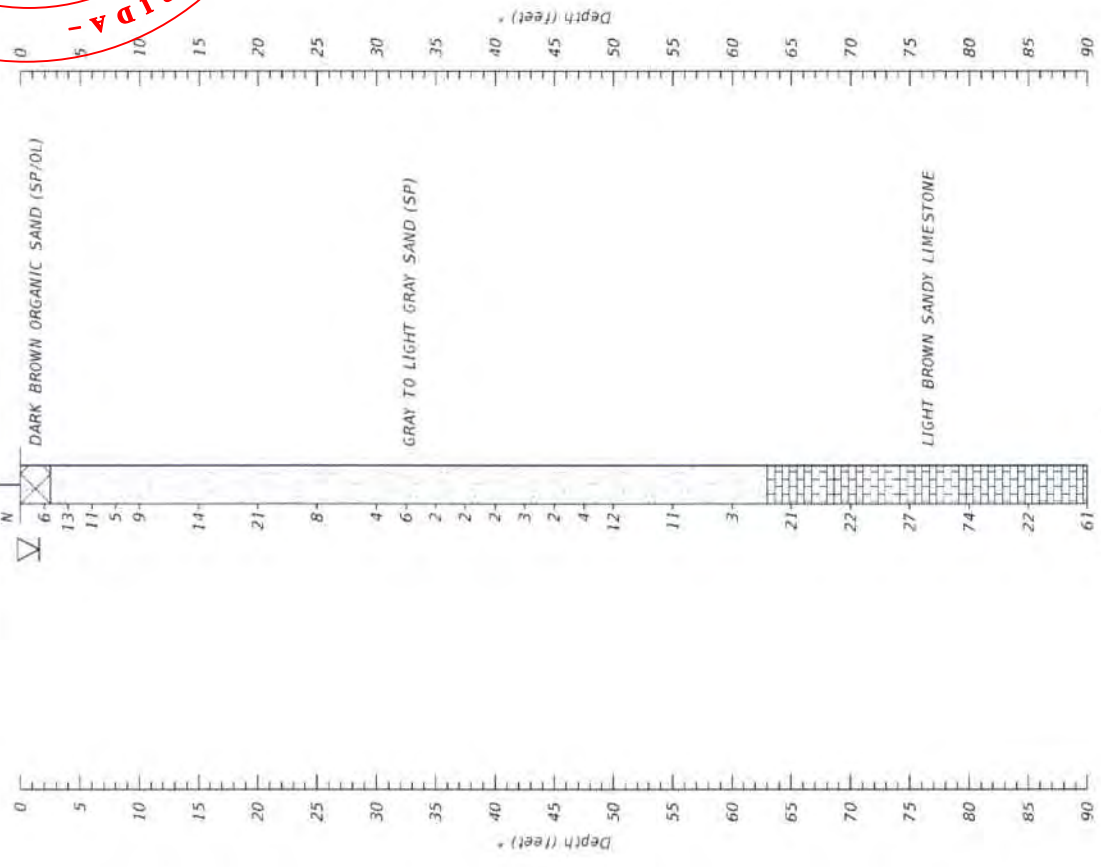
2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGL PROJECT NO. 2058 05

ENGINEER: JEFFREY R. BERGMANN REG. NO. 50128 DATE: 10-14-19 DESIGNED BY: J.R.B. CHECKED BY: J.R.B. FIELD BOOK:	CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301	NO. DATE BY CHK'D DESCRIPTION REVISIONS	PROJECT # 12370 BILL KEITH PARK SHORE STABILIZATION SOIL BORING DATA 1720 SW 17TH STREET	SHEET NO. G03 OF X TOTAL: XX CAD FILE: 12370-G03-PLAN DRAWING FILE NO. 4
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DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 Permit Number  
 06-296508-002  
 Southeast District

100% DESIGN

BOR # B-1  
 DATE 9/5/2019  
 HAMMER AUTO  
 RIG D-25



Boring Terminated at Depth of 90ft

**LEGEND**

- Sand Organic
- Sand
- Limestone Hard

**NOTES**

- ENCOUNTERED GROUNDWATER TABLE
- DENOTES DEPTH IN FEET FROM EXISTING GROUND SURFACE
- NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 1" PENETRATION AND THEY WERE OBTAINED USING AN AUTOMATIC HAMMER.



**BORING LOCATION PLAN**  
 Approximate Location of SPT Boring

NOTE: SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. N-VALUES SHOWN IN GRAY WERE OBTAINED USING SAFETY HAMMER N-VALUES. HENCE, THE ABOVE N-VALUES SHOULD BE CONSIDERED TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSES.


DRAWN BY: NG CHECKED BY: JO	APPROVED BY: RK DATE: 09-16-2019	ENGINEER OF RECORD: <b>RAJ KRISHNASAMY, P.E.</b> FLORIDA LICENSE NO. 53567	SCALE: NTS	PROJECT NUMBER: 7111-19-349	SHEET: <b>1</b>
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RAJ KRISHNASAMY, P.E.  
 P.E. LICENSE NUMBER 53567  
 TIERRA SOUTH FLORIDA  
 2765 VISTA PARKWAY, S-10  
 WEST PALM BEACH, FL 33411  
 CERTIFICATE OF AUTHORIZATION 28073

SOIL PROFILES  
**BILL KEITH PRESERVE  
 PROTECTION SHOAL**  
 FORT LAUDERDALE, FLORIDA



2015 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WVGI PROJECT NO. 2059 05

<p>ENGINEER: JERRY R. BERGMANN                  DESIGNER: JERRY R. BERGMANN                  DATE: 10-14-19                  SCALE: N/A                  CHECKED BY: J.R.B.                  C.B.                  PERIOD BOOK</p>	 <p>CITY OF FORT LAUDERDALE                  PUBLIC WORKS DEPARTMENT                  ENGINEERING &amp; ARCHITECTURE                  100 North Andrews Avenue, Fort Lauderdale, Florida 33301</p>	<p>NO. DATE BY CHK'D DESCRIPTION</p>	<p>PROJECT # 12370                  BILL KEITH PARK                  SHORE STABILIZATION                  EROSION CONTROL PLAN                  1720 SW 17th STREET</p>	<p>STREET NO. OF G04 X                  TOTAL: XX                  CAD FILE: 12370-G04-PLAN                  DRAWING FILE NO. 4</p>
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100% DESIGN


THIS DRAWING DEPICTS THE MINIMUM EROSION CONTROL STANDARDS FOR THE PROJECT. CONTRACTOR SHALL SUBMIT EROSION CONTROL PLANS IN CONJUNCTION WITH THE NPDES PERMIT.

2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 60991 - LB No. 7055  
 WGI PROJECT NO. 2059 05



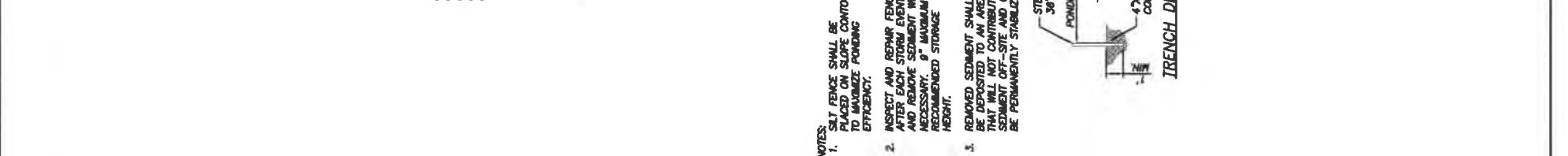
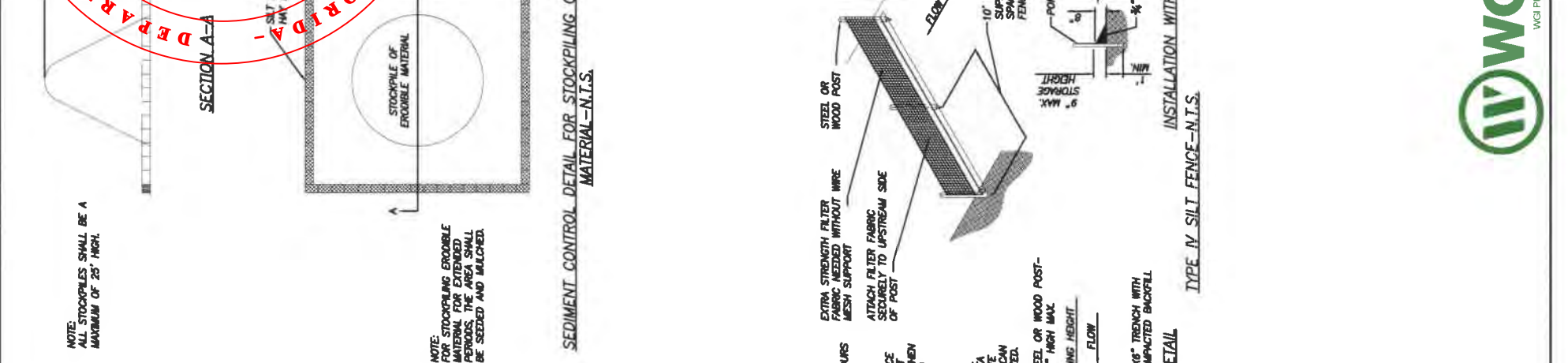
NOTE: ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM. TO CONVERT TO NGVD '29 ADD 1.568' TO THE NAVD VALUE.

C:\PWORKING\WGI\1602035\12370-G04-PLAN.DWG

TRK: (661) 938-1221 FAX: (661) 937-1110	CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301		REVISIONS NO. DATE BY (CHK'D) DESCRIPTION	PROJECT # 12370 BILL KEITH PARK SHORE STABILIZATION EROSION CONTROL DETAILS 1720 SW 17th STREET	SHEET NO. <b>G05</b> OF <b>X</b> TOTAL: XX CAD FILE: 12370-G05-DET. DRAWING FILE NO.
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100% DESIGN

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 Permit Number **06-296508-002-E**  
 Southeast District  
 DIVISION OF PERMITS



12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.

14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.

15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DE-WATERING ACTIVITIES.

16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.

17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.

18. NOI TO BE POSTED ON SITE.

19. DE-WATERING ACTIVITIES:  
 CONTRACTOR SHALL SUBMIT A DE-WATERING PLAN TO THE CITY OF FORT LAUDERDALE FOR REVIEW. THE DE-WATERING PLAN SHALL ADDRESS DE-WATERING HOLDING AREAS AND WATER QUALITY TREATMENT.  
 A - DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.  
 B - CONTRACTOR MUST HAVE A TRANSFERABLE SPWMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING".  
 C - NO HYDRAULIC PUMPS MAY BE USED FOR DE-WATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA.  
 D - NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.

20. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.

21. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.

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48. NOI TO BE POSTED ON SITE.

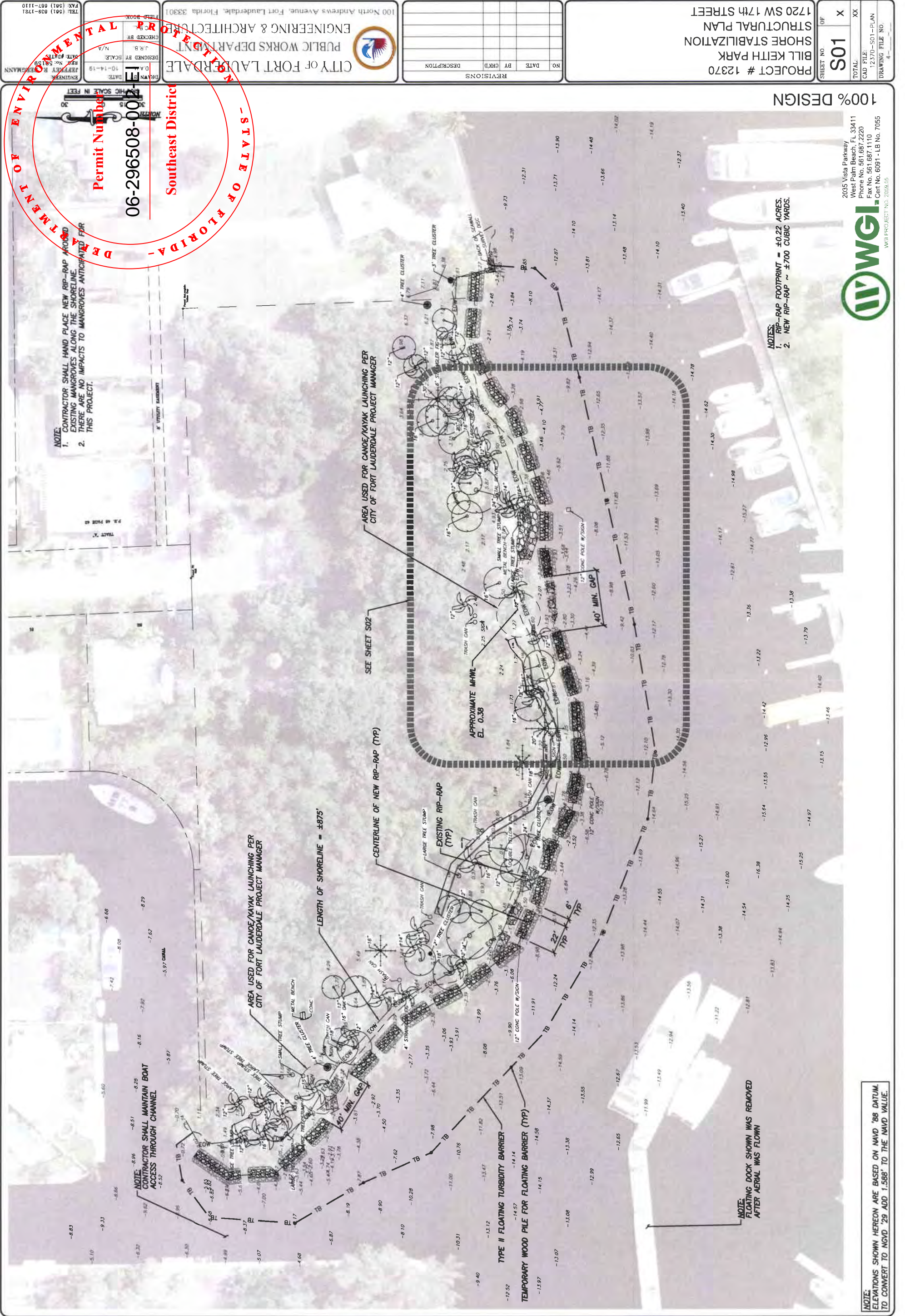
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**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Permit Number: 06-296508-002**  
**Southeast District**

**NOTE:**  
 1. CONTRACTOR SHALL PLACE NEW RIP-RAP AROUND EXISTING MANGROVES ALONG THE SHORELINE.  
 2. THERE ARE NO IMPACTS TO MANGROVES ANTICIPATED FOR THIS PROJECT.

**NOTE:**  
 1. CONTRACTOR SHALL MAINTAIN BOAT ACCESS THROUGH CHANNEL.  
 2. CONTRACTOR SHALL PLACE NEW RIP-RAP AROUND EXISTING MANGROVES ALONG THE SHORELINE.  
 3. THERE ARE NO IMPACTS TO MANGROVES ANTICIPATED FOR THIS PROJECT.

NO	DATE	BY	CHKD	DESCRIPTION

**PROJECT # 12370**  
**BILL KEITH PARK**  
**SHORE STABILIZATION**  
**STRUCTURAL PLAN**  
 1720 SW 17th STREET

SHEET NO. **S01** OF **X**

TOTAL: **XX**

CAD FILE: **12370-S01-PLAN**

DRAWING FILE NO.

**100% DESIGN**

**NOTES:**  
 1. RIP-RAP FOOTPRINT = ±0.22 ACRES.  
 2. NEW RIP-RAP ±700 CUBIC YARDS.

2035 Vesta Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
**WVGI**  
 W31 PROJECT NO. 259.05

**NOTE:**  
 ELEVATIONS SHOWN HEREON ARE BASED ON MVD '88 DATUM.  
 TO CONVERT TO MVD '29 ADD 1.588' TO THE MVD VALUE.

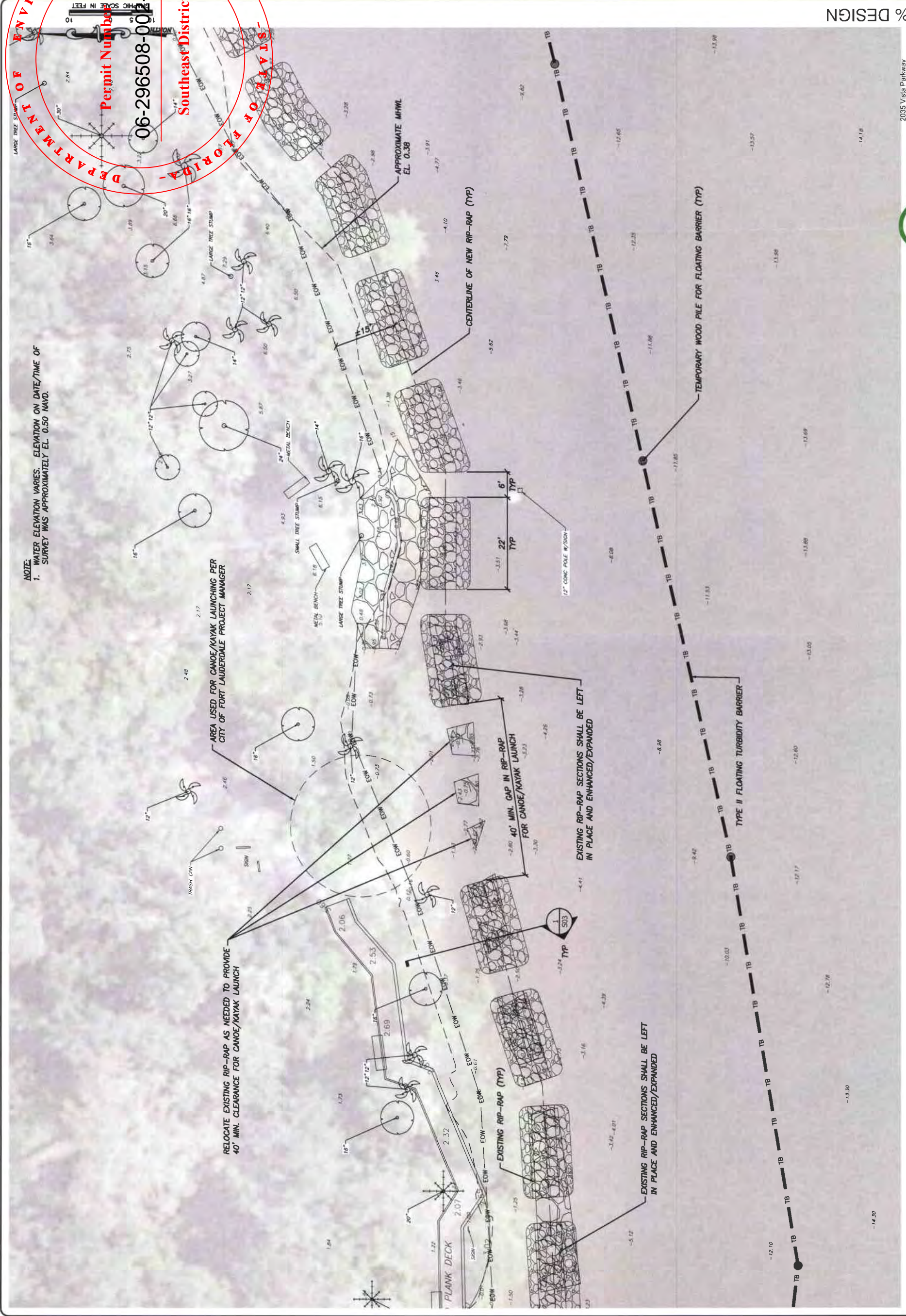
**CITY OF FORT LAUDERDALE**  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING & ARCHITECTURE  
 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DESIGNED BY: J.R.B.  
 CHECKED BY: J.R.B.  
 DATE: 10-14-19  
 SCALE: N/A  
 DRAWN BY: JEFFREY H. BERGMANN  
 PERMITS: 10-14-19

PROJECT # 12370  
 SHORE STABILIZATION  
 ENLARGED PLAN  
 1720 SW 17TH STREET

SHEET NO. **S02** OF 4

TOTAL: XX  
 CAD FILE: 12370-S02-PLAN  
 DRAWING FILE NO. 4



NOTE:  
 1. WATER ELEVATION VARIES. ELEVATION ON DATE/TIME OF SURVEY WAS APPROXIMATELY EL. 0.50 NAVD.

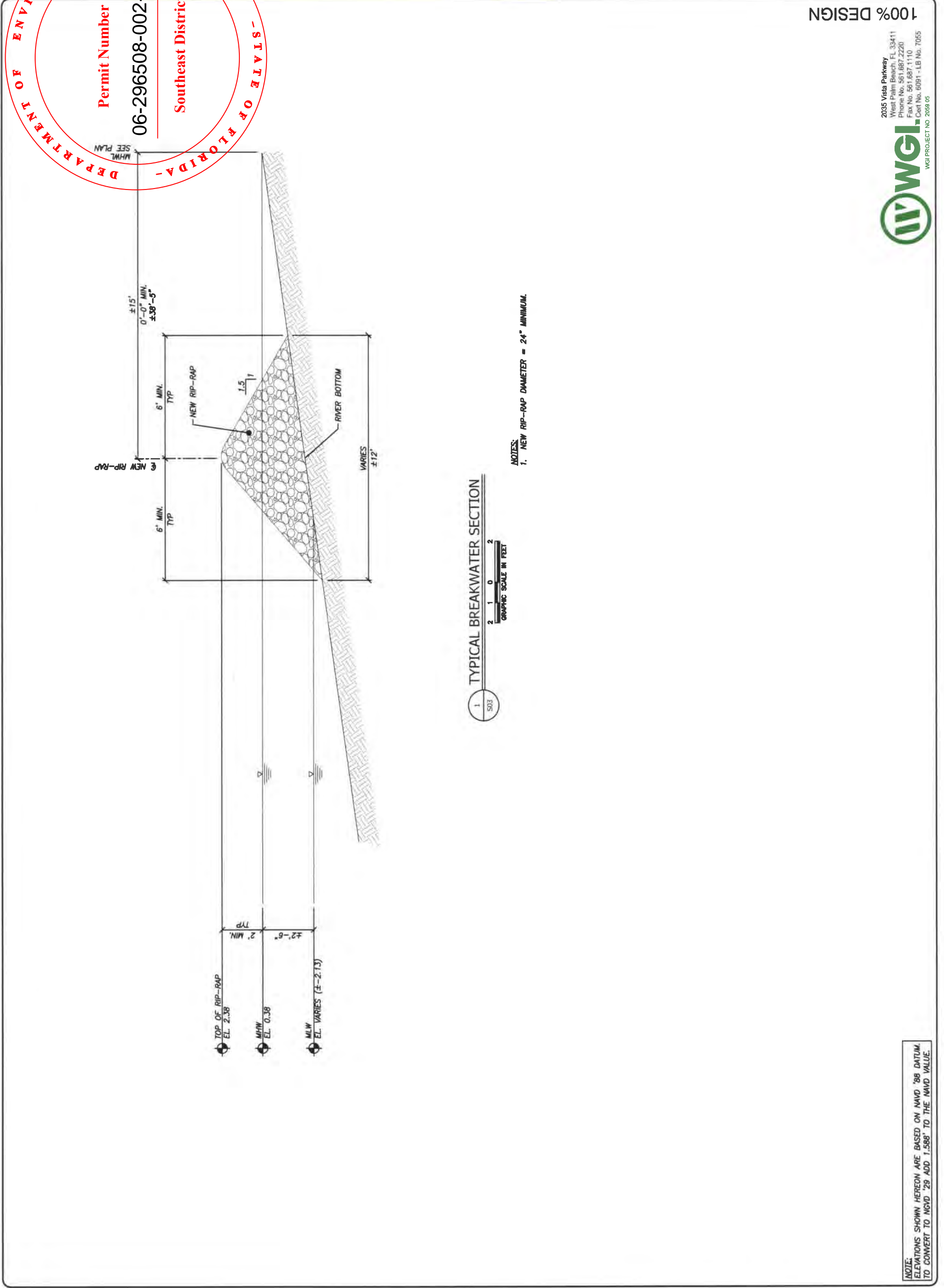
**WGL**  
 2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGL PROJECT NO. 2008 05

NOTE:  
 ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
 TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.

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TEL: (951) 939-1721 FAX: (951) 937-1110	DRAWN: JEFFREY B. BERGMANN DATE: 10-14-19 DESIGNED BY: J.R.B. CHECKED BY: C.B.L. FIELD BOOK:	CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301	NO. DATE BY CHECK DESCRIPTION REVISIONS	PROJECT # 12370 BILL KEITH PARK SHORE STABILIZATION SECTIONS AND DETAILS 1720 SW 17th STREET	SHEET NO. S03 OF 4 TOTAL: XX CAD FILE: 12370-S04-DETL DRAWING FILE NO.
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1. TYPICAL BREAKWATER SECTION  
 S03

NOTES:  
 1. NEW RIP-RAP DIAMETER = 24" MINIMUM.



DEPARTMENT OF ENVIRONMENTAL  
 PERMITTING  
 PERMIT NUMBER  
 06-296508-002  
 Southeast District  
 STATE OF FLORIDA

100% DESIGN

2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 60891 - LB No. 7055  
 WGL PROJECT NO. 2059 05

NOTE:  
 ELEVATIONS SHOWN HEREON ARE BASED ON MVD '86 DATUM.  
 TO CONVERT TO NGVD '29 ADD 1.568' TO THE MVD VALUE.

C:\PWORKING\WGL\1602035\12370-S04-DETL.DWG



**DEPARTMENT OF THE ARMY**  
**CORPS OF ENGINEERS, JACKSONVILLE DISTRICT**  
4400 PGA BOULEVARD, SUITE 500  
PALM BEACH GARDENS, FLORIDA 33410

**September 14, 2020**

Regulatory Division  
South Branch  
Palm Beach Gardens Section  
SAJ-2009-02587(NWP-VEK)

City of Fort Lauderdale Public Works Department  
c/o Irina Tokar  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

Dear Mrs. Tokar:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on 13 March 2020, the file number SAJ-2009-02587 (NWP-VEK). A review of the information and drawings provided indicates that the proposed work would result in placement of 700 yd<sup>3</sup> of rip rap within a 9,540 ft<sup>2</sup> area along 795 linear feet of shoreline. Rip rap will be placed a minimum of 9 feet from MHWL and a maximum of 21 feet from MHWL. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located adjacent to 1720 SW 17<sup>th</sup> Street in waters of the South Fork of the New River in Section 16, Township 50 South, Range 42 East, Fort Lauderdale, Broward County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 13. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is as follows:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

-2-

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 13. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

**1. Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2009-02587 (NWP-VEK), on all submittals.

**2. Self-Certification Statement of Compliance:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 3) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by the permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

**3. Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not

-3-

the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 30-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 30-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archaeologist and from the Corps.

**4. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**5. Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs):** Structures authorized under this permit must

-4-

comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at:

<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

**6. Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 (Attachment 4).

**7. Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 5).

**8. Daylight Hours:** All activities must be completed during daylight hours.

**9. Construction Location:** Project construction shall take place from uplands or from floating equipment (e.g., barge) with clearance to access the site; prop or wheel-washing is prohibited.

**10. Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

**11. Special Aquatic Site Avoidance Areas:** The permit does not authorize impacts to mangrove wetlands. The Permittee shall avoid the onsite mangrove wetlands, as detailed in the Shoreline Vegetation Map (Attachment 6). These mangrove wetland areas were avoided as part of this permit application review process; and, therefore, the remaining mangroves will not be disturbed by any activities that would degrade the ecological integrity of the site including dredging, filling, shading or other construction work whatsoever except as required or authorized by this permit. The Corps reserves the right to deny review of any requests for future impacts to these avoided resource areas.

**12. Shoreline Stabilization:** Shoreline stabilization materials must be placed by hand around red mangrove (*Rhizophora mangle*) prop roots.

-5-

**13. Staging Area:** All staging areas shall be limited to upland areas and in a manner that would prevent erosion within the waters of the United States.

**14. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attachment 7).

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter 258, Florida Statutes. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located

-6-

in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Virginia King by telephone at 561-472-3515.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,



Virginia King  
Project Manager

Enclosures

- Attachment 1: General Conditions
- Attachment 2: DA Permit Transfer Request Form
- Attachment 3: Self-Certification Statement of Compliance Form
- Attachment 4: PDC's for In-Water Activities
- Attachment 5: Standard Manatee Conditions for In-Water Work
- Attachment 6: Shoreline Vegetation Map
- Attachment 7: Commencement Notification Form
- Attachment 8: Site Plans

GENERAL CONDITIONS  
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2022**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.



**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**PERMIT NUMBER: SAJ-2009-02587(NWP-VEK)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or electronic mail at [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil).

\_\_\_\_\_  
**(TRANSFEREE-SIGNATURE)**

\_\_\_\_\_  
**(SUBDIVISION)**

\_\_\_\_\_  
**(DATE)**

\_\_\_\_\_  
**(LOT)      (BLOCK)**

\_\_\_\_\_  
**(NAME-PRINTED)**

\_\_\_\_\_  
**(STREET ADDRESS)**

\_\_\_\_\_  
**(MAILING ADDRESS)**

\_\_\_\_\_  
**(CITY, STATE, ZIP CODE)**

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2009-02587(NWP-VEK)

2. **Permittee Information:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Date Authorized Work Started:** \_\_\_\_\_ **Completed:** \_\_\_\_\_

4. **Contact to Schedule Inspection:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. **Acreage or Square Feet of Impacts to Waters of the United States:** \_\_\_\_\_

7. **Describe Mitigation completed (if applicable):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

Dated 9/18/2019

CAM #23-0600

Exhibit 1

Page 210 of 284

## U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:  
[http://sero.nmfs.noaa.gov/protected\\_resources/section\\_7/threatened\\_endangered/index.html](http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html)
- 2) **(AP.8.) Reporting** of interactions with protected species:
  - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to [takereport.nmfs@noaa.gov](mailto:takereport.nmfs@noaa.gov) and [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil).
  - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email [Sawfish@MyFWC.com](mailto:Sawfish@MyFWC.com)
  - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email [nmfs.ser.sturgeonnetwork@noaa.gov](mailto:nmfs.ser.sturgeonnetwork@noaa.gov)
  - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
  - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.
- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
  - a) *Construction Equipment:*
    - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
    - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
    - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- 4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
  - ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.
- 5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.
- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
  - b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK 2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

**All project vessels**

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

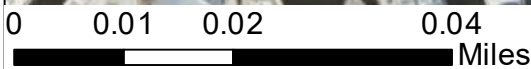
Report any collision with or injury to a manatee:



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC



- Legend**
- White Mangrove
  - Red Mangrove
  - Seagrape
  - Sabal Palm
  - Black Olive
  - Seaside Mahoe



Shoreline Vegetation Map

Bill Keith Preserve

Broward County, Florida

Figure 1

Maps are for graphical purposes only. They do not represent a legal survey. While every effort has been made to ensure that these data are accurate and reliable within the limits of the process, WGI cannot assume liability for any damages caused by any errors or omissions in the data. WGI makes no warranty, expressed or implied, nor does the fact of distribution constitute such a warranty.

Map prepared by WGI,  
December 31, 2019

CAM #23-0600



**COMMENCEMENT NOTIFICATION**

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

**1. Department of the Army Permit Number:** SAJ-2009-02587(NWP-VEK)

**2. Permittee Information:**

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

Email: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

**3. Construction Start Date:** \_\_\_\_\_

**4. Contact to Schedule Inspection:**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date



GENERAL SPECIFICATIONS:

LATEST EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

DATUM:

ALL ELEVATIONS SHOWN ARE NAVD '88.

UTILITIES:

NO EXISTING UTILITIES ARE AVAILABLE ON SITE FOR CONTRACTORS USE.

STAGING AREAS:

THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH CITY OF FORT LAUDERDALE (CITY). NO STAGING OF EQUIPMENT/VEHICLES WILL BE ALLOWED IN OR NEAR THE BANKS OF THE SOUTH FORK OF NEW RIVER.

ENVIRONMENTAL IMPACT:

- 1. IF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE OPERATION IN THAT AREA. IMMEDIATELY NOTIFY CITY AND PROTECT THE IMMEDIATE AREA OF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL FROM FURTHER ACCESS. CITY WILL ARRANGE FOR THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED.
2. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST WRITTEN PERMISSION FROM THE CITY AND THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF THE REQUEST TO THE CITY. THE CONTRACTOR SHALL PROVIDE THE (COUNTY STAFF) WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE, AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH THE CITY PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK - 2011:

THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING CONDITIONS INTENDED TO PROTECT MANATEES FROM DIRECT PROJECT EFFECTS:

- a. ALL PERSONNEL ASSOCIATED WITH THE PROJECT SHALL BE INSTRUCTED ABOUT THE PRESENCE OF MANATEES AND MANATEE SPOON ZONES, AND THE NEED TO AVOID COLLISIONS WITH AND INJURY TO MANATEES. THE PERMITTEE SHALL ADVISE ALL CONSTRUCTION PERSONNEL THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING MANATEES WHICH ARE PROTECTED UNDER THE MARINE MAMMAL PROTECTION ACT, THE ENDANGERED SPECIES ACT, AND THE FLORIDA MANATEE SANCTUARY ACT.
b. ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL OPERATE AT "IDLE SPEED/NO WAKE" AT ALL TIMES WHILE IN THE IMMEDIATE AREA AND WHILE IN WATER WHERE THE DRAFT OF THE VESSEL PROVIDES LESS THAN A FOUR-FOOT CLEARANCE FROM THE BOTTOM. ALL VESSELS WILL FOLLOW ROUTES OF DEEP WATER WHENEVER POSSIBLE.
c. SILTATION OR TURBIDITY BARRIERS SHALL BE MADE OF MATERIAL IN WHICH MANATEES CANNOT BECOME ENTANGLED, SHALL BE PROPERLY SECURED, AND SHALL BE REGULARLY MONITORED TO AVOID MANATEE ENTANGLEMENT OR ENTRAPMENT. BARRIERS MUST NOT IMPEDE MANATEE MOVEMENT.
d. ALL ON-SITE PROJECT PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF MANATEE(S). ALL IN-WATER OPERATIONS, INCLUDING VESSELS, MUST BE SHUTDOWN IF A MANATEE(S) COMES WITHIN 50 FEET OF THE OPERATION. ACTIVITIES WILL NOT RESUME UNTIL THE MANATEE(S) HAS MOVED BEYOND THE 50-FOOT RADIUS OF THE PROJECT OPERATION, OR UNTIL 30 MINUTES ELAPSES IF THE MANATEE(S) HAS NOT REAPPEARED WITHIN 50 FEET OF THE OPERATION. ANIMALS MUST NOT BE HERDED AWAY OR HARASSED INTO LEAVING.
e. ANY COLLISION WITH OR INJURY TO A MANATEE SHALL BE REPORTED IMMEDIATELY TO THE FWC HOTLINE AT 1-888-404-3922. COLLISION AND/OR INJURY SHOULD ALSO BE REPORTED TO THE U.S. FISH AND WILDLIFE SERVICE IN JACKSONVILLE (1-904-731-3336) FOR NORTH FLORIDA OR VERO BEACH (1-772-582-3909) FOR SOUTH FLORIDA, AND TO FWC AT ImpairedSpecies@myFWC.com
f. TEMPORARY SIGNS CONCERNING MANATEES SHALL BE POSTED PRIOR TO AND DURING ALL IN-WATER PROJECT ACTIVITIES. ALL SIGNS ARE TO BE REMOVED BY THE PERMITTEE UPON COMPLETION OF THE PROJECT. TEMPORARY SIGNS THAT HAVE ALREADY BEEN APPROVED FOR THIS USE BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) MUST BE USED (SEE MYFWC.COM/MANATEE). ONE SIGN WHICH READS CAUTION: BOATERS MUST BE POSTED. A SECOND SIGN MEASURING AT LEAST 8 1/2" BY 11" EXPLAINING THE REQUIREMENTS FOR "IDLE SPEED/NO WAKE" AND THE SHUT DOWN OF IN-WATER OPERATIONS MUST BE POSTED IN A LOCATION PROMINENTLY VISIBLE TO ALL PERSONNEL ENGAGED IN WATER-RELATED ACTIVITIES. QUESTIONS CONCERNING THESE SIGNS CAN BE SENT TO THE EMAIL ADDRESS LISTED ABOVE.
g. FLOATING TURBIDITY BARRIER WITH FINE MESH SHALL BE USED IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS, SECTION 104.

GENERAL NOTES:

- 1. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND SITE DRAWINGS. ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
2. THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE STRUCTURE IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO INSURE SAFETY OF THE SEAWALL AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE DOWNS.
3. THE LATEST EDITION FDOT INDEX AND SPECIFICATIONS SHALL BE USED, UNLESS OTHERWISE NOTED. (UON)
4. PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 558.105 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
5. GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
6. EXISTING SECTION, QUARTER SECTION CORNER, PROPERTY CORNERS, BROWARD COUNTY SURVEY CONTROL MONUMENTS AND ALL OTHER PERMANENT MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED PRIOR TO CONSTRUCTION AND RESTORED AFTER CONSTRUCTION BY A PROFESSIONAL SURVEYOR AND MAPPER.
7. EQUIPMENT USED FOR THE PROJECT SHALL BE LIMITED TO RUBBER TIED ONLY. TRACK EQUIPMENT SHALL BE ALLOWED ONLY IF SURFACE/GRADE PROTECTION METHODOLOGY IS SUBMITTED AND APPROVED BY CITY OF FORT LAUDERDALE. DAMAGE TO THE EXISTING SURFACE/GRADE RESULTING FROM THE CONSTRUCTION SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR.
8. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL SUBMIT TO THE CITY THE PROPOSED PLAN FOR REVIEW PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMISSION OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FOEP). THE CONTRACTOR SHALL SUBMIT THE NPDES PERMIT AS "OPERATOR AND UPON COMPLETION OF THE PROJECT PROVIDE CLOSURE DOCUMENTS TO FOEP. SHEETS G04 AND G05 INDICATES MINIMAL MEASUREMENTS TO BE INITIATED FOR THE OVERALL PROJECT.
10. THE CONTRACTOR IS RESPONSIBLE FOR ALL EXISTING VEGETATION REMOVAL AND DISPOSAL PRIOR TO EXCAVATION; CANAL EXCAVATION EARTHWORK AND CANAL DRESSING IS REQUIRED TO PLACE THE SLOPE PROTECTION.
11. THE LIMESTONE STRATA ENCOUNTERED WITHIN THE PROJECT SITE CORRESPOND TO ROCK FORMATION THAT TYPICALLY OFFER HIGH RESISTANCE TO EXCAVATION. SPECIAL EQUIPMENT AND BREAKING TOOLS ARE TYPICALLY REQUIRED TO EXCAVATE THESE LIMESTONE LAYERS. THESE LIMESTONE LAYERS ARE ALSO DIFFICULT TO DEWATER DUE TO ITS HIGH POROSITY AND PERMEABILITY. FOR ANY EXCAVATION WORK, THESE LIMESTONE LAYERS MAY REQUIRE PREDRILLING/PUNCHING TO PREVENT REFUSAL CONDITIONS, STRUCTURAL DAMAGE, AND TO MINIMIZE VIBRATION - INDUCED SETTLEMENTS TO NEARBY STRUCTURES. THE COST OF PREDRILLING SHALL BE INCLUDED BY THE CONTRACTOR.
12. BACKSLOPE SHALL BE CONSTRUCTED USING CLEAN SAND FREE OF LARGE ROCKS AND ORGANIC DEBRIS. PORTIONS OF THE WATER SIDE OF THE CANAL BANKS NOT COVERED BY REVETMENT SHALL BE SODDED WITH BAHIA GRASS.
13. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO WORK.
14. PROVIDE CONTINUOUS TEMPORARY EROSION AND SEDIMENT CONTROL (FDOT INDEX NO. 102) IN ALL AREAS UNDER CONSTRUCTION.
15. UNLESS OTHERWISE SHOWN, ALL EXISTING DRAINAGE STRUCTURES, WITHIN THE LIMITS OF CONSTRUCTION, ARE TO BE PROTECTED AND REMAIN IN SERVICE THROUGH THE DURATION OF THE PROJECT.
16. PIPES SHOWN ON DRAWINGS ARE APPROXIMATE. CONTRACTOR TO VERIFY SIZE, LOCATIONS, AND LENGTHS OF PIPE.

DESIGN DATA:

- 1. CODE: FLORIDA BUILDING CODE 2017, 8th EDITION.
2. ALL ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
3. ELEVATION OF THE LOWEST FLOOR = N/A

WIND DESIGN IN ACCORDANCE WITH ASCE 7-10:

VELOCITY\_U17 = 170 MPH (3 SEC.)
VELOCITY\_U30 = 132 MPH (3 SEC.)
RISK CATEGORY II
EXPOSURE = C
GCpf = ±0.18
Qz = 37.26 PSF (SERVICE)

SEISMIC DESIGN DATA:

RISK CATEGORY II
I = 1.0
Ss = 0.05
S1 = 0.03
SITE CLASS = D
Sps = 0.053
Sp1 = 0.048
SEISMIC DESIGN CATEGORY = A
R = 1.5
Ca = 0.035
V = 0.035W

GEOTECHNICAL DESIGN DATA:

SEE SHEET G03

GROUND SNOW LOAD = 0 PSF

FLOOD ZONE AH

ENVIRONMENT:

SUPERSTRUCTURE: EXTREMELY AGGRESSIVE (INTRACOASTAL WATERWAY)
SUBSTRUCTURE: EXTREMELY AGGRESSIVE (INTRACOASTAL WATERWAY)
LOCATION: INTRACOASTAL WATERWAY

CONSTRUCTION WORK HOURS

WORK ON THE SEAWALL IS LIMITED TO 7:00 A.M. TO 6:00 P.M. MONDAY THRU SATURDAY. TEMPORARY LIGHTING IS REQUIRED TO WARN MARINE TRAFFIC OF HAZARDS DURING HOURS WHEN CONSTRUCTION IS NOT GOING ON. COST OF LIGHTING TO BE INCLUDED WITH THE MOBILIZATION PAY ITEM.

ENGINEER: JEFFREY R. BERGMANN
REG. NO. 50159
DATE: 10/14/19

DRAWN BY: D.A.M.
DESIGNED BY: S.A.L.
SCALE: N/A
CHECKED BY: J.P.B.
C.B.L.
FIELD NO.:

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

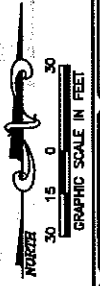
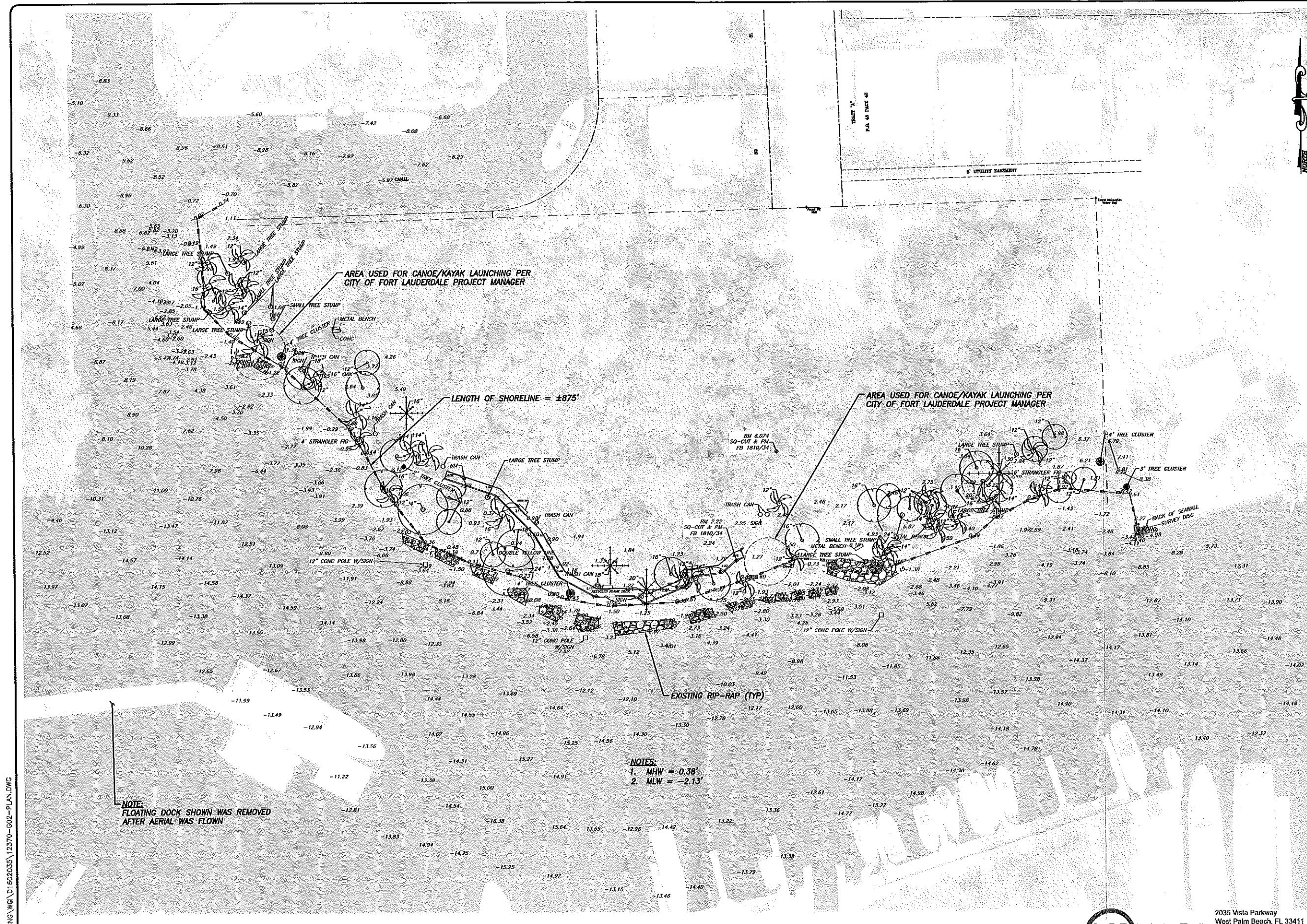
Table with 3 columns: NO., DATE, BY (CHKD). Header: REVISIONS, DESCRIPTION.

PROJECT # 12370
BILL KEITH PARK
SHORE STABILIZATION
GENERAL NOTES
1720 SW 17th STREET

Table with 2 columns: SHEET NO., OF. Row 1: G01, X. Row 2: TOTAL, XX. Row 3: CAD FILE: 12370-G01-NOTE. Row 4: DRAWING FILE NO. CAM #23-0600.

I'WGI logo and contact information: 2035 Vista Parkway, West Palm Beach, FL 33411, Phone No. 561.687.2220, Fax No. 561.687.1110, Cert No. 6091 - LB No. 7056, WGI PROJECT NO. 2059.05

100% DESIGN



ENGINEER:	DATE:
JEFFREY R. BERGMANN	10-14-19
DESIGNED BY:	SCALE:
J.R.B.	N/A
CHECKED BY:	C.R.L.
FIELD BOOK:	
TEL: (661) 638-1721	
FAX: (661) 887-1110	

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

REVISIONS		DESCRIPTION
NO.	DATE	BY

**100% DESIGN**

PROJECT # 12370  
 BILL KEITH PARK  
 SHORE STABILIZATION  
 EXISTING PLAN VIEW  
 1720 SW 17th STREET

SHEET NO.	OF
<b>G02</b>	<b>X</b>
TOTAL:	XX
CAD FILE:	12370-G02-PLAN
DRAWING FILE NO.	AM #23-0600

**WVGI**

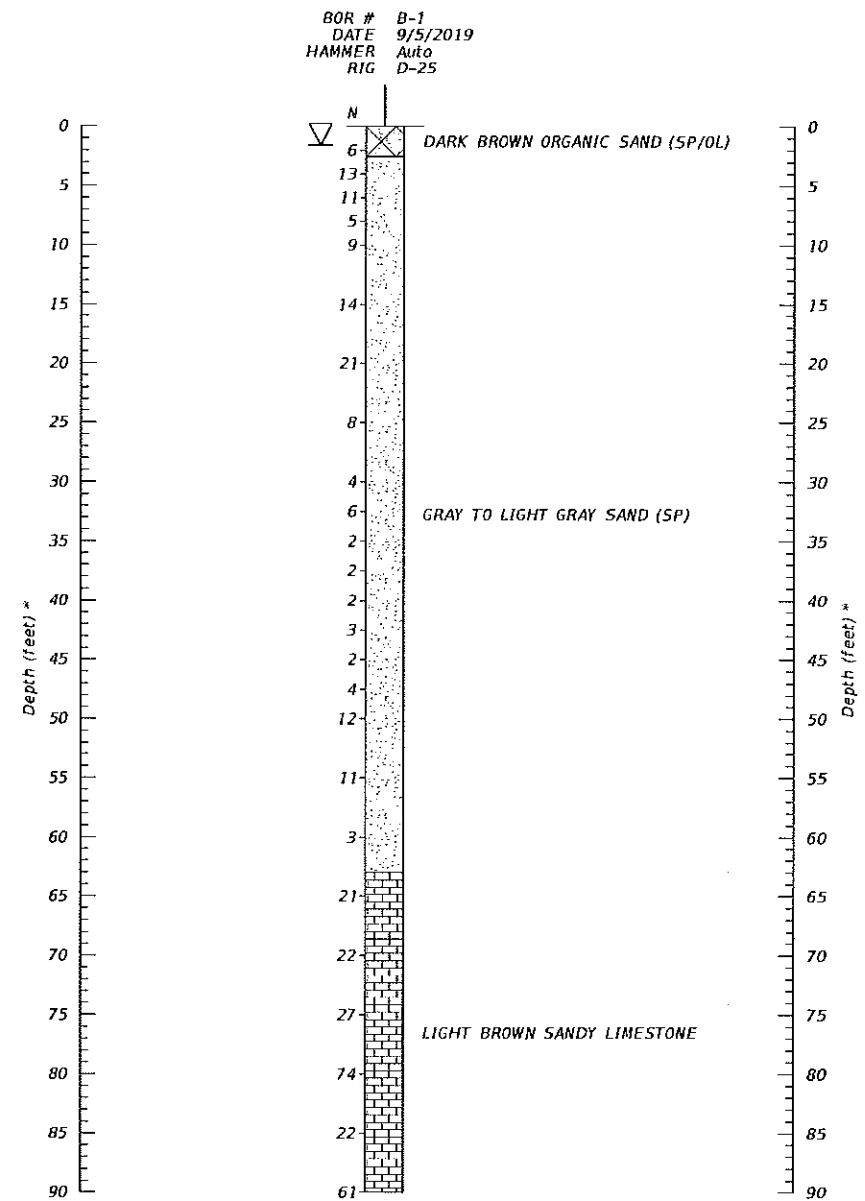
2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGI PROJECT NO. 2059.05

NOTE:  
 ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
 TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.



**BORING LOCATION PLAN**

Approximate Location of SPT Boring



Boring Terminated at Depth of 90ft

**LEGEND**

- Sand Organic
- Sand
- Limestone Hard

**NOTES**

- ENCOUNTERED GROUNDWATER TABLE
- \* DENOTES DEPTH IN FEET FROM EXISTING GROUND SURFACE
- N NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12" PENETRATION AND THEY WERE OBTAINED USING AN AUTOMATIC HAMMER.

NOTE: SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. GENERALLY DESIGN CORRELATIONS AND PROGRAMS USE SAFETY HAMMER N-VALUES. HENCE, THE ABOVE N-VALUES NEED TO BE MULTIPLIED BY 1.24 TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSES.

ENGINEER: JEFFREY R. BERGMANN  
REG. NO: 50169  
DATE: / /

DATE: 10-14-19  
DRAWN BY: D.A.M.  
DESIGNED BY: J.R.B.  
CHECKED BY: C.B.L.  
FIELD BOSS: /

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

NO.	DATE	BY	CHKD	DESCRIPTION

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
SOIL BORING DATA  
1720 SW 17th STREET

SHEET NO.	OF
<b>G03</b>	X
TOTAL:	XX
CAD FILE:	12370-G03-PLAN
DRAWING TITLE:	SOIL BORING DATA
CAD FILE:	12370-G03-PLAN
DRAWING DATE:	09-16-2019
EXHIBIT:	1

DRAWN BY: <b>NG</b>	APPROVED BY: <b>RK</b>	ENGINEER OF RECORD: <b>RAJ KRISHNASAMY, P.E.</b> FLORIDA LICENSE NO.: <b>53567</b>	 <b>RAJ KRISHNASAMY, P.E.</b> P.E. LICENSE NUMBER 53567 TIERRA SOUTH FLORIDA 2765 VISTA PARKWAY, S-10 WEST PALM BEACH, FL 33411 CERTIFICATE OF AUTHORIZATION 28073	SCALE: <b>NTS</b>	PROJECT NUMBER: <b>7111-19-349</b>	<b>SOIL PROFILES</b> <b>BILL KEITH PRESERVE</b> <b>PROTECTION SHOAL</b> <b>FORT LAUDERDALE, FLORIDA</b>	Sheet: <b>1</b>
------------------------	---------------------------	---	--	----------------------	---------------------------------------	--	--------------------

100% DESIGN

**IW WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.887.2220  
Fax No. 561.887.1110  
Cert No. 6091 - LB No. 7055  
WGI PROJECT NO. 2059.05

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6/6/2023 1:14 PM



NOTE:  
CONTRACTOR SHALL POST SIGNS REQUIRED  
BY FWC AND US FISH AND WILDLIFE

NOTE:  
CONTRACTOR SHALL MAINTAIN BOAT  
ACCESS THROUGH CHANNEL

NOTE:  
FLOATING DOCK SHOWN WAS REMOVED  
AFTER AERIAL WAS FLOWN

NOTE:  
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.



ENGINEER:	JEFFREY R. BERGMANN
DATE:	10-14-19
DESIGNED BY:	J.R.B.
CHECKED BY:	C.B.L.
FIELD BOOK:	
SCALE:	N/A

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

NO.	DATE	BY	DESCRIPTION

**100% DESIGN**

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION PLAN  
EROSION CONTROL PLAN  
1720 SW 17th STREET

SHEET NO.	OF
<b>G04</b>	<b>X</b>
TOTAL:	XX
CAD FILE:	12370-G04-PLAN
DRAWING FILE NO.:	AM #23-0600

THIS DRAWING DEPICTS THE MINIMUM EROSION CONTROL  
STANDARDS FOR THE PROJECT. CONTRACTOR SHALL  
SUBMIT EROSION CONTROL PLANS IN CONJUNCTION  
WITH THE NPDES PERMIT.

**I'WGI**

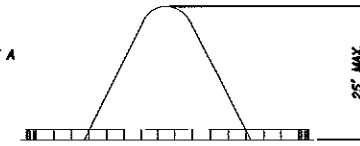
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
WGI PROJECT NO. 2059.05

**EROSION CONTROL NOTES**

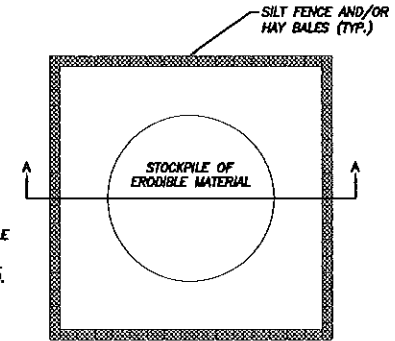
1. SEDIMENT BASINS AND TRAPS, PERIMETER OIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.

12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DE-WATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.
19. DE-WATERING ACTIVITIES:  
CONTRACTOR SHALL SUBMIT A DE-WATERING PLAN TO THE CITY OF FORT LAUDERDALE FOR REVIEW. THE DE-WATERING PLAN SHALL ADDRESS DE-WATERING HOLDING AREAS AND WATER QUALITY TREATMENT.  
A - DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.  
B - CONTRACTOR MUST HAVE A TRANSFERABLE SFHMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING".  
C - NO HYDRAULIC PUMPS MAY BE USED FOR DE-WATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA.  
D - NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.

NOTE:  
ALL STOCKPILES SHALL BE A  
MAXIMUM OF 25' HIGH.



SECTION A-A



NOTE:  
FOR STOCKPILING ERODIBLE  
MATERIAL FOR EXTENDED  
PERIODS, THE AREA SHALL  
BE SEEDED AND MULCHED.

SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE  
MATERIAL-N.T.S.

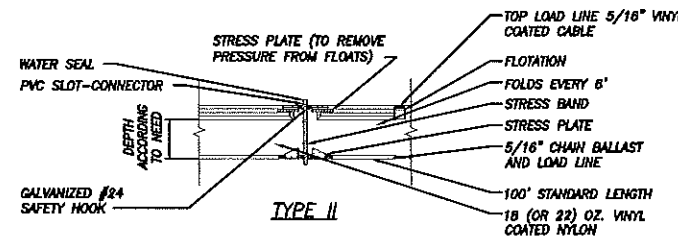
NOTES:

1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.



TRENCH DETAIL  
INSTALLATION WITHOUT TRENCHING  
TYPE IV SILT FENCE-N.T.S.

TYPE 2. DOT FOR HIGHER CURRENT WATERS (UP TO FIVE FEET PER SECOND); DEEPER LAKES, STREAMS, INTERCOASTAL AND TIDAL AREAS. INCLUDES AN ENCAPSULATED STEEL LOAD CABLE ALONG TOP OF BARRIER AND 3"x6"x4" FLOTATION LOGS. WEAR STRESS POINTS ARE REINFORCED WITH SHIELDS.



ORIENTATION WHEN INSTALLED  
(TIDAL SITUATION-TYPE II)-N.T.S.

BLOW-UP OF  
SHACKLE CONNECTION



ENGINEER:  
JEFFREY R. BERGMANN  
REG. No. 50159  
DATE DATE

DESIGNER:  
D.A.M.  
DESIGNED BY: SCALE: N/A  
CHECKED BY: C.B.L.  
FIELD BOOK:

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

NO.	DATE	BY	DESCRIPTION

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
EROSION CONTROL DETAILS  
1720 SW 17th STREET

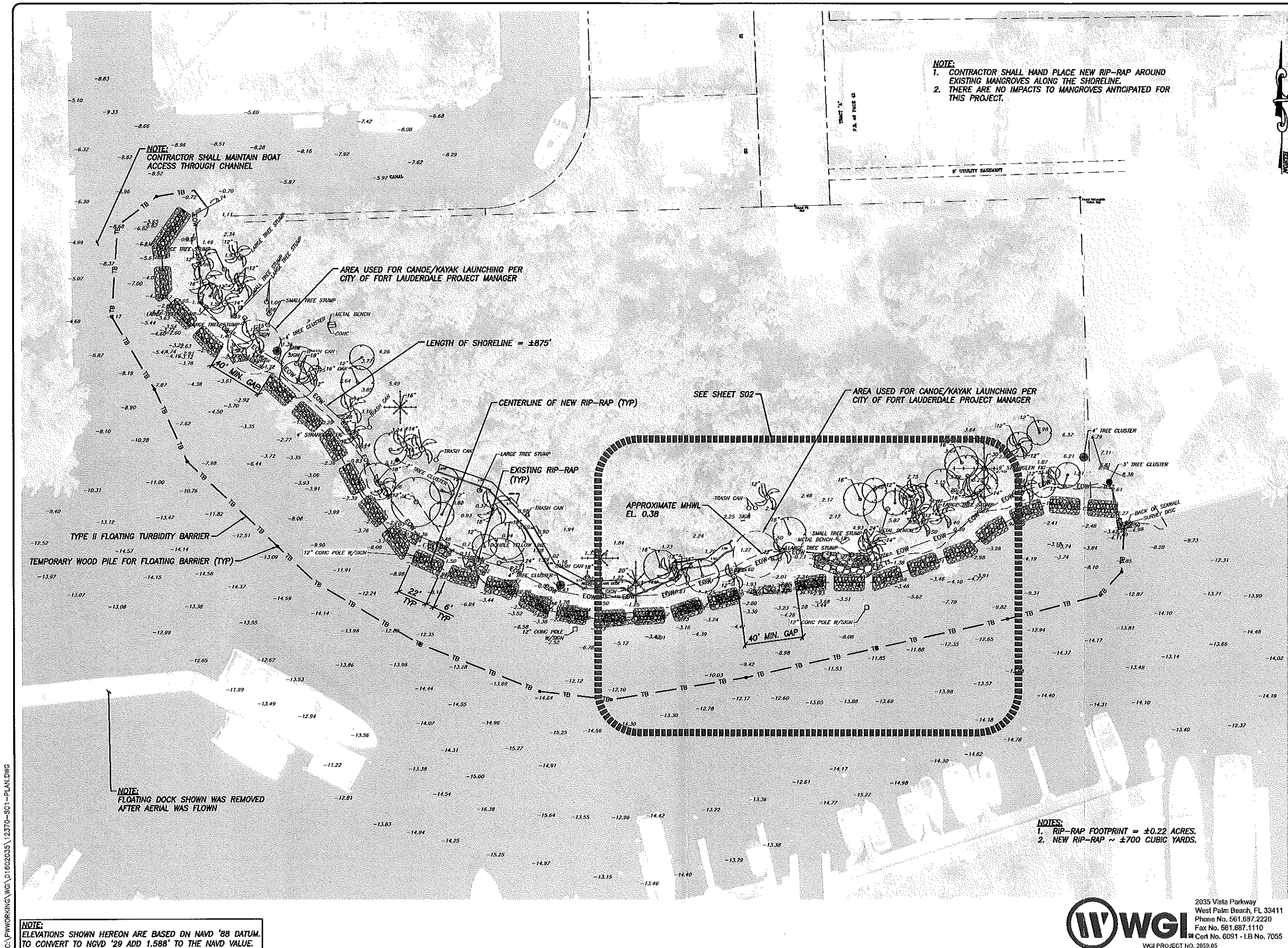
SHEET NO.	OF
G05	X
TOTAL:	XX
CAD FILE:	12370-G05-DET1
DRAWING FILE NO.	QAM #23-Q600



2035 Visla Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
WGI PROJECT NO. 2059.05

100% DESIGN

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ENGINEER: JEFFREY R. BERGMANN  
D.A.M. 10-14-19  
DESIGNED BY: SCALE: N/A  
J.R.B.  
CHECKED BY: C.B.L.  
FIELD BOSS

DATE: 10-14-19  
SCALE: N/A  
J.R.B.  
C.B.L.  
FIELD BOSS

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

NO.	DATE	BY	DESCRIPTION

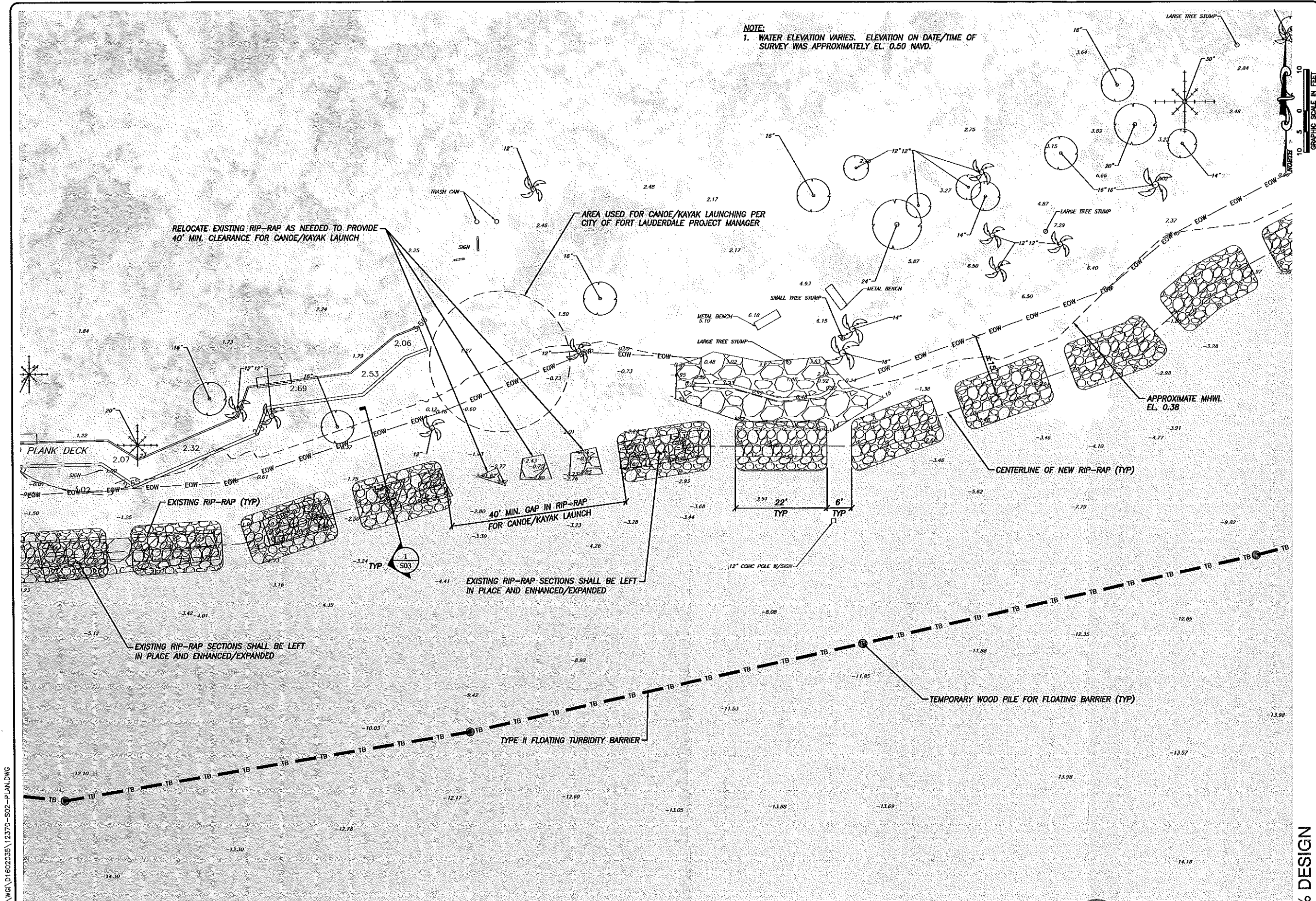
**100% DESIGN**

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
STRUCTURAL PLAN  
1720 SW 17th STREET

SHEET NO. 01 OF 01  
**S01** X  
TOTAL: XX  
CAD FILE: 12370-S01-PLAN  
DRAWING FILE NO. CAM #23-0600







**NOTE:**  
1. WATER ELEVATION VARIES. ELEVATION ON DATE/TIME OF SURVEY WAS APPROXIMATELY EL. 0.50 NAVD.

ENGINEER: R. BERGMANN  
 DATE: 10-14-19  
 DESIGNED BY: SCALE: N/A  
 CHECKED BY: C.B.L.  
 FIELD BOOK:

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

NO.	DATE	BY	DESCRIPTION

NO.	DATE	BY	DESCRIPTION

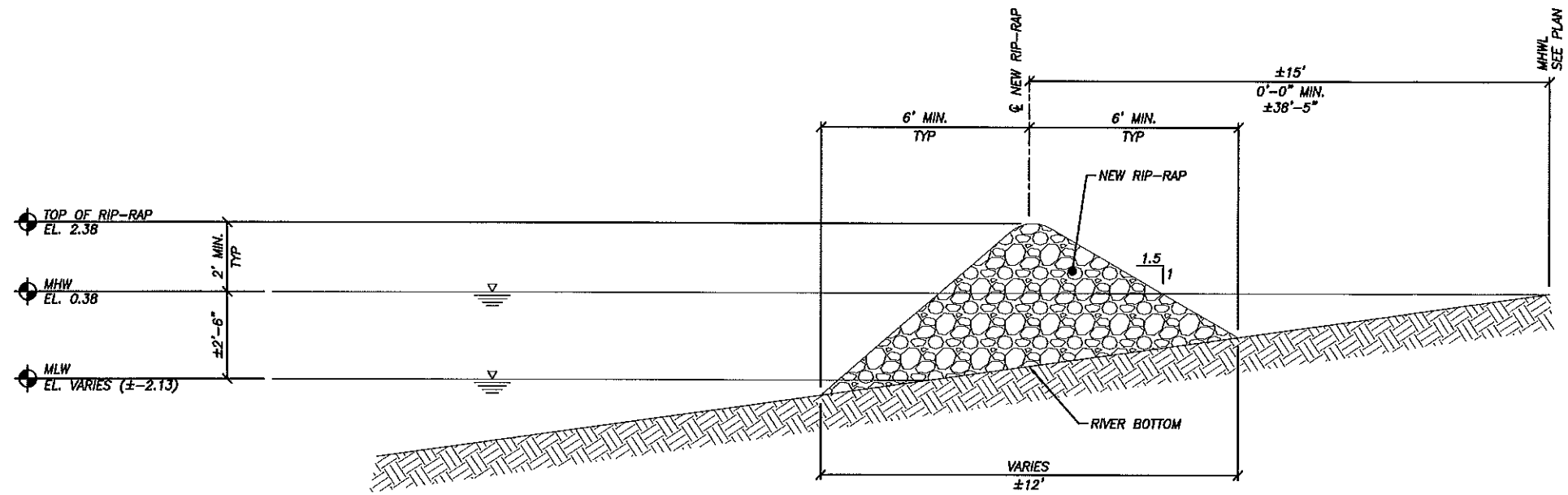
100% DESIGN

PROJECT # 12370  
 BILL KEITH PARK  
 SHORE STABILIZATION  
 ENLARGED PLAN  
 1720 SW 17th STREET

SHEET NO. **S02** OF **X**  
 TOTAL: **XX**  
 CAD FILE: 12370-S02-PLAN  
 DRAWING FILE NO. AM #23-0600

**NOTE:**  
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.

**I'WGI**  
 2035 Visla Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 WGI PROJECT NO. 2059.05



1  
S03

**TYPICAL BREAKWATER SECTION**

2 1 0 2  
GRAPHIC SCALE IN FEET

- NOTES:**
1. NEW RIP-RAP DIAMETER = 24" MINIMUM.

G:\PWORKING\WG\1602035\12370-S04-DET.DWG

**NOTE:**  
ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM.  
TO CONVERT TO NGVD '29 ADD 1.588' TO THE NAVD VALUE.

ENGINEER:  
JEFFREY R. BERGMANN  
REG. NO. 60159  
DATE PLATE

TEL: (561) 687-1721  
FAX: (561) 687-1110

DRAWN BY: DATE: 10-14-19  
D.A.M.  
DESIGNED BY: SCALE: N/A  
J.R.B.  
CHECKED BY: C.E.L.  
FIELD BOOK:

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

NO.	DATE	BY	CHKD	DESCRIPTION

**100% DESIGN**

PROJECT # 12370  
BILL KEITH PARK  
SHORE STABILIZATION  
SECTIONS AND DETAILS  
1720 SW 17th STREET

SHEET NO. **S03** OF **X**  
TOTAL: **XX**  
CAD FILE: 12370-S04-DET  
DRAWING FILE: 12370-S04-DET.DWG  
DWG # 23-0000

**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
WGI PROJECT NO. 2059.05

# EPA BORROWER GUIDE TO FEDERAL REQUIREMENTS



# **BORROWER GUIDE TO FEDERAL REQUIREMENTS**

LAST UPDATED: OCTOBER 2021

## DISCLAIMER

This document is intended as a guide for WIFIA borrowers to understand their general responsibilities for complying with federal requirements and is for informational purposes only. This document discusses a number of federal statutory and regulatory provisions and other federal requirements, but does not itself have legal effect, and is not a substitute for those provisions and any legally binding requirements that they may impose. It does not expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations or benefits to any person.

The information provided in this guide, including in any appendices, does not, and is not intended to, constitute legal advice. Users of this guide should not rely on this information to ensure compliance with federal requirements and should contact their legal counsel to obtain advice with respect to any particular legal matter, including such compliance. To the extent there is any inconsistency between this document and any legally binding federal requirements, the latter take precedence. EPA retains discretion to use or deviate from this document as appropriate.

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## VERSION HISTORY

*Below documents substantive content updates to this Borrower Guide since its initial release.*

October 2021:

- Added Table of Contents.
- Updated Environmental Authorities section, related to construction status of projects.
- Updated Economic and Miscellaneous Authorities section, related the Uniform Act and real property acquisition.
- Updated Labor Laws and Standards section, related to construction type generally used for water infrastructure projects.
- Updated hyperlinks to outside sources.

March 2021:

- Corrected hyperlinks to outside sources.

December 2020:

- Borrower Guide released.

# TABLE OF CONTENTS

**Disclaimer** ..... i

**Version History** .....ii

**Introduction**.....1

**Environmental Authorities**.....2

**Economic and Miscellaneous Authorities** .....6

    Debarment and Suspension and Prohibitions relating to violations of CWA and CAA with respect to Federal contracts, grants, or loans ..... 6

    New Restrictions on Lobbying ..... 7

    Uniform Relocation Assistance and Real Property Acquisition Policies Act ..... 8

    Demonstration Cities and Metropolitan Development Act..... 9

    Drug-Free Workplace Act..... 9

**Civil Rights, Nondiscrimination, and Equal Employment Opportunity Authorities**.....11

    Age Discrimination Act, Section 504 of the Rehabilitation Act, and Title VI of the Civil Rights Act of 1964 ..... 11

    Section 13 of the CWA ..... 12

    Equal Employment Opportunity ..... 12

    Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements..... 13

**American Iron and Steel (AIS) Requirement** .....15

**Labor Laws and Standards** .....18

**Latest Updates on Federal Requirements**.....22

    Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment ..... 22

**General Guidance on Compliance with Federal Requirements** .....24

    Guiding principles for compliance ..... 24

    Co-Funding with Other Federal and State programs ..... 25

    State Laws and Regulations ..... 25

    Professional Service Contracts versus Construction Contracts ..... 25

**Appendix: WIFIA specifications Package** .....27

## INTRODUCTION

Borrowers of loans provided under the Water Infrastructure Financing and Innovation Act (WIFIA), 33 U.S.C. § 3901 et seq., are required to comply with all federal laws and regulations. This document highlights important social and economic federal laws, regulations, and Executive Orders specifically listed in the WIFIA regulations (40 CFR Part 35 Subpart Q) as well as any relevant updates to the federal requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all federal requirements for a project. The project is subject to additional review of these federal requirements by the WIFIA Program during application processing and after loan execution.<sup>1</sup>

This guide provides an overview of the following federal requirements and identifies key borrower responsibilities and additional resources that may be helpful to the borrower for implementing each requirement.

<sup>1</sup> Although the WIFIA program provides oversight on loans issued to state infrastructure financing authorities, the program does not conduct federal requirements reviews during application processing or loan monitoring for these borrowers. These requirements are monitored and managed through the individual SRF programs.



## ENVIRONMENTAL AUTHORITIES

### OVERVIEW

The **National Environmental Policy Act** (NEPA) and various environmental crosscutting authorities fall under the Environmental Authorities listed in the WIFIA regulations at 40 CFR Part 35 Subpart Q.

The NEPA of 1969, 42 U.S.C. § 4321, *et seq.* mandates that federal agencies consider the effects of their actions, including programs, regulations, policies, and grant-funded specific projects, on the quality of the human environment. The issuance of a loan under the WIFIA program constitutes an action that triggers an environmental review of the project scope covered by the loan. The status of NEPA determinations for WIFIA's loans is listed on the [WIFIA closed loan web page](#) under the environmental review status column.

Prior to issuing a loan, the WIFIA program must review the environmental impacts of the project and make an independent determination under NEPA. The Council of Environmental Quality has established NEPA implementing regulations at 40 CFR part 1500 for meeting these requirements and the WIFIA program is guided by EPA's implementing regulations at 40 CFR Part 6. The WIFIA program's environmental review considers project impacts and mitigation measures across various environmental crosscutting authorities, including but not limited to:

- Archaeological and Historic Preservation Act, as amended (54 U.S.C. §§ 312501-312508)
- Archaeological Resources Protection Act (16 U.S.C. § 470AA-MM)
- Bald and Golden Eagle Protection Act (16 U.S.C. §§ 668-668C)
- Cleans Water Act (Section 404)
- Clean Air Act Conformity (42 U.S.C. § 7506(C))
- Coastal Zone Management Act (16 U.S.C. §§ 1451-1466)
- Coastal Barrier Resources Act (16 U.S.C. §§ 3501-3510)
- Endangered Species Act (16 U.S.C. §§ 1531-1599)
- Environmental Justice (Executive Order 12898)
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §§ 1801-1891)
- Farmland Protection Policy Act (7 U.S.C. §§ 4201-4209)
- Fish and Wildlife Coordination Act (16 U.S.C. § 661, *et seq.*)
- Flood Plain Management (Executive Order 11988, as amended by Executive Order 12148)
- Marine Mammal Protection Act (16 U.S.C. §§ 1361-1407)
- Migratory Bird Treaty Act (16 U.S.C. §§ 703-712)
- National Historic Preservation Act (NHPA), as amended (54 U.S.C. § 300101, *et seq.*)
- Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001, *et seq.*)
- Protection of Wetlands (Executive Order 11990, as amended by Executive Order 12608)
- Rivers and Harbors Act (Section 10)
- Safe Drinking Water Act (42 U.S.C. § 300F-300J-26)
- Wild and Scenic Rivers Act (16 U.S.C. §§ 1271-1287)
- Wilderness Act (16 U.S.C. § 1131, *et seq.*)

WIFIA borrowers do not need to have a completed environmental review prior to submitting a letter of interest to the program or when applying for a WIFIA loan; however, borrowers can expect to provide available environmental assessments, consultations, or other documentation to support the WIFIA

program's review of environmental impacts and mitigation measures as part of application processing. WIFIA projects must comply with all environmental cross-cutting authorities. Compliance with cross-cutting authorities is reviewed and documented by the WIFIA program. The WIFIA program may conduct additional consultations related to federal cross-cutting authorities, as necessary for the environmental review. Compliance with the environmental cross-cutting authorities is particularly important for projects where construction is already in progress or will be starting prior to loan close. Experience has shown that successful and timely completion of consultations under Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act can be difficult when initiated too late in the project schedule. To document the completion of the NEPA environmental review, the WIFIA program will issue one of the following determinations for the loan:

- **Categorical Exclusion (CATEX):** EPA's list of actions that may be categorically excluded is available at 40 CFR 6.204. The issuance of a CATEX does not require a public comment period.
- **Finding of No Significant Impact (FONSI) under WIFIA's Programmatic Environmental Assessment (PEA):** The WIFIA program has analyzed the typical potential environmental impacts related to the issuance of credit assistance under WIFIA in the PEA and associated FONSI, related to certain WIFIA water and wastewater projects eligible under 33 U.S.C. § 3905 and described in Section 4 of the PEA. Based on information supplied by the WIFIA borrower and the borrower responses to the WIFIA PEA Questionnaire (included as an appendix to the WIFIA application), the WIFIA program will evaluate the applicability of the project under the PEA. An additional 30-day public comment period is not required for projects that fall under the PEA.
- **FONSI under Environmental Assessment (EA):** If the project does not qualify for a CATEX or the PEA because the environmental impacts or the significance of the impacts are unknown, the WIFIA borrower will be asked to submit an environmental information document (EID) with a scope and level of detail commensurate with the magnitude and significance of the project. If deemed sufficient and acceptable by the WIFIA program, the borrower may submit a draft EA and supporting documents in lieu of an EID, or the WIFIA program will draft an EA. A FONSI determination under an EA is subject to a 30-day public comment period before it is finalized. EPA's NEPA implementing regulations for environmental assessments are found at 40 CFR 6.205.
- **Environmental Impact Statement (EIS):** If significant impacts are anticipated for the project during the environmental assessment, the WIFIA borrower will partner with the WIFIA program to assist in the preparation of an EIS describing the environmental impacts and reasonable alternatives. EPA may enter into a third-party agreement with the applicant to hire a consulting firm to prepare the EIS. A draft EIS is subject to a 45-day public comment period and the final EIS is subject to a 30-day waiting period before it is finalized and a record of decision (ROD) is issued for the project. EPA's NEPA implementing regulations for environmental impact statements are found at 40 CFR 6.207.

## WHAT TO EXPECT

The WIFIA program has the responsibility to conduct an environmental review and issue a determination for the project scope covered by a WIFIA loan and to ensure any monitoring requirements are being implemented by the WIFIA borrower prior to and through construction. The WIFIA program must conduct

an environmental review prior to issuance of a WIFIA loan. When the WIFIA project is co-funded with other federal or state programs, the WIFIA program may work collaboratively with co-funding agencies to ensure compliance with environmental cross-cutting authorities. WIFIA borrowers should clearly communicate project construction schedules to ensure the environmental compliance requirements can be or have been met prior to conducting ground-disturbing activities or activities that may diminish or alter the character of historic properties. Components of the WIFIA project that do not or cannot comply with environmental cross-cutting authorities may be excluded from the WIFIA project. As part of its compliance monitoring activities, the WIFIA program will conduct periodic document reviews and site walk-throughs during project construction, where applicable, to ensure specific requirements outlined in the WIFIA environmental documentation are met.

Prospective borrowers are not required to submit environmental documentation or findings when submitting their letters of interest (LOI). However, as part of the WIFIA application, borrowers can expect to:

- ✓ Identify any consultations with cross-cutting agencies that have already been completed or are ongoing.
- ✓ Discuss the environmental review with the WIFIA program prior to submittal of the application. If it appears that the project may not qualify for a CATEX, the WIFIA program will request that the borrower submit a completed PEA Questionnaire along with the relevant supporting materials.

After the application is submitted, WIFIA applicants may be asked to:

- ✓ Provide additional materials relevant to the project environmental review, including project description and location, project maps, any reports, assessments, or consultations conducted for the project, NEPA determinations by other federal agencies or State Revolving Fund (SRF) programs, or other relevant documentation to support the environmental review.
- ✓ If an EA or EIS is required, consult with the WIFIA program to determine the scope and level of detail for the documentation, indicate any public meetings or hearings required as part of the process, and support the WIFIA program in responding to comments if the NEPA determination is subject to a public comment period.
- ✓ Verify accuracy of environmental review documents prepared by the WIFIA program and provided to the applicant at the completion of the environmental review. The signatory of the WIFIA application, or equivalent authority, must sign the Environmental Review Verification Memorandum to confirm the applicant's concurrence with the environmental documentation.

Environmental monitoring and reporting requirements prior to and during project construction will be outlined in the environmental review documents or the loan agreement. The WIFIA program has the responsibility to conduct checks on the borrower's environmental requirements during compliance monitoring activities.

Key borrower responsibilities for implementation include:

- ✓ Execute the requirements outlined in the environmental review documents or specified in the loan agreement. These requirements vary based on the scope of the project and may include

activities like submittal of approved environmental permits; use of construction methods to mitigate potential environmental impacts; environmental training for employees; submittal of biological assessments; or other requirements identified through consultations with other federal agencies.

- ✓ Notify the WIFIA program if the scope of activities under the existing environmental determination is modified and provide supporting documentation for the WIFIA program to initiate additional federal agency consultations, as needed, to maintain the borrower's environmental compliance with the project.

## RESOURCES

- [CEQ Regulations for Implementing NEPA](#) (40 CFR part 1500)
- [EPA Procedures for Implementing NEPA and Assessing Environmental Effects](#) (40 CFR Part 6)
- [PEA for the WIFIA Program](#)
- [WIFIA PEA Questionnaires](#) for WIFIA Credit Assistance Projects and SRF Programs

## ECONOMIC AND MISCELLANEOUS AUTHORITIES

The following federal requirements fall under the Economic and Miscellaneous Authorities listed in the WIFIA regulations at 40 CFR Part 35 Subpart Q.

### DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Executive Order 12549 provides for a governmentwide system for debarment and suspension. A person or business who is debarred or suspended is excluded from activities in which grants, cooperative agreements, contracts of assistance, loans, and loan guarantees are being used to fund the activity. Borrowers must ensure their contractors and subcontractors are not suspended or debarred prior to issuing contracts. For prime contractors, registration under the governmentwide System for Award Management (SAM) is required and borrowers must check their registration under SAM. For lower tier contracts (i.e., subcontracts), OMB guidance under 2 CFR Part 180 Subpart C allows the borrower to verify whether subcontractors are debarred or suspended from government-funded activities using one of three options: (1) check subcontractor status on SAM; (2) collect a certification from the subcontractor; or (3) add a clause or condition to the covered transaction with the subcontractor.

Additionally, Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. As described in the respective CAA and CWA sections, a person or entity who has been convicted of a criminal offense or has a serious pattern of civil violations may be barred from receiving Federal government contracts, loans, and grants. Statutory debarments occur by operation of law following criminal conviction under CWA (Section 508) or CAA (Section 306). The ineligibility lasts until the Debarring Official certifies that the condition giving rise to conviction has been corrected.

#### WHAT TO EXPECT

The WIFIA program has the responsibility to check that its borrowers are not debarred or suspended from receiving federal funds.

In its LOI submittal, WIFIA prospective borrowers are asked to:

- ✓ Disclose to EPA if they are currently debarred or suspended; proposed for debarment or suspension; or indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the regulations governing debarment and suspension at 2 CFR Part 180 and Part 1532; or declared ineligible or excluded from participating in federal contracts or contracts paid for with federal funds. This disclosure is completed as part of the certification submitted with the LOI.

During application processing, WIFIA applicants are asked to:

- ✓ Disclose their debarment and suspension status as part of the WIFIA application and prior to loan closing.

For all contracts used on the project, WIFIA borrowers are expected to:

- ✓ Communicate to potential contractors the requirement to certify that the contractor is not debarred or suspended and to require their subcontractors to similarly certify. This is generally provided in bid advertisements and executed contracts. Although no specific contract language is required, sample contract language in the WIFIA specifications package is available for use by the borrower (see Resources below).
- ✓ Verify that the contractor and its subcontractors are not debarred or suspended. For prime contractors, access SAM to verify the awarded prime contractor is not disqualified or excluded. For lower tier contracts, ensure the prime contractor has verified their subcontractors are not suspended or debarred either by (1) checking exclusions in SAM, (2) collecting a signed certification from the subcontractor, or (3) including a clause or condition for the covered transaction with the subcontractor.

## RESOURCES

- [Debarment and Suspension](#) (EO 12549)
- [Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans](#) (EO 11738)
- [OMB Guidelines to Agencies on Governmentwide Debarment and Suspension](#) (2 CFR Part 180)
- [Non-procurement Debarment and Suspension](#) (2 CFR part 1532)
- [System for Award Management \(SAM\)](#)
- Sample Contract Language in [WIFIA Specifications Package](#)

## NEW RESTRICTIONS ON LOBBYING

Recipients of federal grants, cooperative agreements, contracts, and loans are prohibited by 31 U.S.C. § 1352 from using federal funds to pay any person for influencing or attempting to influence any officer or employee of an 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 any of these instruments. This requirement also applies to the WIFIA program, which follows the EPA implementing regulations on lobbying restrictions prescribed at 40 CFR part 34.

WIFIA borrowers are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-federal funds for such purposes, and (3) they will include these requirements in subsequent contracts and subcontracts that exceed \$100,000 and obtain necessary certifications from those entities.

## WHAT TO EXPECT

The WIFIA program has the responsibility to check that its borrowers are not making prohibited payments related to lobbying using federal funds.

During application processing and prior to issuing a loan, WIFIA applicants are asked to:

- ✓ Provide completed “Certification Regarding Lobbying” (EPA Form 6600-06) form and if applicable, the “Disclosure of Lobbying Activities” (SF-LLL) form, which are included in the WIFIA Application. Use the WIFIA Loan ID as the EPA Project Control Number.

- ✓ Provide evidence of borrower communication to contractors and subcontractors of the need to also comply with restrictions on lobbying. This is generally provided in bid advertisements and executed contracts. Although no specific contract language is required, sample contract language in the WIFIA specifications package is available for use by the borrower (see Resources below).

Once a WIFIA loan is executed, key borrower responsibilities for implementation include:

- ✓ Continue to comply with and communicate to contractors and subcontractors of the need to comply with restrictions on lobbying. The WIFIA program will check advertised bids and executed construction contracts, which are a general reporting requirement of the loan, for this type of communication to contractors.

## RESOURCES

- [Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions](#) (31 U.S.C 1352)
- [New Restrictions on Lobbying](#) (40 CFR part 34)
- [Certification regarding lobbying](#) (EPA Form 6600-06)
- [Disclosure of Lobbying Activities](#) (SF-LLL)
- Sample Contract Language in [WIFIA Specifications Package](#)

## UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT

This authority applies to WIFIA borrowers who have acquired or will acquire real property, whether temporary or permanent, for the purpose of completing the WIFIA project. The acquisition itself does not need to be federally funded. If federal funds are used in any phase of the program or project, this statute applies.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), 42 U.S.C 61, establishes a uniform policy for just compensation of acquired real property and for fair and equitable treatment of persons who are displaced from their homes, farms, or businesses to make way for federal or federally assisted projects. It provides basic guidelines for negotiating the acquisition of real property by the federal government. The URA also requires agencies to reimburse individuals for actual and reasonable expenses incident to relocation, such as moving costs, direct loss of tangible personal property associated with moving or discontinuing a business, and expenses involved in searching for a replacement home or business site. 49 CFR Part 24 is the government-wide regulation that implements the URA.

## WHAT TO EXPECT

The WIFIA program has the responsibility to check that its borrowers comply with the requirements of the URA if land acquisition is relevant to the project.

During application processing and once the WIFIA loan is executed, WIFIA borrowers are asked to:

- ✓ Disclose to the WIFIA program if land acquisition has occurred or will occur.

- ✓ Certify that the acquisition complies with or will comply with the URA. This disclosure is completed as part of the certification submitted with the LOI and loan application and as part of disbursement requests to the WIFIA program.
- ✓ Provide evidence that URA requirements are met, if requested, which may include initial notification to the landowner, appraisal and appraisal reviews, and offer of just compensation related to the acquisition.

## RESOURCES

- [URA implementing regulations for Department of Transportation](#), incorporated by reference in EPA regulations (49 CFR Part 24)
- [Guidance on Acquisition and Appraisal: Acquiring Real Property for Federal and Federal-Aid Programs and Projects](#), Federal Highway Administration Office of Real Estate Services
- [Federal-Aid Essentials for Local Public Agencies: Right of Way Requirements](#), Federal Highway Administration

## DEMONSTRATION CITIES AND METROPOLITAN DEVELOPMENT ACT

Executive Order 12372 and Section 204 of the Demonstration Cities and Metropolitan Development Act, 42 U.S.C 3301 *et seq.*, aim to foster an intergovernmental partnership between federal, state, tribal, and local governments. The executive order encourages federal coordination with local officials on the planning and construction of public facilities within their jurisdiction.

### WHAT TO EXPECT

The WIFIA program is not identified as a program requiring intergovernmental review under this Executive Order.

The WIFIA program does not conduct compliance monitoring activities related to this Act after loan execution.

## RESOURCES

- [Intergovernmental Review of Federal Programs](#) (Executive Order 12372)
- [EPA Financial Assistance Programs Subject to Executive Order 12372](#)

## DRUG-FREE WORKPLACE ACT

Under the Drug-free Workplace Act of 1988, 41 U.S.C. § 8101 *et seq.*, federal contractors or any program receiving federal grants is required to establish a drug-free workplace policy. Governmentwide implementation of the Act is prescribed at 2 CFR Part 182, Subparts A through F.

### WHAT TO EXPECT

The WIFIA program is a federal loan program and therefore is not covered by this Act.

The WIFIA program does not conduct compliance monitoring activities related to this Act after loan execution.



## RESOURCES

- [Drug-free workplace programs](#), Substance Abuse and Mental Health Services Administration
- [Governmentwide requirements for Drug-free Workplace](#) (2 CFR Part 182)

## CIVIL RIGHTS, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES

The following federal requirements fall under the Civil Rights, Nondiscrimination, and Equal Employment Opportunity Authorities listed in the WIFIA regulations at 40 CFR Part 35 Subpart Q.

### AGE DISCRIMINATION ACT, SECTION 504 OF THE REHABILITATION ACT, AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Three important laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age, in programs or activities receiving federal financial assistance. These laws are:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, as amended, states that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.*, as amended and supplemented by Executive Orders 11914 and 11250, states that “(n)o otherwise qualified individual with a disability in the United States...shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance...,” and
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, as amended, states that “(n)o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance...”

Borrower compliance with these laws is not limited to the project funded by the WIFIA program. These laws apply to the WIFIA borrower and its operations in its entirety.

### WHAT TO EXPECT

The WIFIA program has the responsibility to check that its borrowers are complying with civil rights laws and are developing projects, programs, and activities on a non-discriminatory basis.

During application processing and prior to issuing a loan, WIFIA applicants are asked to:

- ✓ Provide a completed “Pre-Award Compliance Review Report” (EPA Form 4700-4), which is included in the WIFIA Application, and if requested, additional information on any outstanding civil actions against the applicant.
- ✓ Provide evidence of communication to contractors and subcontractors of the need to also comply with civil rights laws. This is generally provided in bid advertisements and executed contracts. Although no specific contract language is required, sample contract language in the WIFIA specifications package is available for use by the applicant (see Resources below).

Once a WIFIA loan is executed, key borrower responsibilities for implementation include:

- ✓ Continue to comply with and communicate to contractors and subcontractors of the need to comply with civil rights laws and regulations. The WIFIA program will check advertised bids and executed construction contracts, which are a general reporting requirement of the loan, for this type of communication to contractors.
- ✓ Notify the WIFIA program of new civil suits that have been filed against the borrower that may have material adverse effect.

## RESOURCES

- [Civil Rights Pre-Award Compliance Review Report](#) (EPA Form 4700-4)
- [Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance](#) (40 CFR Part 5)
- [Nondiscrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency](#) (40 CFR Part 7)
- Sample Contract Language in [WIFIA Specifications Package](#)

## SECTION 13 OF THE CWA

As codified in 42 U.S.C. § 1251, Section 13 provides that “No person in the United States shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...” EPA implementing regulations for this provision of the CWA is prescribed in 40 CFR part 7 and enforced similarly to those already established for racial and other discrimination under Title VI of the Civil Rights Act of 1964.

## WHAT TO EXPECT

The WIFIA program has similar borrower expectations outlined in *Age Discrimination Act, Section 504 of the Rehabilitation Act, and Title VI of the Civil Rights Act of 1964* for implementing CWA Section 13.

## RESOURCES

- [Nondiscrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency](#) (40 CFR Part 7)

## EQUAL EMPLOYMENT OPPORTUNITY

Through a series of Executive Orders, and a decision by the Equal Employment Opportunity Commission, the federal government established a national policy related to discrimination based on race, color, sex, religion, and national origin to enhance hiring, training, and promotion opportunities for minorities and women in construction programs financed, in part, by federal dollars.

Chief among these directives is Executive Order 11246, which requires all federal contracting agencies to include certain nondiscrimination and "affirmative action" provisions in all contracts and to require the recipients of federal contracts to include these provisions in subcontracts. The provisions apply to WIFIA borrowers, contractors and subcontractors who receive more than \$10,000 in federal dollars a year and commit these entities to maintaining a policy of non-discrimination in the treatment of employees, to

make this policy known to employees, and to recruit, hire, and train employees without regard to race, color, sex, religion, or national origin.

Section 301 of Executive Order 11246 requires that WIFIA borrowers undertake and agree to incorporate into contracts and subcontracts specific language outlining the eight principals and directives found in Section 202 of the Executive Order.

Implementing guidelines can be found in the Department of Labor’s regulations at 41 CFR Part 60. Compliance with Executive order 11246 is based on implementation of the Equal Opportunity Clause, and specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

### WHAT TO EXPECT

The WIFIA program has the responsibility to check that its borrowers are complying with laws and regulations related to Equal Employment Opportunity.

During application processing and once the WIFIA loan is executed, WIFIA borrowers are asked to:

- ✓ Provide executed construction contracts (active and completed) that include specified EEO language. EEO law require specific language from Section 202 of Executive Order 11246 be included in bid documents and contracts. The specific language is included in the WIFIA specifications package, which is available for use by the borrower (see Resources below).
- ✓ In bid solicitations, provide an additional “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” as described at 41 CFR Part 60-4. The specific language is included in the WIFIA specifications package.
- ✓ Prominently post “Equal Opportunity is the Law” posters where it is accessible to all applicants for employment, employees, contractors, and subcontractors.
- ✓ Notify the Department of Labor’s Office of Federal Contract Compliance Programs within 10 working days of award of a construction contract or subcontract in excess of \$10,000.

### RESOURCES

- [Equal Employment Opportunity posters](#)
- [Executive Order 11246 and amendments](#)
- [DOL Construction Contract Technical Assistance Guide](#)
- [DOL Construction Contract Award Notification](#)
- Sample Contract Language in [WIFIA Specifications Package](#)

## PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN PROCUREMENT UNDER ENVIRONMENTAL PROTECTION AGENCY (EPA) FINANCIAL ASSISTANCE AGREEMENTS

The Disadvantaged Business Enterprise (DBE) Program is an EPA outreach, education, and goal program designed to increase and encourage the utilization and participation of DBEs in procurements funded by EPA assistance programs (73 FR 15904). The implementing regulations can be found at 40 CFR Part 33.

WIFIA borrowers are required to seek and encouraged to use small, minority and women-owned businesses for their procurement needs using EPA's six good faith efforts when contracting. The borrower must also ensure that its prime contractor(s) follow the same rules when subcontracting. The six good faith efforts include:

- Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- If the prime contractor awards subcontracts, require the prime contractor to take the steps in items 1 through 5.

There are no specific requirements for implementing each of the efforts as long as the effort is shown. Aside from these efforts, WIFIA borrowers do not have other administrative or reporting requirements of the DBE program under a WIFIA loan.

### WHAT TO EXPECT

In implementing EPA's DBE program, WIFIA borrowers are asked to:

- ✓ Apply the six good faith efforts when in the process of seeking a prime contractor and ensure that its prime contractors apply the six good faith efforts when in the process of seeking subcontractors.
- ✓ Maintain proper records demonstrating that the six good faith efforts were applied during contract procurement.

### RESOURCES

- [DBE Implementing regulations](#) (40 CFR part 33)
- [DBE Program resources and fact sheets](#)
- Sample Contract Language in [WIFIA Specifications Package](#)

# AMERICAN IRON AND STEEL (AIS) REQUIREMENT

## OVERVIEW

This requirement is specified in the WIFIA statute at 33 U.S.C. § 3914 and implementation of the federal requirement mirrors Clean Water and Drinking Water SRF programs.

WIFIA borrowers must install iron and steel products that are produced in the U.S. for the project. Products covered under the AIS requirement include:

- Lined or unlined pipes and fittings
- Manhole covers and other municipal castings
- Hydrants
- Tanks
- Flanges
- Pipe clamps and restraints
- Valves
- Structural steel
- Reinforced precast concrete
- Construction materials

If the listed products are permanently incorporated into the project and are primarily iron and steel material, then borrowers should obtain and keep record of the manufacturer's certification of AIS compliance for that product. If a product does not fall within one of the listed product categories, it does not need to comply with the AIS requirements.

The WIFIA statute allows EPA to grant project waivers in specific circumstances: (1) if the requirement is inconsistent with the public interest; (2) if the products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) if the products will increase the cost of the project by 25% or more. **WIFIA borrowers can seek guidance from the program on waivers at any phase in project design and implementation to discuss borrower-specific circumstances and explore options to ensure compliance.**

Product availability waiver requests are most common because not all items covered under the AIS requirement may be produced in the U.S. Borrowers should notify the WIFIA program when product availability issues are identified and prior to product procurement and installation to ensure that the project maintains compliance with the AIS requirement. Although not required, identifying products during project design can help the borrower assess market availability and initiate a timely waiver process, where needed. The waiver process involves:

1. Independent product research. Before availability waivers are considered, the WIFIA program will conduct independent market review based on the borrower's technical specifications of the product.
2. Borrower assessment. The WIFIA program will notify the borrower of the results and confirm unavailability of the products or identify additional domestically available options for the borrower to assess against their project requirements. If there are feasible options, no further steps are taken.

3. Preparation and submission of waiver request package. If there are no feasible options, borrowers will prepare a waiver request package. The WIFIA program reviews the request for adequacy and submits the package for review and approval on the borrower's behalf.
4. Public comment period. Waiver requests are subject to a 15-day comment period and will be posted on the AIS webpage under [Waiver Requests Received by EPA](#).
5. Approval and notification. Once all comments have been addressed, an approval package will be routed for review and approval through the Office of Water management team. The WIFIA program will post the approved waiver on the AIS webpage under [Approved Project Waivers](#) and notify the borrower.

Waivers should only be sought when all avenues of procuring AIS-compliant products have been exhausted. In many cases, a borrower may find that an availability waiver is not needed.

Public interest and cost waivers are less common. Borrowers should initiate further discussions with the WIFIA program if they believe their project could qualify for a public interest or cost waiver. The waiver process is the same for these waivers except product research and assessment (Steps 1 and 2) do not apply.

There are also national waivers that are immediately available for borrower use and do not require additional approval. The National De Minimis Waiver can be used at the borrower's discretion for incidental and low-cost items; it is ultimately the borrower who decides which items to include under this national waiver. If there is any uncertainty, seek assistance from the WIFIA program.

WIFIA cannot close a loan with previously incurred construction costs that are not compliant with the AIS requirement.

## WHAT TO EXPECT

The WIFIA program has the responsibility to check that its borrowers understand the AIS requirements and that those requirements are being properly implemented for the entire project. WIFIA will conduct periodic document reviews and site walk-throughs during project construction to check AIS implementation as part of its compliance monitoring activities.

During application processing, WIFIA applicants may be asked to:

- ✓ Provide evidence of communication on AIS requirements to contractors and subcontractors. Although not statutorily required, applicants can easily achieve this by including notification in advertised bids and executed contracts. Sample contract language in the WIFIA specifications package is available for use by the borrower (see Resources below).
- ✓ If a project has not yet executed contracts, provide a plan for communication on AIS requirements to contractors and subcontractors.
- ✓ If the project includes previously incurred costs for construction activities, provide additional documentation to help the WIFIA program check that incurred costs are compliant with this requirement. This request may include: (1) a list of iron or steel products purchased and installed; (2) a sample of AIS certifications for those items; (3) related project waivers; and/or (4) results of a third-party AIS audit.

As a WIFIA program check on compliance, WIFIA borrowers are asked to periodically submit documentation to demonstrate continued compliance with the AIS requirement. Key borrower responsibilities for implementation include:

- ✓ Communicate AIS requirements to contractors and ensure contractors are communicating the requirements to its subcontractors. This is generally included in advertised bids and executed contracts that are a general reporting requirement of the loan and checked by WIFIA. If communication is not included in the contract documents, provide additional evidence that communication has taken place.
- ✓ Submit draft or executed prime construction contracts for WIFIA review to ensure that adequate compliance language is included. The WIFIA program does not generally review subcontracts unless there is cause for further review.
- ✓ Identify products that must comply with AIS requirements and determine whether they can be procured domestically. Communicate to the WIFIA program when products cannot be procured domestically to initiate the program's independent market review and determine whether there is a need for an availability waiver. Submit additional documentation, such as technical specifications and product information, to support the WIFIA program's review and approval process, as needed.
- ✓ Maintain up-to-date records or frequently check with prime contractors on AIS certifications for products purchased and installed on the project. This can help the borrower prevent non-compliant products from being permanently incorporated into the project and triggering a non-compliance event. The WIFIA Program requires AIS documentation to be maintained for three years after project completion. **The key to borrower compliance is collecting adequate AIS documentation for installed products that are covered by the requirement.**
- ✓ Report any issue with noncompliance to the WIFIA program based on the borrower's review of purchased and installed products on contracts and subcontracts that must comply with the AIS requirement.

## RESOURCES

- [AIS Implementation Memoranda](#) (four documents)
- [National Waivers](#), including [National De Minimis Waiver](#). See also [AIS Online Webinar on De Minimis](#), June 2020
- [Project Waiver Request Checklist](#)
- Sample Contract Language in [WIFIA Specifications Package](#)
- Sample Certification Letter (available in the AIS Implementation Memorandum, dated March 2014). See also [AIS Online Webinar on AIS Certification Letters](#), July 2020.



## LABOR LAWS AND STANDARDS

### OVERVIEW

This requirement is included in the WIFIA statute at 33 U.S.C. § 3909(e) by reference to Section 513 of the Federal Water Pollution Control Act (33 U.S.C. § 1372) and primarily covers requirements under the **Davis-Bacon and Related Acts** and the **Contract Work Hours Safety Standards Act**. Implementation of the federal requirements under these Acts are consistent with guidance provided to Clean Water and Drinking Water State Revolving Loan Programs.

Borrowers must comply with federal prevailing wage laws, commonly referred to as Davis-Bacon. While the Davis-Bacon Act itself only requires compliance for federal contracting, WIFIA falls under “related acts” that are also subject to Davis-Bacon requirements. For all prime contracts above the \$2,000 threshold, borrowers must enclose specific Davis-Bacon language into the prime contracts and ensure the prime contractor includes the same language in all associated subcontracts. Contracted laborers and mechanics are subject to wages at a rate no less than those determined by the U.S. Department of Labor (DOL).

Borrowers must obtain the wage determination for the locality in which a covered activity will take place prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts for activities subject to Davis-Bacon. The wage determinations for water infrastructure projects generally fall under the “Heavy” construction type, although the “Building” construction type may also apply. The wage determinations shall be incorporated into solicitations and subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determinations incorporated into the prime contract.

Force Account laborers and mechanics employed by a governmental agency or political subdivision are not covered under this Act. Further, under the Contract Work Hours Safety Standards Act, borrowers must ensure contractors are receiving overtime pay for work in excess of forty hours for all contracts above the \$100,000 threshold. To ensure proper wages are paid, borrowers must collect certified payrolls from contractors and periodically conduct personnel interviews to verify proper wages are being paid under a contract.

Many states also have their own prevailing wage laws; however, state prevailing wage laws are not a substitute for federal prevailing wage laws. Requirements for both laws must be met and the greater of the two wages should be applied to the contracts (where equivalent state labor categories can be discerned). Where contracts include incorrect wage determinations, the borrower must take steps to reissue or amend the contract to retroactively incorporate the proper wage determination to the beginning of the contract and compensate for any increases in wages resulting from the wage determination correction.

WIFIA cannot close a loan that is not compliant or is not in remediation to return to compliance with this requirement.

## WHAT TO EXPECT

The WIFIA program has the responsibility to check that its borrowers understand the Davis-Bacon requirements and that those requirements are being properly implemented for the entire project. The WIFIA program will conduct periodic document reviews and site walk-throughs during project construction to check for implementation of Davis-Bacon requirements as part of its compliance monitoring activities.

During application processing, WIFIA applicants may be asked to:

- ✓ Provide executed construction contracts (active and completed) that include specified Davis-Bacon contract language. DOL regulations require specific language and relevant wage determinations be included in bid documents and contracts. **Note that the specified language under 29 CFR §5.5 has been modified for the WIFIA program to also identify borrowers as authorized representatives to ensure compliance with the statute.** The modified language is included in the WIFIA specifications package, which is available for use by the applicant (see Resources below).
- ✓ Provide executed construction contracts (active and completed) that include relevant wage determinations. DOL publishes wage determinations that specify the minimum wage (including fringe benefits) for a given construction type, labor category, and locality in which the work is conducted. These wages are updated regularly on their website. If state prevailing wages also apply, show evidence that a comparison of labor wage rates and categories have been conducted and that the higher of the wages apply to the contract.
- ✓ If a project has not yet executed contracts, provide sample front-end documents that will be used in all relevant bids and contracts issued for the project.
- ✓ If the project includes previously incurred costs for construction activities, provide additional documentation to help the WIFIA program check that incurred costs are compliant with this requirement. This request may include: (1) results of a third-party Davis-Bacon audit of the project or specific contract(s); (2) a random sample of certified payroll reports and personnel interviews collected for the contract(s); and/or (3) other borrower evidence of compliance checks for reporting and paid wages (including fringe benefits).

As a WIFIA program check on compliance after loan execution, WIFIA borrowers are asked to periodically submit documentation to demonstrate continued compliance with the labor laws and standards. Key borrower responsibilities for implementation include:

- ✓ Communicate Davis-Bacon requirements to contractors and ensure contractors are relaying the requirements to their subcontractors. Statutorily, this communication is required in advertised bids and executed contracts that are a general reporting requirement of the loan and checked by WIFIA. While the WIFIA program may check borrower's prime contracts for this language, the onus is on borrowers and prime contractors to verify the same contract language is applied to all relevant subcontracts and that the subcontracts also comply with this requirement.

- ✓ Identify the proper wage rates to apply in advertised bids and subsequently in executed contracts. During advertisement, borrowers should monitor and update the bid with the latest applicable version of DOL's published wage determinations. Borrowers must award contracts within 90 days of bid close to "lock" the wage determinations included in the advertisement. Otherwise, an updated wage determination is required. Seek assistance from the WIFIA program on selecting proper wage determinations, as needed.
- ✓ For collaborative delivery contracts (e.g., Design-Build, Progressive Design-Build, Construction Management at Risk), there is "substantial and segregable amount[s] of construction work" that can be exercised using amendments or addenda to the contracts. These types of contracts should include a current wage determination at the time an amendment - with the purpose of initiating construction on a package or phase of a project - is exercised. See DOL's AAM157 guidance on 'Application of DBA to Contracts with Options.'
- ✓ Submit draft or executed prime construction contracts for WIFIA program review to ensure that adequate compliance language and the appropriate federal wage rates are included. The WIFIA program does not generally review subcontracts unless there is cause for further review.
- ✓ If a borrower encounters a unique situation at a site that presents uncertainties regarding Davis-Bacon applicability, the borrower must discuss the situation with EPA before authorizing work on that site. This includes any borrower requests for wage conformances for labor classifications that may not exist in the wage determinations. A conformance request must be initiated by the borrower, submitted by EPA, and approved by DOL.
- ✓ If state prevailing wages also apply, ensure that the certified payrolls reflect paid wages that are also, at a minimum, equal to the corresponding federal prevailing wage rates for the contract.
- ✓ Post proper Davis-Bacon signage and make readily available the applicable prevailing wage determinations at the construction site(s).
- ✓ Maintain up-to-date records for at least three years after project completion. Records should include:
  - Certified payrolls. Borrowers must collect certified payrolls from contractors weekly and check that payroll reports are accurate and paid wages are consistent with the contract's wage determination and overtime requirements.
  - Personnel interviews. Borrowers must conduct periodic interviews of workers to ensure proper wages are being paid and document the interviews by completing SF-1445: Labor Standards Interview. Although WIFIA does not require a specific number and frequency, interviews should occur throughout the course of construction and include a sufficient sample of job classifications represented on the job, as well as across various contracts.
  - Apprenticeship and Trainee Programs. Borrowers must confirm apprentice and trainee program registrations and check that ratio requirements under the approved program(s) are met.

## RESOURCES

- [Davis-Bacon regulations](#) (29 CFR Part 5)
- [U.S. Department of Labor On-line Wage Determinations](#)
- [U.S. Department of Labor Guides, Forms, and Posters for Davis Bacon and Related Acts](#) (with additional resources)
- [AAM157 guidance on 'Application of DBA to Contracts with Options'](#)
- [Implementing Davis-Bacon Wage Rate Requirements: An EPA Guide for SRFs](#)
- Sample Contract Language in [WIFIA Specifications Package](#)

## LATEST UPDATES ON FEDERAL REQUIREMENTS

The following federal requirements have been issued since the promulgation of the WIFIA implementation regulation (December 2016) and directly apply to EPA loan and grant programs, including WIFIA borrowers. The WIFIA program will periodically update this section with any notable laws and regulations and WIFIA's expectations for borrower compliance.

## PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In August 2018, the federal government enacted the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law, PL 115-232). Section 889(b)(1) of PL 115-232 prohibits an executive agency from obligating or expending loan or grant funds to procure or obtain or to enter into, extend, or renew a contract to procure or obtain "covered telecommunications equipment or services" that are substantial or essential to any system, or as critical technology to any system. Federal loan and grant programs are required to implement this requirement within two years of enactment.

"Covered telecommunications equipment or services" (PL 115-232, Section 889(f)(3)) include:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 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).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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 prohibition does not apply to:

- Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- 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.

Effective August 13, 2020, borrowers cannot submit these costs for WIFIA disbursement as they are no longer eligible costs and the WIFIA program, as a federal loan program, is prohibited from reimbursing for telecommunications equipment and services covered under this law.

## WHAT TO EXPECT

To ensure compliance with this requirement, borrowers are asked to:

- ✓ Provide evidence of borrower communication to contractors and subcontractors of the need to comply with the prohibition. This is generally provided in bid advertisements and executed contracts. Although no specific contract language is required, sample contract language in the WIFIA specifications package is available for use by the borrower (see Resources below).
- ✓ Avoid procurement of “covered telecommunications equipment, services, and systems” on contracts that involve the use of federal funds. Access SAM to verify that entities providing telecommunications equipment, services, and systems on the WIFIA project are not listed on the exclusion list.

## RESOURCES

- [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) (PL 115-232)
- [System for Award Management \(SAM\)](#)
- Sample Contract Language in [WIFIA Specifications Package](#)

## GENERAL GUIDANCE ON COMPLIANCE WITH FEDERAL REQUIREMENTS

The WIFIA program is committed to supporting its borrowers with complying with federal requirements. In any case of uncertainty with implementation, the WIFIA borrower should seek timely clarification and assistance by contacting their respective WIFIA points of contact.

- For general inquiries on federal requirements for the WIFIA program, email: [wifia@epa.gov](mailto:wifia@epa.gov)
- For borrowers processing their loan applications, email the WIFIA engineering or environmental contact assigned to the transaction.
- For borrowers with executed loans, email: [wifia\\_portfolio@epa.gov](mailto:wifia_portfolio@epa.gov)

### GUIDING PRINCIPLES FOR COMPLIANCE

Below are guiding principles to support the borrower in ensuring compliance with federal requirements:

**UNDERSTAND THE FEDERAL REQUIREMENTS.** Reading through this Borrower Guide is a good first step towards understanding the federal requirements that apply to WIFIA borrowers. These requirements are very similar to those that would apply to other federal funding programs. If there is borrower uncertainty on the WIFIA program's expectations for compliance, seek clarifications by contacting the borrower's respective WIFIA point of contact. Borrowers may find that developing a plan for compliance with federal requirements early in project planning can ensure that potential issues are identified and remedied early or are avoided entirely.

**IDENTIFY AND COMMUNICATE EARLY.** Defining lines of communications and decision-making roles is also important. WIFIA borrowers are responsible for ensuring compliance with federal requirements and should be the ultimate decision-maker for the project. As frequently noted in this guide, the WIFIA program expects borrowers to communicate federal requirements as part of bid solicitations and in executed contracts when WIFIA funding is anticipated. This is particularly beneficial for construction-related work to avoid the need to retroactively address federal requirements with contractors. Timely communication between the borrower and the WIFIA program, as well as between the borrower and its contractors/subs, can help avoid issues of non-compliance. Throughout the course of the WIFIA project, borrowers should not hesitate to communicate potential issues with compliance to the WIFIA program and collectively explore available options and remedies with them.

**MAINTAIN GOOD DOCUMENTATION.** Good documentation is key to compliance. If there is no evidence that the borrower has complied with federal requirements, the WIFIA program finds it difficult to verify that the borrower is compliant. The WIFIA program does not require any specific software for borrowers to document compliance. There is no single approach to recordkeeping, and it can be as simple or complex as is appropriate for the project.

Borrowers may want to consider the following when establishing recordkeeping procedures:

1. The borrower is responsible for checking and ensuring compliance for their contractors and subcontractors. Organize documents such that they are easy to internally review against federal requirements.

2. The WIFIA program periodically requests review of documents to ensure compliance. This may include document requests for contracts, environmental monitoring reports, AIS certifications for specific items, and certified payrolls and wage determinations. Although the WIFIA program's review may not be inclusive of all contracts and subcontracts, documents should be easy to locate during compliance monitoring activities.
3. Some federal requirements have a minimum duration for maintaining project records, including AIS and Davis-Bacon. Local and state requirements may be longer or shorter. Be aware of recordkeeping requirements to ensure recordkeeping requirements are fully met.

## CO-FUNDING WITH OTHER FEDERAL AND STATE PROGRAMS

As a supplementary financing program, WIFIA borrowers may also receive funds from other federally financed programs.

Some of these programs may have overlapping federal requirements; however, each program will have a separate responsibility (and monitoring procedures) to ensure their borrowers comply with the federal requirements outlined for that program. To the extent possible and reasonable, the WIFIA program will work with other federal programs that are co-funding its borrowers to share information on federal compliance activities that may be relevant across the programs. For example, WIFIA borrowers may also receive funding from their SRF program for a project. To help gain efficiencies for both programs, the WIFIA program might coordinate environmental reviews where there are overlapping elements with the state environmental review process. The WIFIA program might also work collaboratively with the state SRF on AIS-related matters.

On the other hand, some of these federally financed programs may have similar but different requirements. WIFIA borrowers should evaluate these separate requirements in its entirety such that implementation will satisfy both sets of requirements. For example, WIFIA borrowers may also receive financing from the Department of Transportation, which may trigger Buy American requirements. AIS and Buy American requirements are separate and distinct. One does not replace the other. WIFIA borrowers will have to satisfy both these requirements.

## STATE LAWS AND REGULATIONS

Federal and state laws and regulations do not replace each other. WIFIA borrowers should evaluate federal and state requirements in their entirety such that implementation will satisfy both sets of requirements. For example, the Davis-Bacon Act requires that laborers and mechanics are at least paid the federal prevailing wage laws. If the state prevailing wage law provides higher wages than the federal prevailing wage for the locality and for an equivalent labor category, then the use of the state prevailing wage for that locality and equivalent labor category can satisfy both federal and state prevailing wage law requirements for paid wages. However, the use of higher state wage rates does not preclude the WIFIA borrower from having to comply with other requirements under the Davis-Bacon Act.

## PROFESSIONAL SERVICE CONTRACTS VERSUS CONSTRUCTION CONTRACTS

All contracts issued for a project that is receiving a WIFIA loan are subject to a federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. The review ensures that federal requirements are being communicated from borrower to contractors and from contractors to



subcontractors. During compliance monitoring, WIFIA targets this review on prime construction contracts as an initial assessment of the borrower's compliance; however, additional contracts may be requested if warranted.

Not all federal laws and regulations listed in this document apply to professional services contracts. In particular, contract language for American Iron and Steel requirements, Davis Bacon and Related Acts, and Equal Employment Opportunity (EEO), Executive Order 11246, do not apply to professional services contracts. On the other hand, professional services contracts do require reference to the economic and miscellaneous authorities listed in this document.

All contracts must abide by the civil rights and non-discrimination laws, whether they are referenced in contracts or not.

## APPENDIX: WIFIA SPECIFICATION PACKAGE AND BID CONTRACT LANGUAGE

*Last Updated: December 2020*

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.** *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 language in bid solicitations (or equivalent):*

**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 <sup>1</sup>	6.9% <sup>2</sup>

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

<sup>1</sup> Goals can be found at: <https://www.dol.gov/agencies/ofccp/construction>

<sup>2</sup> Nationwide goal for all covered areas

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).

## 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 \_\_\_\_\_ (“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

### 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.

### QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business?

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

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

Certificate of Competency Number of Qualifying Agent:

Effective Date:  Expiration Date:

Licensed in:  Engineering Contractor's License #

(County/State)

Expiration Date:

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

**NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.**

**QUESTIONNAIRE SHEET**

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

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

a)

b)

c)

d)

e)

f)

g)

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

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


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

**NON-COLLUSION STATEMENT:**

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

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

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

 **Text Box: 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.**

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

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

**Name**

**Relationships**

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

**Authorized Signature**

**Title**

**Name (Printed)**

**Date**

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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.

Authorized Signature

Print Name and Title

Date



**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) [text box]

Address: [text box]

City: [text box] State: [text box] Zip: [text box]

Telephone No.: [text box] FAX No.: [text box] Email: [text box]

Check box if your firm qualifies for MBE / SBE / WBE: [checkbox]

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

Grid for listing individuals with Name and Title columns.

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

Table with 6 columns: Addendum No., Date Issued, Addendum No., Date Issued, Addendum No., Date Issued.

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid.

[Large empty text box for variances]

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

Submitted by:

Form for signatory information: Name (printed), Signature, Date, Title.

Revised 4/28/2020

## Question and Answers for Bid #12723-633 - Bill Keith Preserve Shoreline Stabilization

### Overall Bid Questions

#### Question 1

What is the estimated or set budget for this project? (Submitted: Feb 8, 2023 11:57:19 AM EST)

#### Answer

- Approximately \$428,000. (Answered: Feb 15, 2023 11:21:55 AM EST)

#### Question 2

Removal of existing sheet pile is listed in the line items under removal of riprap and sheet pile. Where is the existing sheet pile located? (Submitted: Feb 17, 2023 3:56:04 PM EST)

#### Answer

- Please refer to Sheet G04 of the drawing set provided. (Answered: Feb 24, 2023 2:03:49 PM EST)