

Solicitation 673-11952

Dixie Wellfield Abandonment (P12237)

Bid Designation: Public



City of Fort Lauderdale

Bid 673-11952 Dixie Wellfield Abandonment (P12237)

Bid Number 673-11952
Bid Title Dixie Wellfield Abandonment (P12237)

Bid Start Date May 15, 2017 1:05:05 PM EDT
Bid End Date Jun 14, 2017 2:00:00 PM EDT
Question & Answer End Date Jun 7, 2017 5:00:00 PM EDT

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

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 120 days
Pre-Bid Conference May 30, 2017 1:30:00 PM EDT
Attendance is optional
Location: Well #8
NW 52nd Street & NW 12th Avenue
Fort Lauderdale, Florida 33309

Bid Comments **Sealed bids will be received electronically until 2:00 P.M., local time, on THURSDAY, JUNE 8, 2017, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, for BID NO., 673-11952, PROJECT NO., 12237, DIXIE WELLFIELD ABANDONMENT.**

This Project consists of Drawing File No., 4-140-50, twelve (12) sheets.

This project is located at the Fort Lauderdale Executive Airport, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, plugging and removal of six (6) water supply wells, including concrete structures, all piping and electrical wiring and equipment.

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

Licensing Requirements: Possession of a General Contractor License and Water Well Contractor License is required for this project.

Pre-Bid Meeting/Site visit: A pre-bid meeting and site visit will be held on WEDNESDAY, MAY 24, 2017, at 10:00 a.m., local time, at Well #8, NW 52nd Street and NW 12th Avenue, Fort Lauderdale, Florida 33309.

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(s)/facilities OR /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.

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

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

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

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

Bid Bonds:

Bidders can submit bid bonds for projects four different ways.

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

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

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

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

Certified Checks, Cashier's Checks and Bank Drafts

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, FL 33301-1016, with the bid number and title clearly indicated on the envelope.

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

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

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

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

Added on May 18, 2017:

Revised drawings.

Added on May 23, 2017:

Pre-bid meeting/site visit has been rescheduled.

**Bid Opening date has been changed.
 Question & Answer deadline has been extended.
 Added on Jun 2, 2017:
 Pre-bid meeting Attendance Record added.**

Addendum # 1

New Documents	P12237.ADDENDUM 1.pdf		
Previous Contract Renewal	Not Applicable	New Contract Renewal	Not Applicable

Addendum # 2

New Documents	P12237.ADDENDUM 2.pdf		
Previous End Date	Jun 8, 2017 2:00:00 PM EDT	New End Date	Jun 14, 2017 2:00:00 PM EDT
Previous Q & A End Date	Jun 1, 2017 5:00:00 PM EDT	New Q & A End Date	Jun 7, 2017 5:00:00 PM EDT
Previous Contract Renewal	Not Applicable	New Contract Renewal	Not Applicable
Pre-Bid Conference Changes	Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.		

Addendum # 3

New Documents	P12237.ADDENDUM 3.pdf		
Previous Contract Renewal	Not Applicable	New Contract Renewal	Not Applicable

Addendum # 4

New Documents	P12237.Pre-Bid mtg. Attendance Sheet..pdf		
Previous Contract Renewal	Not Applicable	New Contract Renewal	Not Applicable

Addendum # 5

New Documents	P12237.ADDENDUM 5.pdf		
Previous Contract Renewal	Not Applicable	New Contract Renewal	Not Applicable

Item Response Form

Item 673-11952--01-01 - BASE BID: Mobilization and 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

This item includes, but is not limited to mobilization, demobilization, pre-construction photography and video, site cleanup, computer, labor associated with permit acquisition, staging area, storage, temporary construction facilities, sanitary facilities, project coordination, testing, compliance with Florida Trench Safety Act, project sign, insurance, bonds and indemnification.

Item **673-11952--01-02 - BASE BID: Demolition**
 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

Remove all concrete structures including foundations, piping, valves, all electrical connections and equipment and ground restoration

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

BID NO. 673-11952

PROJECT NO. 12237

**DIXIE WELLFIELD
ABANDONMENT**



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

**LUIS OLIVEIRA
PROJECT MANAGER I**

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

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

- CITB Prime Contractor ID Form
- CITB Questionnaire Sheets
- CITB Local Business Preference
- CITB Trench Safety
- CITB Non-Collusion Statement
- CITB Contract Payment Method
- CITB Construction Bid Certification

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INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

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

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

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

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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-00-27, 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 http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

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SPECIAL CONDITIONS**01. PURPOSE**

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

02. TRANSACTION FEES

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

03. SUBMISSION OF BIDS

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

04. INFORMATION OR CLARIFICATION

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

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

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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 **14** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **100** 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 **120** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

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

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

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, Florida, shall accompany each proposal.

07. REQUIRED LICENSES/CERTIFICATIONS

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

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General Contractor License and Water Well Contractor License

The work described in the contract documents may be performed by a general contractor only if it retains a licensed water well contractor (licensed per Florida Administrative Code 62-531) to perform the well plugging and abandonment work and associated permitting.

Qualified bidders must possess a water well contractor license in the state of Florida per the requirements in Florida Administrative Code 62-531.

Note: Contractor *must* have proper licensing and be able to provide evidence of same, if requested, at time of award.

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 bid.

The contractor shall have previous construction experience in plugging and abandonment of Biscayne Aquifer Water Supply Wells. Bidder shall submit proof of the plugging and abandonment of their water supply wells for a minimum of three distinct projects of similar scope and scale (or larger) within the past 10 years 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 SHOULD NOT INCLUDE CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS INTERESTED IN WORK EXPERIENCE AND REFERENCES 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 Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

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Allowance	\$
Maintenance of traffic allowance	
Permit fee allowance	3,000
Code Red alert compensation	5,000
TOTAL	\$8,000

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

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

10.1 General Information

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

- a) The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- b) The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days’ notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies

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affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.

- c) Contractor shall, as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.2 Property Insurance (Builder's Risk): - N/A

10.3 Commercial General Liability:

- a) Limits of Liability:

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

- b) Endorsements Required:

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

10.4 Business Automobile Liability

- a) Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit	
All Autos used in completing the contract	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

- b) Endorsements Required:

Waiver of Subrogation

10.5 Workers' Compensation and Employer's Liability Insurance

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Limits:

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

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

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

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

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

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

NOTE: CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE.

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

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

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

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

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

Number of awards anticipated: 1

12. **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as **Luis Oliveira**, whose address is **100 North Andrews, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-5877, and email address is loliveira@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)*

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

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

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:** \$190.00

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

ARTICLE 2 – SCOPE OF WORK

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

DIXIE WELLFIELD ABANDONMENT
ITB 673-11952 PROJECT 12237

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

PROJECT DESCRIPTION

This project is located at the Fort Lauderdale Executive Airport, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, plugging and removal of six (6) water supply wells, including concrete structures, as well as all piping and electrical wiring and equipment.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Luis Oliveira**, whose address is **100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301**, **telephone number: (954) 828-5877, and email address is loliveira@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 attached to this Agreement, are made a part hereof and consist of the following:

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

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

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

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

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

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 14 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 100 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 120 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

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

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

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

ARTICLE 7 – PAYMENT

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

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

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

8.8 Labor

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

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

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

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

8.9 Materials:

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

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

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

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

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

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

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

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

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

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

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

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

8.18 Safety and Protection:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

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

ARTICLE 10 – BONDS AND INSURANCE

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

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

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

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

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

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

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

10.3.2 Property Insurance (Builder's Risk): - N/A

10.3.3 Commercial General Liability

- A. Limits of Liability:
- | | |
|---|-------------|
| Bodily Injury and Property Damage - Combined Single Limit | |
| Each Occurrence | \$1,000,000 |
| Project Aggregate | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Personal Injury | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |

- B. Endorsements Required:
- City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations

Products/Completed Operations
 Independent Contractors
 Owners and Contractors Protective Liability
 Contractor's Pollution Liability – **N/A**

10.3.4 Business Automobile Liability

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

10.3.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

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

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 – INDEMNIFICATION

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

ARTICLE 13 – CHANGES IN THE WORK

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

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

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

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

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

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

14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

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

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

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

ARTICLE 16 – LIQUIDATED DAMAGES

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

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

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

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

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

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

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

ARTICLE 18 – DISPUTE RESOLUTION

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

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

ARTICLE 19 – NOTICES

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

To the City:

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

with copy to the:

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City’s liability for any cause of action arising out of this Agreement, so that the City’s liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor’s recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City’s liability as set forth in Section 768.28, Florida Statutes, or to extend the City’s liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney’s fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

ARTICLE 21 – GOVERNING LAW

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

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 **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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not

have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 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 that ordinarily and necessarily would be 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 (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the 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 Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SAMPLE CONSTRUCTION AGREEMENT

Dixie Wellfield Demolition
(Contractor)
Project 12237

CITY

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

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

By: _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

SAMPLE CONSTRUCTION AGREEMENT

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida corporation.

By _____

Print Name

PRINT NAME

Title

ATTEST:

Print Name

BY: _____

PRINT NAME

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ (Name), as _____ (Title) of _____ (CONTRACTOR), a Florida corporation, on behalf of the Corporation.

SEAL

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known or Produced Identification:

Type of Identification Produced: _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC - 04 - CONTROL OF THE WORK - The Public Works Director shall have full control and direction of the Work in all respects. The Public Works Director and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Public Works Director may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Public Works Director so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Public Works Director, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish

such light, satisfactory to the Public Works Director, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

Where lifting operations involving the use of specialized cranes are required as part of construction, Contractor must make undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the job operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.

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

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

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

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

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

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

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

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

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

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description

4. Estimated Cost
5. Completion Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC – 27 – PUBLIC RECORDS/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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

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

Telephone Number: (954) 828-5002

Mailing Address: City Clerk's Office
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the 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 Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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SECTION 01005
INTENT OF DRAWINGS AND SPECIFICATIONS

- A. Intent of specifications and drawings is to cover an installation complete in every respect. It is not intended to give every detail on drawings and in specifications. The OWNER will not be responsible for absence of any detail which the CONTRACTOR may require, nor for any special construction which may be found necessary as work progresses. If an item is either indicated or specified, it shall be considered sufficient for inclusion of said item in contract. The CONTRACTOR shall furnish and install materials and equipment usually furnished with such systems, and as needed to complete an operating installation, whether mentioned or not, which are customary to its trade.
- B. Incidental accessories not usually shown or specified but which are necessary for the proper installation and operation shall be included in work without additional cost to the OWNER, the same as if herein specified.
- C. Any apparatus, appliance, material or work not shown on but mentioned in the specifications, or vice versa, or any incidental accessories necessary to make the work complete and ready for operation, shall be furnished, delivered, and installed by the CONTRACTOR without additional cost to the OWNER.
- D. Drawings are diagrammatic and indicate the general arrangement of systems and work indicated (do not scale the drawings). Consult the OWNER or ENGINEER for exact locations of fixtures, appurtenances, etc., where these items are not definitely located on the drawings.
- E. The OWNER's or ENGINEER's interpretation of drawings and specifications shall be final and binding upon CONTRACTOR.
- F. The CONTRACTOR shall visit site prior to submitting bid, and thoroughly investigate and verify all conditions under which work shall be performed.

- END OF SECTION -

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SECTION 01010 - SUMMARY OF WORK

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This project consists of plugging and abandoning six water supply wells at Fort Lauderdale Executive Airport. A portion of the well abandonment work will take place on property owned by the City of Fort Lauderdale. Another portion of the well abandonment work will take place on property south of Fort Lauderdale Executive Airport that is owned by Spectrum 1500 Building Associates LTD. The work also includes demolition of all above ground features associated with the well, including piping, valves, concrete structures and electrical. Additionally, the work includes cutting and capping the buried raw water piping nearby each well. It is unknown whether the existing raw water piping at the wells to be abandoned is pressurized. The Contractor shall complete field verification prior to cutting of pipe.
- B. Wherever the Contract Documents address a third party, (i.e., subcontractor, manufacturer, etc.), it is to be considered as the Contractor through the third party.
- C. Wherever a reference to number of days is noted, it shall be defined as calendar days.
- D. The project area for the wells owned by the City of Fort Lauderdale is located in Broward County, Florida, Township 49S, Range 42E, Section 08 (PW-21 located in Fort Lauderdale Executive Airport) and Section 16 (PW-2, 3, 6, 7, 8 and 9). The Contractor shall note that the work will take place on Fort Lauderdale Executive Airport property and on Lockhart Stadium property which are both owned by the City of Fort Lauderdale. The Contractor shall also note that work for PW-2 will take place on property owned by Spectrum 1500 Building Associates LTD. The Contractor shall confine their construction activities to the limits of work shown in the Drawings.
- E. The project area for PW-2 that is located on property owned by Spectrum 1500 Building Associates LTD is located nearby 1500 NW 49th St., Ft. Lauderdale, FL 33309.
- F. Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the City, the Engineer and the City's agents from any and all legal action that may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.

1.02 CONTRACT DOCUMENTS

- A. The Work to be done is shown on the Drawings and specified herein. The numbers and titles of all Drawings appear on the cover sheet of the Drawings. All Drawings shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as

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08110, 13182, 15206, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. For example, Division 16 would thus include Sections 16000 through 16999 and would mean all electrical specifications.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for review. No such departures shall be made without the prior written acceptance of the Engineer.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

A. PART A – MOBILIZATION:

1. Obtain necessary permits, mobilize to site, and set up staging area.
2. Part B (below) shall not proceed until the following are complete:
 - a. Obtain all permits needed,
 - b. Complete Fort Lauderdale Executive Airport Training as described in the Specification titled "Coordination."

B. PART B – PRODUCTION WELL PLUGGING AND ABANDONMENT: The number and location of the wells to be plugged and abandoned is illustrated on the Contract Drawings. The following is a general outline for the plugging and abandonment of production wells and irrigation wells:

1. Coordinate with the City for the City to remove the Florida Power and Light (FPL) electrical service to each well prior to start of well plugging and abandonment work.
2. Initiate demolition of the existing wellhead surface facilities, including electrical utility connections, buildings, electrical and control panels, concrete pads and above ground piping, to allow setting up of the drilling equipment at the wells.
3. Mobilize and set up drilling equipment at the well to be plugged and abandoned.
4. Run x-y caliper log to confirm physical characteristics of casing and open hole.
5. Back-plug open hole to within 5 feet of the bottom of the casing with clean 6/20 silica sand.

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6. Grout the open hole and casing to within 3 to 5 feet of land surface with Type II neat cement. Cut the casing off 3 to 5 feet below land surface.
7. Cap the well with neat cement.
8. Cap the abandoned existing underground raw water pipelines.
9. Complete the demolition of the wellhead surface facilities.
10. Clean up site, restore disturbed areas, including grass disturbed by Contractor's operations, and demobilize equipment.
11. Repeat above steps for each well to be abandoned.

PART C – PIPE GROUTING AND MISCELLANEOUS DEMOLITION:

1. Grout the existing raw water pipelines to be abandoned in-place as indicated on the Drawings.
2. Demolish the valve and bollards as indicated on the Drawings.

1.05 WORK BY OTHERS

- A. The Contractor's attention is directed to the fact that other contractors may conduct other work at the site(s) during the performance of the work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- B. When two or more contracts are being executed at one time on the same or adjacent areas in such manner that work on one contract may interfere with that on another, the City shall determine the sequence and order of the work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the City to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use or territory shall be made the basis of any claim of delay or damage.
- C. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

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1.06 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor's use of the project site shall be limited to its demolition operations, including on-site storage of materials, and on-site fabrication facilities, as noted in the "Staging Area" as shown on the "Well Location Map".
- B. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible and not less than twice per week. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.07 OWNER USE OF THE PROJECT SITE

- A. The City may utilize all or part of the facilities during the entire period of construction for the conduct of the City's normal operations. The Contractor shall cooperate with the City to minimize interference with the Contractor's operations and to facilitate the City's operations. The Owner at the Fort Lauderdale Executive Airport is the City of Fort Lauderdale. The Owner at the Spectrum 1500 Building Associates Building is the building management. The Owner of the wells and the raw water piping is the City of Fort Lauderdale.

1.08 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City.
- B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City.

1.09 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the City may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will

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be given due consideration by the City before assessing engineering and inspection charges against the Contractor.

- B. The normal time of work under this Contract is defined in the City's General Conditions. Work beyond these hours will result in additional expense to the City. Any expenses and/or damages, including the cost of the Engineer's on site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor.
- C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$800 per day for field personnel and \$1,200 per day for engineering personnel, based on an eight hour workday.
- D. Charges for additional City's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.10 TIME OF WORK

- A. If it shall become imperative to perform work at night, the City and Engineer shall be informed in writing a reasonable time in advance of the beginning of such work (minimum of 48 hours). Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- B. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather.

1.11 PERMITS

- A. It shall be the Contractor's responsibility to secure all permits of every description required to initiate and complete the Work under this contract.
- B. The Contractor and subcontractors must obtain all necessary permits for disposal of its drill cuttings, drilling fluids, test fluids, development fluids and any other fluids produced, as well as any other permit required by any other regulatory agency. The Contractor or subcontractors shall also be responsible to call for inspections required in Section 305 of the Florida Building Code.
- C. No separate or direct payment will be made to the Contractor for permits and inspection requirements, but all such costs shall be included in the applicable items in their bid.
- D. The Engineer will furnish signed and sealed sets of Contract Documents to the Contractor for permit acquisition as required.

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- E. The Contractor shall furnish to the Engineer copies of all permits prior to commencement of Work requiring permits. No payments will be made for work completed without first acquiring and furnishing two copies of each permit to the Engineer.

1.12 SITE CONDITIONS

- A. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available to the City. The Contractor acknowledges that there are no unforeseen conditions and shall not receive any additional compensation for any claims of unforeseen conditions.

1.13 DIMENSIONS OF EXISTING FACILITIES

- A. Where the dimensions and locations of existing improvements are of critical importance in the installation or connection of new work, the Contractor shall verify such dimensions and locations in the field prior to the fabrication and/or installation of materials or equipment, which are dependent on the correctness of such information.

1.14 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the City of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the City of the tank or device to prevent the occurrence of fire or explosion.

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1.15 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

1.16 FIRST AID FACILITIES AND ACCIDENTS

- A. First Aid Facilities: The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.
- B. Accidents:
 - 1. The Contractor shall promptly report, in writing, to the Engineer and City all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
 - 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City and the Engineer.
 - 3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and City, giving full details of the claim.

1.17 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other contractors as the Engineer directed, then the City shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The

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City, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any Contractor.

- D. The Contractor shall indemnify and hold the City and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly.
 - E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the City for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the City or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other contractors.
 - F. Should any other Contractor having or who shall hereafter have a Contract with the City for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the City harmless from all such claims.
 - G. The City's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.
- 1.18 BLASTING AND EXPLOSIVES
- A. Blasting shall not be allowed.
- 1.19 LIMITS OF WORK AREA
- A. The Contractor shall confine its construction operations to within approximately a 100'x100' area adjacent to each well to be abandoned. The Contractor's use of the project site shall be limited to its demolition operations, including on site storage of materials, and on site fabrication facilities, as noted in the "Staging Area" as shown on the "Well Location Map".

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1.20 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind. The City reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the City for damage to the work from weather elements.
- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the Engineer; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.

1.21 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.
- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period.
- D. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the City may, upon five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City, cause such work for which the Contractor is responsible to be accomplished to the extent deemed

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necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

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SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Payment for the various items in the Schedule of Payment items, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work, all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.
- B. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of Work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

1.02 SUBMITTALS

- A. Informational:
 - 1. Schedule of Values: Submit schedule on CITY's form.
 - 2. Application for Payment.
 - 3. Final Application for Payment.
- B. Submittals shall be in accordance with Section 01300 entitled "Submittals" and with "Construction Standards and Specifications of the City of Fort Lauderdale", Second Edition, January 1982 or latest edition thereof.

1.03 SCHEDULE OF VALUES

- A. Prepare a schedule of values for the Work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.

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C. Lump Sum Work:

1. Reflect schedule of values format included in conformed Bid Form.
2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
3. Break down by Divisions 1 through 17 with appropriate subdivision of each Specification.

D. Summation of the complete schedule of values representing all the Work shall equal the Contract Price.

F. The Contractor shall submit a Schedule of Values for review with the return of the executed Agreement to the CITY. The schedule shall contain the installed value of the component parts of Work for the purpose of making progress payments during the construction period.

G. The schedule shall be given in sufficient detail for proper identification of Work accomplished. The Schedule of Values shall directly correlate to each activity outlined in the construction progress schedule and the construction network analysis (specified in the section entitled "Submittals") to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.

H. If the Contractor anticipates the need for payment for materials stored on the project site or off-site in bonded warehouse, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Values. Payment for stored materials shall comply with requirements of General Conditions.

1.04 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form provided.
- C. Include accepted schedule of values for each portion of Work and the unit price breakdown for the Work to be paid on unit price basis, and a listing of CITY-selected equipment, if applicable, and allowances, as appropriate.

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D. Preparation:

1. Round values to nearest dollar.
2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.
3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by the Engineer or City.

1.05 MEASUREMENT—GENERAL

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

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core will be calculated as linear feet of acceptable recovered core per linear feet of cored interval in accordance with ASTM D6032-02 (2006) Standard Method for determining Rock Quality Designation (RQD) of Rock Core.

- H. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the Engineer.

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

1.07 PAYMENT

A. General:

1. Progress payments will be made monthly.
2. The date for Contractor’s submission of monthly Application for Payment shall be established at the Preconstruction Conference.

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BASE BID

A. Payment for Lump Sum Work covers all Work specified or shown for the following items:

ITEM	DESCRIPTION										
<p>Base Bid Item</p> <p>1. Mobilization and Demobilization (sum of mobilization and demobilization shall not exceed 5% of the contract price less item 1)</p>	<p>Payment for mobilization and demobilization will be made at the lump sum price named in the Bid schedule. Mobilization and demobilization include but are not limited to, mobilization, demobilization, pre-construction photography and video, site cleanup, computer, insurance, labor associated with permit acquisition, staging area, storage, temporary construction facilities, sanitary facilities, site cleanup, project coordination, testing, compliance with Florida Trench Safety Act, project sign, insurance, bonds, and indemnification. Partial payments for mobilization will be made as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Construction % Complete Allowable</th> <th style="text-align: center;">% of Lump Sum for Mobilization</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">25</td> <td style="text-align: center;">75</td> </tr> <tr> <td style="text-align: center;">100</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>1. Mobilization/Demobilization LS</p>	Construction % Complete Allowable	% of Lump Sum for Mobilization	5	25	10	50	25	75	100	100
Construction % Complete Allowable	% of Lump Sum for Mobilization										
5	25										
10	50										
25	75										
100	100										
<p>Base Bid Item</p> <p>2. Permitting Allowance</p>	<p>Payment for permit fees will be based upon the actual permit fees required by the Contractor from the various agencies having jurisdiction for construction of the project, in accordance with the Contract Documents. The allowance amount shown on the bid schedule is an estimate of permit fees required for the project and is a cost pass through item and no mark-ups will be added to this item. The Contractor shall produce documentation upon request verifying actual cost. Only permit fees substantiated by the Contractor and approved by the Engineer will be paid as part of this bid item.</p> <p>2. Permitting Allowance Allowance</p>										

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ITEM	DESCRIPTION
Base Bid Item 3. All Work Described in the Contract Documents	This item shall include all work described in the contract documents that is not otherwise included in items 1 through 4 above and not included in the Alternate Bid items. Included in this item is the complete furnishing of all equipment, supervision, labor, equipment, materials and all other items necessary for the plugging and abandonment of water supply wells PW-2, PW-3, PW-7, PW-8, PW-9, and PW-21 at the Fort Lauderdale Executive Airport. The item also includes demolition of all above ground features associated with the wells PW-2, PW-3, PW-7, PW-8, PW-9, and PW-21 including piping, valves, concrete structures and electrical utility connections associated with the wells. This item also includes restoring the surface of all areas disturbed by the work along with labor and materials as required to protect airport features at the Fort Lauderdale Executive Airport and landscaping and parking lot features on the property owned by Spectrum 1500 Bulding Associates LTD. Furthermore, this item includes excavation, cutting, capping, plugging, backfilling, compacting, and surface restoration, for the abandonment of existing buried piping, along with the grouting of pipe shown on the drawings to be grouted. 3. All Work Described in the Contract Documents LS

1.08 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

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

1.09 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to Engineer.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

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MEASUREMENT AND PAYMENT

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1.10 ALLOWANCES

- A. The allowances shall be used only at the discretion of and as ordered by the CITY for such items as unit price items exceed estimated quantities, and any associated work requested by the CITY including all labor, materials, and services for modifications or extra work to complete the Project that was anticipated, but not specifically included in this Contract.
- B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the CITY.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

PROJECT NO. 12237

SECTION 01040 - COORDINATION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall allow the CITY or their agents and contractors from other projects or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances which may be required to be installed at or in the work. The CONTRACTOR shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the CITY, or others, to be done in connection with his work, or in connection with normal use of the facilities.
- B. Each CONTRACTOR shall cooperate fully with the CITY, the ENGINEER, and all other CONTRACTORS employed on the work, to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the ENGINEER shall be anticipated by the CONTRACTOR to provide ample time for inspection, or the preparation of instructions.
- C. Each CONTRACTOR shall assume full responsibility for the correlation of all parts of his work with that of other CONTRACTORS. Each CONTRACTOR's superintendent shall correlate all work with other CONTRACTORS in the laying out of work. Each CONTRACTOR shall lay out his own work in accordance with the Drawings, Specifications, and instructions of latest issue and with due regard to the work of other CONTRACTORS.
- D. Periodic coordinating conferences shall be held in accordance with Section 01200, Project Meetings, of these Contract Documents.

1.02 SUBMITTALS

- A. Informational:
 - 1. Statement of Qualification (SOQ) for land surveyor or civil engineer.
 - 2. Statement of Qualifications (SOQ) for professional videographer.
 - 3. Photographs: Submit two labeled compact disks with digital photographs in JPG format.
 - 4. Video Recordings: Submit one copy within 5 days of being taken. Submit video recordings on compact disk in DVD format.

1.03 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work.

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COORDINATION

PROJECT NO. 12237

1. Contact the City of Fort Lauderdale Public Services Department at 954-828-8000 for water and sewer utility locations.
 2. Contact Sunshine State One Call at 1-800-432-4770 at least 48 hours prior to any excavation.
- B. If damage occurs, or if conflicts or emergencies arise during Work, contact the appropriate utility.
1. Fiveash Regional Water Treatment Plant
 - a. Contact Person: Chief Operator
 - b. Telephone: 954-828-7838
 2. Fort Lauderdale Executive Airport
 - a. Contact Person: Assistant Airport Manager
 - b. Telephone: 954-828-4955
 3. Electricity Company: Florida Power and Light
 - a. Telephone: 954-321-2258
 - b. Alternate Telephone: 954-717-2082.
 4. Telephone Company: BellSouth
 - a. Contact Person: Robert Lowen
 - b. Telephone: 954-423-6235
 5. Water and Sewer Department: Fort Lauderdale Public Services Department
 - a. Contact Person: Emergency Hotline
 - b. Telephone: 954-828-8000
 6. Gas Company: Peoples Gas
 - a. Telephone: 305-957-3857, ext. 7490
 - b. Alternative Telephone: 877-832-6747
 7. Cable TV: ATT/Broadband
 - a. Contact: Andy Vaspasiano
 - b. Telephone: 954/538.9360
 8. Cable TV: Comcast
 - a. Telephone: 888-266-2278
 9. Broward County Traffic Engineering Division (For Traffic Signal Communications Systems Underground Cable):
 - a. Contact: Keith Smith
 - b. Telephone: 954-484-9600, ext. 280
 10. Spectrum 1500 Building Associates Ltd
 - a. Contact: Building Management
 - b. Telephone: 954-771-3810

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COORDINATION

PROJECT NO. 12237

11. Lockhart Stadium
 - a. Contact: Stadium Manager
 - b. Telephone: 954-606-0400

1.04 ADJACENT FACILITIES AND PROPERTIES

A. Examination:

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

B. Documentation:

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

1.05 PHOTOGRAPHS

- A. Photographically document all portions of the well plugging and abandonment along with the demolition of wellhead surface facilities. Photographically document the abandonment of underground raw water pipelines. Photographically document other work items that will not otherwise be visible after project completion.
- B. Photographs shall be digital JPG format.
- C. City and Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.
- D. Progress Photos:
 1. Photographically demonstrate progress of demolition, showing every aspect of site and adjacent properties as well as interior and exterior of impacted structures.
- E. Digital Photographs:

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COORDINATION

PROJECT NO. 12237

1. Format: JPG.
2. Provide digital files on labeled compact disks.

1.06 AUDIO-VIDEO RECORDINGS

- A. Prior to beginning Work on construction site or of a particular area of the Work, and again within 10 days following date of Substantial Completion, videograph construction site and property adjacent to construction site.
 1. Pre-Construction Audio – Video Recording: Within 10 days following the Notice-To Proceed videograph all of the wells that will be plugged and abandoned along with all other demolition locations (e.g., electrical vaults).
 2. Post-Construction Audio – Video Recording: Within 10 days following the date of Substantial Completion videograph the same areas shot during the Pre-Construction Audio -Video Recording.
- B. In the case of pre-construction recording, no Work shall begin in the area prior to Engineer's review and approval of content and quality of video for that area.
- C. Particular emphasis shall be directed to physical condition of existing vegetation, structures, and pavements within pipeline alignment and areas adjacent to and within the right-of-way or easement, and on CONTRACTOR storage and staging areas.
- D. City and Engineer shall have right to select subject matter and vantage point from which videos are to be taken.
- E. Video recording shall be by a professional commercial videographer, experienced in shooting construction videos.
- F. Video Format and Quality:
 1. DVD format, with sound.
 2. Video:
 - a. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
 - b. Electronically, and accurately display the month, day, year, and time of day of the recording.
 3. Audio:
 - a. Audio documentation shall be done clearly, precisely, and at a moderate pace.

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COORDINATION

PROJECT NO. 12237

- b. Indicate date, Project name, and a brief description of the location of recording, including:
 - 1) Facility name;
 - 2) Street names or easements;
 - 3) Addresses of private property; and
 - 4) Direction of coverage, including engineering stationing, if applicable.

G. Documentation:

- 1. Video Label:
 - a. Tape number (numbered sequentially, beginning with 001).
 - b. Project Name.
 - c. Name of street(s) or easement(s) included.
 - d. Applicable location by engineering stationing.
 - e. Date and time of coverage.
- 2. Project Video Log: Maintain an ongoing log that incorporates above noted label information for videotapes on Project.

1.07 FORT LAUDERDALE EXECUTIVE AIRPORT ACCESS

- A. The Contractor shall coordinate with the City and Fort Lauderdale Executive Airport Staff to access each well site.
- B. PW-21 is located within the airport security fence line. All Contractor personnel working on PW-21 are required to attend an airport security and badging class prior to obtaining access to the airfield.
- C. At least 5 days prior to date of required airfield access, the Contractor shall coordinate with the City and Fort Lauderdale Executive Airport Staff.
- D. Contractor shall submit a "Notice of Proposed Construction or Alteration" to the Federal Aviation Administration (FAA) for the staging area as well as each well site. One form shall be submitted for each respective area. Refer to Appendix C of these Specifications for additional information.

PART 2 - PRODUCTS (NOT USED)PART 3 – EXECUTION (NOT USED)

- END OF SECTION -

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COORDINATION

PROJECT NO. 12237

SECTION 01070 - ABBREVIATIONS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

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

1.02 ABBREVIATIONS AND ACRONYMS

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ACPA	American Concrete Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGMA	American Gear Manufacturer's Association
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APHA	American Public Health Association
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers

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ABBREVIATIONS

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ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BCDPEP	Broward County Department of Planning and Environmental Protection (formerly BCDNRP)
BCDEP	Broward County Department of Environmental Protection (formerly BCDNRP and formerly BCDPEP)
BCHD	Broward County Health Department
BHMA	Builders Hardware Manufacturer's Association
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Systems and Automation
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturers Association
MMA	Monorail Manufacturers Association
MTI	Marine Testing Institute
NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers

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ABBREVIATIONS

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NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health
NIST	National Institute of Standards and Testing
NRCA	National Roofing Contractors Association
NSF	National Science Foundation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society of Protective Coatings
SSPWC	Standard Specifications for Public Works Construction
SFWMD	South Florida Water Management District
UL	Underwriters Laboratories, Inc.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

PROJECT NO. 12237

SECTION 01090 - REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date of the opening of bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, Specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes.
- B. References herein to "Building Code" shall mean the Florida Building Code (FBC). The latest edition of the code as approved and used by the local agency as of the date of the opening of bids, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall follow the most stringent requirements.

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REFERENCE STANDARDS

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- D. Applicable Standard Specifications: The CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.
- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

-END OF SECTION-

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REFERENCE STANDARDS

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SECTION 01200 - PROJECT MEETINGS

PART 1 -- GENERAL

1.01 PRECONSTRUCTION MEETING

A. General: A pre-construction meeting will be held after Award of Contract, but prior to starting work at the site. The Engineer will schedule the meeting at a mutually agreed time.

B. Location:

1. Fiveash Regional Water Treatment Plant
First Floor Training Room
4321 NW 9th Avenue
Fort Lauderdale, Florida 33309
Contact: Chief Operator
Phone: (954) 828-7838

C. Attendance:

1. City
2. Contractor
3. Major subcontractors
4. Safety representative
5. Representative of Fort Lauderdale Executive Airport
6. Representatives of governmental or other regulatory agencies.
7. Resident Project Representative (RPR)

D. Minimum Agenda: The purpose of the meeting is to designate responsible personnel and establish a working relationship. The agenda will include the following:

1. Tentative construction schedule
2. Critical work sequencing
3. Designation of responsible personnel
4. General Guidelines for Processing of Field Decisions and Change Orders
5. Adequacy of distribution of Contract Documents
6. Submittal of Shop Drawings and samples

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7. Procedures for maintaining record documents
8. Use of site and City's requirements.
9. Major equipment deliveries and priorities
10. Safety and first aid procedures
11. Security procedures
12. Housekeeping procedures
13. Processing of Partial Payment Requests
14. General regard for community relations
15. Startup coordination and guidelines
16. Fort Lauderdale Executive Airport Access Requirements

- E. Duties: The Engineer will preside at the meeting and will keep and distribute meeting minutes.

1.02 PROGRESS MEETING

- A. Frequency: Progress meetings will be held monthly during the performance of the work of this Contract. Additional meetings may be called as progress of work dictates. Meetings may be held less frequently at the discretion of the Engineer.

B. Location:

1. Location to be determined by Engineer and City

C. Attendance:

1. City
2. Contractor
3. Sub-contractors active on-site.
4. Resident Project Representative (RPR)
5. The CONTRACTOR may at its discretion request attendance of its suppliers and manufacturers.

- D. Minimum Agenda: The purpose of the meetings will be to review progress of the work and maintain coordination efforts. The agenda will include the following:

1. Review and approve minutes of previous meetings.

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PROJECT MEETINGS

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2. Review progress of Work since last meeting.
 3. Review proposed 30-60 day construction schedule.
 4. Note and identify problems which impede planned progress.
 5. Develop corrective measures and procedures to regain planned schedule.
 6. Revise construction schedule as indicated and plan progress during next work period.
 7. Maintaining of quality and work standards.
 8. Complete other current business.
 9. Schedule next progress meeting.
- E. Duties: The Engineer will preside at the meeting and will keep and distribute meeting minutes.

PART 2 – PRODUCTS - (NOT USED)

PART 3 – EXECUTION - (NOT USED)

- END OF SECTION -

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PROJECT MEETINGS

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SECTION 01300 – SUBMITTALS

PART 1 -- GENERAL

1.01 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor, that requires Engineer's approval.
- B. Informational Submittal: Information submitted by Contractor, that does not require Engineer's approval. Submittals not meeting conditions of the Contract will be returned.

1.02 PROCEDURES

- A. The Contractor shall utilize Primavera Expedition or approved (by Engineer and City) scheduling software, to prepare and submit all construction related correspondence, (transmittals, RFI's, proposals, etc.). During the preconstruction meeting the Contractor shall be instructed by the City on the details of submitting correspondence from approved scheduling software for this project.
- B. Direct submittals to Engineer at the following address, unless specified otherwise.
 - 1. Hazen and Sawyer, 4000 Hollywood Boulevard, Suite 750N, Hollywood, FL 33021, Attn: George A. Brown, P.E., E-mail: gbrown@hazenandsawyer.com
- C. Transmittal of Submittal:
 - 1. Contractor shall:
 - a. Review each submittal and check for compliance with Contract Documents.
 - b. Stamp each submittal with uniform approval stamp before submitting.
 - 1) Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 - 2) Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action
 - 2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form attached at end of this section.

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3. Identify each submittal with the following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.
 - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and City's project number.
 - d. Date of transmittal.
 - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
 4. Identify and describe each deviation or variation from Contract Documents.
- D. Format:
1. Do not base Shop Drawings on reproductions of Contract Documents.
 2. Package submittal information by individual specification section. Do not combine different specification sections together in submittal package, unless otherwise directed in Specification.
 3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
 4. Index with labeled tab dividers in orderly manner.
- E. Timeliness: Schedule and submit in accordance with schedule of Shop Drawing and Sample submittals, and requirements of individual Specification sections.
- F. Processing Time:
1. Time for review shall commence on Engineer's receipt of submittal.
 2. Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 21 days after receipt, unless otherwise specified.
 3. Re-submittals will be subject to same review time.
 4. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmittals.
- G. Resubmittals: Clearly identify each correction or change made.

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H. Incomplete Submittals:

1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp completed and signed.
 - b. Transmittal of Contractor's Submittal, completed and signed.
 - c. Insufficient number of copies.

I. Submittals not required by Contract Documents:

1. Will not be reviewed and will be returned stamped "Not Subject to Review".
2. Engineer will keep one copy and return all remaining copies to Contractor.

1.04 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual Specification sections.

B. Shop Drawings:

1. Copies: 1 PDF
2. Identify and Indicate:
 - a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers
 - b. Equipment and Component Title: Identical to title shown on Drawings.
 - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.
3. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to the Work.
 - b. Supplement standard information to provide information specifically applicable to the Work.
4. Product Data: Provide as specified in individual Specification sections.

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5. Foreign Manufacturers: When proposed, include following additional information:
 - a. Names and addresses of at least 2 companies that maintain technical service representatives close to Project.
 - b. Complete list of spare parts and accessories for each piece of equipment.
- B. Samples:
1. Copies: 3, unless otherwise specified in individual Specification sections.
 2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
 - a. Manufacturer name.
 - b. Model Number.
 - c. Material.
 - d. Sample source.
 3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
 4. Full-size Samples:
 - a. Size as indicated in individual Specification section.
 - b. Prepared from same materials to be used for the Work.
 - c. Cured and finished in manner specified.
 - d. Physically identical with product proposed for use.
- D. Action Submittal Dispositions: Engineer will review, mark, stamp as appropriate, and distribute marked-up copies as noted:
1. Approved:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution:
 - 1) One copy furnished Resident Project Representative.
 - 2) One copy furnished City.
 - 3) One copies retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.

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2. Approved as Noted:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - b. Distribution:
 - 1) One copy furnished Resident Project Representative.
 - 2) One copy furnished City.
 - 3) One copies retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.
3. Partial Approval, Resubmit as Noted:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Distribution:
 - 1) One copy furnished Resident Project Representative.
 - 2) One copy furnished City.
 - 3) One copies retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.
4. Revise and Resubmit:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.
 - b. Distribution:
 - 1) One copy furnished Resident Project Representative.
 - 2) One copy furnished City.
 - 3) One copies retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.

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1.05 INFORMATIONAL SUBMITTALS

A. General:

1. Copies: Submit 4 copies, unless otherwise indicated in individual Specification section.
2. Refer to individual Specification sections for specific submittal requirements.
3. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copies to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will retain one copy and return remaining copies with review comments to Contractor, and require that submittal be corrected and resubmitted.

B. Application for Payment: In accordance with Section 01025, MEASUREMENT AND PAYMENT and with Construction Standards and Specifications of the City of Ft. Lauderdale, Second Edition, January 1982, or Latest Edition thereof.

C. Certificates:

1. General:

- a. Provide notarized statement that includes signature of entity responsible for preparing certification.
 - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
2. Welding: In accordance with individual Specification sections.
 3. Installer: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.
 4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
 5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual Specification sections.

D. Construction photographs and video: In accordance with Section 01040, COORDINATION, and as may otherwise be required in Contract Documents.

E. Contract Closeout Submittals: In accordance with the Section entitled "Project Closeout".

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F. Contractor-Design Data:

1. Written and graphic information.
2. List of assumptions.
3. List of performance and design criteria.
4. Summary of loads or load diagram, if applicable.
5. Calculations.
6. List of applicable codes and regulations.
7. Name and version of software.
8. Information requested in individual Specification section.

G. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.

H. Schedules:

1. Schedule of Shop Drawing and Sample Submittals: Prepare separately or in combination with Progress Schedule as specified in Section 01310, PROGRESS SCHEDULES.
 - a) Show for each, at a minimum, the following:
 - 1) Specification section number.
 - 2) Identification by numbering and tracking system as specified under Paragraph Transmittal of Submittal.
 - 3) Estimated date of submission to Engineer, including reviewing and processing time.
 - b) On a monthly basis, submit updated schedule to Engineer if changes have occurred or resubmittals are required.
2. Schedule of Values: In accordance with Construction Standards and Specifications of the City of Ft. Lauderdale, Second Edition, January 1982, or Latest Edition thereof.
3. Progress Schedules: In accordance with Section 01310, PROGRESS SCHEDULES.

I. Special Guarantee: Supplier's written guarantee as required in individual Specification sections.

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SUBMITTALS

PROJECT NO. 12237

- J. Statement of Qualification: Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals.
- K. Submittals Required by Laws, Regulations, and Governing Agencies:
1. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 2. Transmit to Engineer for City's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.
- L. Test and Inspection Reports:
1. General: Shall contain signature of person responsible for test or report.
 2. Factory:
 - a. Identification of product and Specification section, type of inspection or test with referenced standard or code.
 - b. Date of test, Project title and number, and name and signature of authorized person.
 - c. Test results.
 - d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - e. Provide interpretation of test results, when requested by Engineer.
 - f. Other items as identified in individual Specification sections.
 3. Field: As a minimum, include the following:
 - a. Project title and number.
 - b. Date and time.
 - c. Record of temperature and weather conditions.
 - d. Identification of product and Specification section.
 - e. Type and location of test, sample, or inspection, including referenced standard or code.

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- f. Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 - g. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - h. Provide interpretation of test results, when requested by Engineer.
 - i. Other items as identified in individual Specification sections.
- M. The supplements listed below, following "END OF SECTION", are part of this Specification.
- 1. Forms: Transmittal of Contractor's Submittal

PART 2 -- PRODUCTS

2.01 REQUIRED SUBMITTALS

- A. At the pre-construction meeting, the Contractor shall submit a list of the submittals required by the Contract Documents.

PART 3 – EXECUTION

(NOT USED)

- END OF SECTION -

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TO: Hazen and Sawyer, P.C.
4000 Hollywood Boulevard
Suite 750N
Hollywood, FL 33021
Attn: George A. Brown, P.E.

Submittal No.: _____

New Submittal Resubmittal

Project: _____

Project No.: _____

Specification Section No.: _____

FROM: _____

(Cover only one section with each transmittal)

Schedule Date of Submittal: _____

Contractor

SUBMITTAL TYPE: Shop Drawing Sample Informational

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. and Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____

Contractor (Authorized Signature)

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SECTION 01310 - PROGRESS SCHEDULES

PART 1 -- GENERAL

1.01 SUBMITTALS

Informational Submittals:

1. Preliminary Progress Schedule: Submit within 14 days after Notice to Proceed.
2. Detailed Progress Schedule:
 - a. Submit initial Detailed Progress Schedule within 60 days after Notice to Proceed.
 - b. Submit an Updated Progress Schedule at each update, in accordance with Article DETAILED PROGRESS SCHEDULE.
3. Submit with Each Progress Schedule Submission:
 - a. Contractor's certification that progress schedule submission is actual schedule being utilized for execution of the Work.
 - b. Disk file compatible with Microsoft Project, unless otherwise approved by Engineer.
 - c. Progress Schedule: four legible color copies.
 - d. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
4. Prior to final payment, submit a final Updated Progress Schedule.

1.02 PRELIMINARY PROGRESS SCHEDULE

- A. Submit a detailed schedule, beginning with Notice to Proceed, for minimum duration of 90 days, and a summary of balance of Project through Final Completion.
- B. Show activities including, but not limited to the following:
 1. Notice to Proceed.
 2. Permits.
 3. Submittals, with review time. Contractor may use schedule of Shop Drawings and Samples specified in Section 01300, SUBMITTALS.
 4. Early procurement activities for long lead equipment and materials.

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5. Initial site work.
 6. Earthwork.
 7. Specified Work sequences and construction constraints.
 8. Contract Milestone and Completion Dates.
 9. CITY-furnished products delivery dates or ranges of dates.
 10. Project closeout summary.
 11. Demobilization summary.
- C. Preliminary Progress Schedule will be resource/cost loaded to facilitate progress payments by the Engineer. Cost loading will reflect cash flows and Schedule of Values.
- D. Update Preliminary Progress Schedule monthly; as part of progress payment process. Failure to do so may cause City to withhold all or part of the monthly progress payment until the Preliminary Progress Schedule is updated in a manner acceptable to Engineer.
- E. Format: In accordance with Article PROGRESS SCHEDULE CRITICAL PATH NETWORK.

1.03 DETAILED PROGRESS SCHEDULE

- A. Submit Detailed Progress Schedule beginning with Notice to Proceed and continuing through Final Completion.
- B. Show the duration and sequences of activities required for complete performance of the Work reflecting means and methods chosen by Contractor.
- C. Detailed Progress schedule will be resource/cost loaded to facilitate progress payments by the Engineer. Cost loading will reflect cash flows and the Schedule of Values with the sum of all tasks equal to the contract total.
- D. When accepted by Engineer, Detailed Progress Schedule will replace Preliminary Progress Schedule and become Baseline Schedule. Subsequent revisions will be considered as Updated Progress Schedules.
- E. Format: In accordance with Article PROGRESS SCHEDULE-CRITICAL PATH NETWORK.
- F. Update monthly to reflect actual progress and occurrences to date, including weather delays.

1.04 PROGRESS SCHEDULE – CRITICAL PATH NETWORK

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PROGRESS SCHEDULES

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- A. General: The Progress Schedule will be a comprehensive computer-generated schedule using CPM scheduling methodologies and techniques.
- B. Contents:
1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
 2. Identify Work calendar basis using days as a unit of measure.
 3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the Work.
 4. Identify the Work of separate stages and other logically grouped activities, and clearly identify critical path of activities.
 5. Reflect sequences of the Work, restraints, delivery windows, review times, Contract Times and Project Milestones set forth in the Agreement and Section 01040, COORDINATION.
 6. Include as applicable, at a minimum:
 - a. Obtaining permits, submittals for early product procurement, and long lead time items.
 - b. Mobilization and other preliminary activities.
 - c. Initial site work.
 - d. Specified Work sequences, constraints, and Milestones, including Substantial Completion date(s) Subcontract Work.
 - e. Major equipment design, fabrication, factory testing, and delivery dates.
 - f. Delivery dates for City-furnished products, as specified in Section 01010, SUMMARY OF WORK, if applicable.
 - g. Sitework.
 - h. Interfaces with City-furnished equipment, if applicable.
 - i. Project closeout and cleanup.
 - j. Demobilization.
 7. No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day nor more than 14 days, unless otherwise approved.

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8. Activity duration for Submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from Engineer.
9. Constrained dates will not be utilized except for contractual start and complete dates, unless otherwise approved by the Engineer. All tasks will be logically tied, unless approved by the Engineer.

C. Network Graphical Display:

1. Plot or print on paper not greater than 30 inches by 42 inches or smaller than 11 inches by 17 inches, unless otherwise approved.
2. Title Block: Show name of Project, City, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate the current data date.
3. Identify horizontally across top of schedule the time frame by year, month, and day.
4. Identify each activity with a unique number and a brief description of the Work associated with that activity.
5. Indicate the critical path.
6. Show, at a minimum, the controlling relationships between activities.
7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
8. Plot activities on an early start basis unless otherwise requested by Engineer.
9. Plot to include current Early Bars as well as Target/Baseline bars.
10. Provide a legend to describe standard and special symbols used.

D. Schedule Report:

1. On 8-1/2-inch by 11-inch white paper, unless otherwise approved.
2. List information for each activity in tabular format, including , at a minimum:
 - a. Activity Identification Number.
 - b. Activity Description.
 - c. Original Duration.
 - d. Remaining Duration.
 - e. Early Start Date (Actual start on Updated Progress Schedules).

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- f. Early Finish Date (Actual finish on Updated Progress Schedules).
- g. Late Start Date.
- h. Late Finish Date.
- i. Total Float.

3. Sort reports, in ascending order, as listed below:

- a. Activity number sequence with predecessor and successor activity.

1.05 PROGRESS OF THE WORK

A. Updated Progress Schedule Shall Reflect:

- 1. Progress of Work to within 5 working days prior to submission.
- 2. Approved changes in Work scope and activities modified since submission.
- 3. Delays in Submittals or re-submittals, deliveries, or Work.
- 4. Adjusted or modified sequences of Work.
- 5. Other identifiable changes.
- 6. Revised projections of progress and completion.
- 7. Report of changed logic.

B. Produce detailed sub-schedules during Project, upon request of City or Engineer, to further define critical portions of the Work such as facility shutdowns.

C. Produce a highlighted 3-week Look Ahead Schedule for construction meetings on a weekly basis or as determined by the City or Engineer, with schedule information compiled from the latest DETAILED PROGRESS SCHEDULE update.

D. If Contractor fails to complete activity by its latest scheduled completion date and this failure is anticipated to extend Contract Times (or Milestones), Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct nonperformance and return to acceptable current progress schedule. Actions by Contractor to complete the Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

E. City may order Contractor to increase plant, equipment, labor force or working hours if Contractor fails to:

- 1. Complete a Milestone activity by its completion date.

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2. Satisfactorily execute Work as necessary to prevent delay to overall completion of Project, at no additional cost to City.
- F. Waiver of Inspector Overtime Costs: Certain phases of the directional drilling process will require 24-hour workdays. Therefore, the requirement to pay City inspector overtime as stated on Page OTC-1 of these Contract Documents shall be waived.

1.06 NARRATIVE PROGRESS REPORT

A. Format:

1. Organize same as Progress Schedule.
2. Identify, on a cover letter, reporting period, date submitted, and name of author of report.

B. Contents:

1. Number of days worked over the period, work force on hand, construction equipment on hand (including utility vehicles such as pickup trucks, maintenance vehicles, stake trucks).
2. General progress of Work, including a listing of activities started and completed over the reporting period, mobilization/demobilization of subcontractors, and major milestones achieved.
3. Contractor's plan for management of site (e.g., lay down and staging areas, construction traffic), utilization of construction equipment, buildup of trade labor, and identification of potential Contract changes.
4. Identification of new activities and sequences as a result of executed Contract changes.
5. Documentation of weather conditions over the reporting period, and any resulting impacts to the work.
6. Description of actual or potential delays, including related causes, and the steps taken or anticipated to mitigate their impact.
7. In the case that actual or potential delays have been identified, the Narrative Progress report should be accompanied by a proposed work around schedule to mitigate potential and or actual delays.
8. Changes to activity logic.
9. Changes to the critical path.
10. Identification of, and accompanying reason for, any activities added or deleted since the last report.

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11. Steps taken to recover the schedule from Contractor-caused delays.

1.07 SCHEDULE ACCEPTANCE

A. Engineer's Acceptance Will Demonstrate Agreement That:

1. Proposed schedule is accepted with respect to:
 - a. Contract Times, including Final Completion and all intermediate Milestones are within the specified times.
 - b. Specified Work sequences and constraints are shown as specified.
 - c. Specified City-furnished Equipment or Material arrival dates, or range of dates, are included.
 - d. Access restrictions are accurately reflected.
 - e. Submittal review times are as specified.
 - f. Resource/cost loading and schedule of values are equal to the total sum of the signed Contract.
2. In all other respects, Engineer's acceptance of Contractor's schedule indicates that, in Engineer's judgement, schedule represents reasonable plan for constructing Project in accordance with the Contract Documents. Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of that change, unless Contractor has explicitly called the nonconformance to Engineer's attention in submittal. Schedule remains Contractor's responsibility and Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct Project in accordance with the Contract Documents.

B. Unacceptable Preliminary Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process, during which time Contractor shall update schedule on a monthly basis to reflect actual progress and occurrences to date.

C. Unacceptable Detailed Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process.

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- D. Narrative Report: All changes to activity duration and sequences, including addition or deletion of activities subsequent to Engineer's acceptance of Baseline Progress Schedule, shall be delineated in Narrative Report current with proposed Updated Progress Schedule.

1.08 ADJUSTMENT OF CONTRACT TIMES

- A. Reference General Conditions.
- B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.
- C. Float:
1. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times.
 2. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of City and Contractor.
 3. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends Work beyond contract completion date.
- D. Claims Based on Contract Times:
1. Where Engineer has not yet rendered formal decision on Contractor's claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in progress schedule, Contractor shall reflect an interim adjustment in the progress schedule as acceptable to Engineer.
 2. It is understood and agreed that such interim acceptance will not be binding on either Contractor or City, and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.
 3. Contractor shall revise progress schedule prepared thereafter in accordance with Engineer's formal decision.

PART 2 – PRODUCTS - (NOT USED)

PART 3 -- EXECUTION - (NOT USED)

- END OF SECTION -

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SECTION 01400 - QUALITY CONTROL

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Testing Laboratory Services

1. Laboratory testing and checking required by the Specifications, including the cost of transporting all samples and test specimens, shall be provided and paid for by the City unless otherwise indicated in the Specifications.
2. Materials to be tested include, but are not necessarily limited to the following:
 - a. cement,
 - b. concrete aggregate,
 - c. concrete,
 - d. select backfill, crushed stone or gravel and sand,
3. Tests required by the City shall not relieve the Contractor from the responsibility of supplying test results and certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.
4. Procedure
 - a. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests.
 - b. The collection, field preparation and storage of field samples and test specimens shall be as directed by the Engineer with the cooperation of the Contractor.
5. Significance of Tests
 - a. Test results shall be binding on both the Contractor and the City, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the City, that the initial samples were not representative of actual conditions.
6. Supplementary and Other Testing

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- a. Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the City to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the City. Testing of this nature shall be conducted at the Contractor's expense.

1.02 IMPERFECT WORK, EQUIPMENT, OR MATERIALS

- A. Any defective or imperfect work, equipment, or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Any equipment or materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
- B. The Engineer may order tests of imperfect or damaged work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work, equipment, or material was not impaired, consistent with the final general appearance of same, the work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work, equipment, or materials has been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

1.03 INSPECTION AND TESTS

- A. The Contractor shall allow the Engineer ample time and opportunity for testing materials and equipment to be used in the work. He shall advise the Engineer promptly upon placing orders for material and equipment so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and his representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. The Contractor must anticipate possible delays that may be caused in the execution of his work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Engineer for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.
- B. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other Sections of the Specifications. The Contractor shall also place his orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish the City with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the

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Contractor, unless specified otherwise in the Section which covers a particular piece of equipment.

- C. Where other tests or analyses are specifically required in other Sections of these Specifications, the cost thereof shall be borne by the party (City or Contractor) so designated in such Sections. The City will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the City for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

PART 2 – PRODUCTS - (NOT USED)

PART 3 – EXECUTION - (NOT USED)

- END OF SECTION -

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SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. The following is a list of standards which may be referenced in this Section:

1. American Association of Nurserymen: American Standards for Nursery Stock.
2. U.S. Weather Bureau, "Rainfall-Frequency Atlas of the U.S. for Durations From 30 Minutes to 24 Hours and Return Periods From 1 to 100 Years."
3. U.S. Department of Agriculture, "Urban Hydrology for Small Watersheds." Federal Emergency Management Agency.
4. NFPA, National Fire Prevention Standard for Safeguarding Building Construction Operations.
5. Florida Department of Law Enforcement – Domestic Terrorism Task Force for Code Orange Conditions.

1.02 THE REQUIREMENT

A. Informational Submittals:

1. Copies of permits and approvals for construction as required by laws and regulations and governing agencies.
2. Temporary Utility Submittals: Dewatering well locations
3. Temporary Construction Submittals:
 - a. Access Roads: Routes, cross-sections, and drainage facilities.
 - b. Parking area plans.
 - c. Contractor's field office, storage yard, and storage building plans, including gravel surfaced area.
 - d. Fencing and protective barrier locations and details.
 - e. Engineer's field office plans.
 - f. Staging area location plan.

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- g. Maintenance of Traffic (MOT) Plans: As specified herein, and proposed revisions thereto.
- h. Plan for maintenance of existing sanitary sewer and potable water services and systems.

1.03 MOBILIZATION

- A. Mobilization shall include, but not be limited to, these principal items:
 - 1. Obtaining required permits.
 - 2. Moving Contractor's field office and equipment required for first month operations onto site.
 - 3. Installing temporary construction power, wiring, and lighting facilities.
 - 4. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
 - 5. Arranging for and erection of Contractor's work and storage yard.
 - 6. Posting OSHA required notices and establishing safety programs and procedures.
 - 7. Having Contractor's superintendent at site full time.
- B. Contractor is responsible for finding a suitable location for a project staging and material storage area, as required.

1.04 PERMITS

- A. Permits, Licenses, or Approvals: Obtain in accordance with the City's construction standards and Specifications and as otherwise required for completion of the Work.

1.05 PROTECTION OF WORK AND PROPERTY

- A. Comply with City's and Fort Lauderdale Executive Airport's safety rules while on City's project.
- B. Keep City and Fort Lauderdale Executive Airport informed of serious onsite accidents and related claims.

1.06 VEHICULAR TRAFFIC

- A. Maintenance of Traffic Plans (MOTs):

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CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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1. Adhere to MOTs reviewed and accepted by the Engineer, and approved by the appropriate agency. Changes to this plan shall be made only by written approval of appropriate public authority and the Engineer. Secure approvals for necessary changes so as not to delay progress of the Work.
 2. Traffic Routing: In MOT, show sequences of construction affecting use of roadways, time required for each phase of the Work, provisions for decking over excavations and phasing of operations to provide necessary access, and plans for signing, barricading, and striping to provide passages for pedestrians and vehicles.
- B. Preparation of MOTs: Contractor shall prepare and submit MOTs where required by federal, state, county, or local agencies having jurisdiction. Contractor shall obtain all required approvals and permits associated with the MOTs.
1. Traffic control on all city, county, and state highway rights-of-way shall meet the requirements of the City of Fort Lauderdale, where applicable, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as well as FDOT standard details for maintenance of traffic, in accordance with the Manual for Uniform Traffic Control and Safe Practices.
 2. Traffic control on all county rights-of-way shall meet the additional requirements of the Broward County Engineering Department including but not limited to:
 - a. The use of solid barriers to separate construction from adjacent traffic lanes where the difference in grade is greater than 12 inches.
 - b. Plating or backfilling of all nonprotected excavations at the close of each working day.
 3. Contractor shall submit copies of all MOT's to the Engineer concurrent with submittal to the approving authority.
 4. Contractor shall submit three copies of the agency-approved MOT prior to initiation of construction or as required by specific permits contained herein.
 5. All MOTs shall be ATS certified.

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PART 2 – PRODUCTS

2.01 PROJECT SIGN

- A. Refer to attached Project Sign Detail.
- B. Seven (7) required; placement as directed by the City.

PART 3 -- EXECUTION

3.01 TEMPORARY UTILITIES

- A. Power: The Contractor shall assume that electrical power is not available at the well site nor staging area.
- B. Lighting: Provide temporary lighting to meet all applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.
- C. Water:
 - 1. Hydrant Water:
 - a. Is available from nearby hydrants. Secure written permission for connection, flow meter and backflow preventer installation, and use from water department. Meet all requirements for use. Notify fire department before obtaining water from fire hydrants.
 - b. Use only special hydrant-operating wrenches to open hydrants. Make certain that hydrant valve is open full, since cracking the valve causes damage to the hydrant. Repair damaged hydrants and notify appropriate agency as quickly as possible. Hydrants shall be completely accessible to fire department at all times.
 - c. Include costs to connect and transport water to construction areas in Contract Price.
- D. Sanitary and Personnel Facilities: Provide and maintain facilities for Contractor's employees, Subcontractors, and all other onsite employer's employees. Service, clean, and maintain facilities and enclosures.
- E. Fire Protection: Furnish and maintain on site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).

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3.02 PROTECTION OF WORK AND PROPERTY

A. General:

1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
2. No residence or business shall be cut off from vehicular traffic for a period exceeding 2 hours, unless special arrangements have been made.
3. Maintain in continuous service all existing oil and gas pipelines, underground power, telephone or communication cable, water mains, irrigation lines, sewers, poles and overhead power, and all other utilities encountered along line of the Work, unless other arrangements satisfactory to owners of said utilities have been made.
4. Where completion of the Work requires temporary or permanent removal and/or relocation of existing utility, coordinate all activities with owner of said utility and perform all work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility, such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by Contractor.
8. Notify property owners and utility offices that may be affected by construction operation at least 2 working days in advance.
9. Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to Contractor's operation, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.
10. Do not impair operation of existing utility systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, storm drains, pump stations, or other sewer structures.
11. Maintain original site drainage wherever possible.

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B. Barricades and Lights:

1. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alleyways, inside and outside of fenced area, and as required to ensure public safety and the safety of Contractor's employees, other employer's employees, and others who may be affected by the Work.
2. Provide to protect existing facilities and adjacent properties from potential damage.
3. Locate to enable access by facility operators and property owners.
4. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
5. Locate barricades at the nearest intersecting public thoroughfare on each side of the blocked section.

C. Signs and Equipment:

1. Conform to requirements of manual published by the FDOT.
2. Barricades: Provide as required by the FDOT Vehicle Code and in sufficient quantity to safeguard public and Work.
3. Portable TOW-AWAY-NO STOPPING Signs: Place where approved by police department and City.
4. Traffic Cones: Provide to delineate traffic lanes to guide and separate traffic movements.
5. High-Level Warning Flag Units: Provide two in advance of traffic approaching the Work, each displaying three flags mounted at a height of 9 feet.
6. ROAD CONSTRUCTION AHEAD Signs: Provide four, size 48 inches by 48 inches. Place in conspicuous locations, approximately 200 feet in advance of the Work, and facing approaching traffic.
7. DETOUR Signs: Provide two, right arrow or left arrow, placed as approved by the Engineer.
8. RIGHT or LEFT LANE CLOSED AHEAD Signs: Provide two, place in advance of lane to be closed.
9. Provide at obstructions, such as material piles and equipment.

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10. Illuminate barricades and obstructions with warning lights from sunset to sunrise.
 11. Use to alert general public of construction hazards, which would include surface irregularities, unramped walkways, grade changes, and trenches or excavations in roadways and in other public access areas.
 12. Submit proposed signage to the Engineer for prior approval.
- D. Existing Structures: Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with Contractor's operations, obtain approval of property owner and Engineer. Replace those removed in a condition equal to or better than original.
- E. Finished Construction: Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.
- F. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.
- G. Dewatering: Construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.

3.03 TEMPORARY CONTROLS

- A. Air Pollution Control:
1. Minimize air pollution from construction operations.
 2. Burning: of waste materials, rubbish, or other debris will not be permitted on or adjacent to site.
 3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in construction area a dust-preventive treatment or periodically water to prevent dust as needed up to daily, as directed by the City. Strictly adhere to applicable environmental regulations for dust prevention.
- B. Noise Control:
1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.

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2. Noise Control Plan: Propose plan to mitigate construction noise and to comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

C. Water Pollution Control:

1. Divert sanitary sewage and nonstorm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
2. Prior to commencing excavation and construction, obtain Engineer's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and stormwater flow, including dewatering pump discharges.
3. Comply with procedures outlined in U.S. Environmental Protection Agency manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning," and "Implementation, Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," and "Erosion and Sediment Control-Surface Mining in Eastern United States."
4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

- D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period. Meet all local, state, and Federal requirements and obtain necessary permits and approvals as required. Discharges to storm drains, including discharge from dewatering systems, will not be permitted without the installation of a sediment removal system approved by the City.

3.04 STORAGE YARDS AND BUILDINGS

- A. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.
- B. Temporary Storage Buildings:
 1. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored.
 2. Arrange or partition to provide security of contents and ready access for inspection and inventory.

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3. Store combustible materials (paints, solvents, fuels) in a well-ventilated and remote building meeting safety standards.

3.05 ACCESS ROADS AND DETOURS

- A. Construct access roads as shown and within easements, rights-of-way, or Project limits. Utilize existing roads where shown. Alignments for new routes must be approved by the Engineer or City.
- B. Maintain drainage ways. Install and maintain culverts to allow water to flow beneath access roads. Provide corrosion-resistant culvert pipe of adequate strength to resist construction loads.
- C. Provide gravel, crushed rock, or other stabilization material to permit access by all motor vehicles at all times.
- D. Maintain road grade and crown to eliminate potholes, rutting, and other irregularities that restrict access.
- E. Coordinate with Engineer detours and other operations affecting traffic and access. Provide at least 72 hours' notice to Engineer of operations that will alter access to the site and adjacent private properties.
- F. Where access road crosses existing fences, install and maintain gates.
- G. Upon completion of construction, restore ground surface disturbed by access road construction to original grade. Replace damaged or broken culverts with new culvert pipe of same diameter and material.

3.06 PARKING AREAS

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, City's operations, or construction operations.
- B. Provide parking facilities for personnel working on the Project. No employee or equipment parking will be permitted on City's existing paved areas, except as specifically designated for Contractor's use.

3.07 VEHICULAR TRAFFIC

- A. Notify police department and fire department for partial and full street closures and upon reopening.
- B. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Assure the least possible obstruction to traffic and normal commercial pursuits.

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CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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- C. For Project Sections that Pass through a Broward County School Zone:
1. No work is permitted in a school zone while school is in session.
 2. Contractor shall plan work accordingly – no delay time will be granted to comply with this requirement.
- D. Conduct the Work to interfere as little as possible with public travel, whether vehicular or pedestrian.
1. No two adjacent roadways can be under construction at the same time.
 2. At least 75 percent of all roadways shall have a maintained trench surface as described below at all times during the project.
 3. Construction in affected roadways shall be completed in sequence so that all improvements are completed, except for final pavement restoration during one continuous period. This includes water and sewer services to the edge of the right-of-way.
- E. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
- F. Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along route of the Work. If it is necessary to close off roadway or alley providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure. In such cases, closings of up to 4 hours may be allowed. Closures of up to 10 hours may be allowed if a week's written notice is given and undue hardship does not result.
- G. Contractor will submit MOT forms and/or applications as required by the agency with jurisdiction. The Temporary Modification of Traffic Form provided as a supplement to this Section shall be submitted to the Engineer for all requested MOT's in accordance with the provisions of this Section. The form is required for MOT's in streets under City jurisdiction.
- H. Maintenance of traffic is not required if Contractor obtains written permission from City and tenant of private property, or from authority having jurisdiction over public property involved, to obstruct traffic at designated point.
- I. In making street crossings, do not block more than one-half the street at a time. Whenever possible, widen shoulder on opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.

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- J. Maintain top of backfilled trenches, before they are paved, to allow normal vehicular traffic to pass over.
1. Trench maintenance will consist of compacted sub-base with asphalt prime, temporary asphalt, or flowable fill.
 2. Provide temporary access driveways where required.
 3. Cleanup operations shall follow immediately behind backfilling.
 4. Watering of untreated backfill shall be utilized to control dust as directed by the Engineer until such time as adequate trench maintenance has been achieved.
- K. When flaggers and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices. Notify fire department and police department before closing street or portion thereof. Notify said departments when streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without written permission from fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to police department.
- L. Move mailboxes to temporary locations accessible to postal service, and on completion of Work in each area, replace them in their original location and in a condition equal to or better than original.
- M. Remove or relocate barricades on designated trash collection days to allow access for trash pickup. If access is completely blocked, the Contractor shall move the affected trash containers to an accessible location and return them after pickup. Mark each container to ensure return to the proper location.
- N. Temporary Bridges:
1. Construct temporary bridges at all points where maintenance of traffic across pipeline construction is necessary.
 2. Make bridges over public streets, roads, and highways acceptable to authority having jurisdiction thereover.
 3. Bridges erected over private roads and driveways shall be adequate for service to which they will be subjected.
 4. Provide substantial guardrails and suitably protected approaches.
 5. Provide foot bridges not less than 4 feet wide with handrails and uprights of dressed lumber.

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6. Maintain bridges in place as long as conditions of the Work require their use for safety of public, except that when necessary for proper prosecution of the Work in immediate vicinity of bridge. Bridge may be relocated or temporarily removed for such period as Engineer may permit.
- O. Detours: Where authority having jurisdiction requires that traffic be maintained over construction work in a public street, road, or highway, and traffic cannot be maintained on original roadbed or pavement, construct and maintain detour around the Work. Coordinate traffic routing with that of others working in same or adjacent areas.

3.08 CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND WATCHES

- A. In the event that the National Oceanographic and Atmospheric Administration (NOAA) issues a hurricane watch for the Fort Lauderdale area, the Engineer will contact the Contractor informing him that the watch has been established. Once notified of a hurricane watch, the Contractor will remove all unnecessary items from the work area and tie down all remaining supplies, barricades, and movable (under 200 pounds) objects. The Engineer will determine "necessary" items. If a warning is issued, the Contractor shall complete the clean-up and evacuate the area the same day. The City shall not be liable for any costs or delays caused as a result of demobilization or remobilization due to the above.

3.09 CLEANING DURING CONSTRUCTION

- A. In accordance with General Conditions, as may be specified in Specification sections, and as required herein.
- B. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep all floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up all debris and dispose.
- C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.
- D. Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation. Sidewalks, unless under construction, shall be kept clear of material, and available for pedestrian use at all times.

3.10 PROJECT SIGNS

- A. Provide seven (7) project signs, painted and mounted at locations to be determined by the City or Engineer during the pre-construction meeting.

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CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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3.11 SUPPLEMENTS

- A. The supplements listed below, following "END OF SECTION," are part of this Specification.
 - 1. Supplement—1, Project Sign Detail (7 required).

- END OF SECTION -



City of Fort Lauderdale Well Abandonment

**Project Name: Abandonment of Water Wells
at Fort Lauderdale Executive Airport**

Project No:

Project Cost:

Contractor:

Engineer: Hazen and Sawyer

Start Date:

Planned Completion Date:

CITY COMISSION

John P. "Jack" Seiler – Mayor

Bruce G. Roberts – District I

Dean J. Trantalis – District II

Robert L. McKinzie – District III

Romney Rogers – District IV

City Manager – Lee R. Feldman

24-Hour Emergency Contact:

City of Fort Lauderdale Utility Service 954-828-8000

PROJECT NO. 12237

SECTION 01532 – WELLFIELD PROTECTION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor is advised that the work is to be performed in a fully operational wellfield, which is the principal source of raw water supply to the City of Fort Lauderdale Fiveash Regional Water Treatment Plant. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the potable water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.
- B. Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the City, the Engineer and the City's agents from any and all legal action which may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.
- C. Contractor is notified that their work will be within Wellfield Zones 1, 2 and 3 as defined by the Broward County. The Contractor is further notified of the following:
- D. Elements of the proposed facilities will be inside of existing wellfield protection zones 1, 2, and 3 in effect as of January 2016. Refer to the Broward County Wellfield Map attached as Supplement 1.
- E. The Contractor shall comply with all requirements of Chapter 27, Article XIII Wellfield Protection of the Broward County Code and Chapter 62-521, Wellhead Protection Rule of the Florida Administrative Code.
- F. The Contractor shall review the Broward County Wellfield Protection Program literature and the List of Regulated Substances attached as Supplement 2. The Contractor shall review the chemicals and products they intend to use during construction and determine if they are included on the List of Regulated Substances attached as Supplement 2.
- G. The Contractor shall complete an affidavit on their letterhead, signed by an authorized officer of the firm which itemizes the regulated chemicals that the Contractor proposes to use at the Dixie Wellfield during construction.
- H. Submit the affidavit in accordance with the Section entitled "Submittals".
- I. Submit to the Broward County Department of Environmental Protection the affidavit and other information as required to acquire permission to initiate construction within the wellfield.
- J. Contact Broward County Department of Environmental Protection for additional assistance regarding compliance with the Wellfield Protection ordinance.

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WELLFIELD PROTECTION

PROJECT NO. 12237

1.02 SUPPLEMENTS

- A. The supplements listed below, following "END OF SECTION," are part of this Specification.
1. Supplement—1, Broward County Wellfield Map.
 2. Supplement—2, Broward County Wellfield Protection Program Literature and the List of Regulated Substances.

PART 2 – PRODUCTS - (NOT USED)

PART 3 – EXECUTION - (NOT USED)

- END OF SECTION -

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WELLFIELD PROTECTION

Broward County Wellfield Map

Broward County Board of County Commissioners Chapter 27- Article XIII Rule of 6/11/2013

Legend

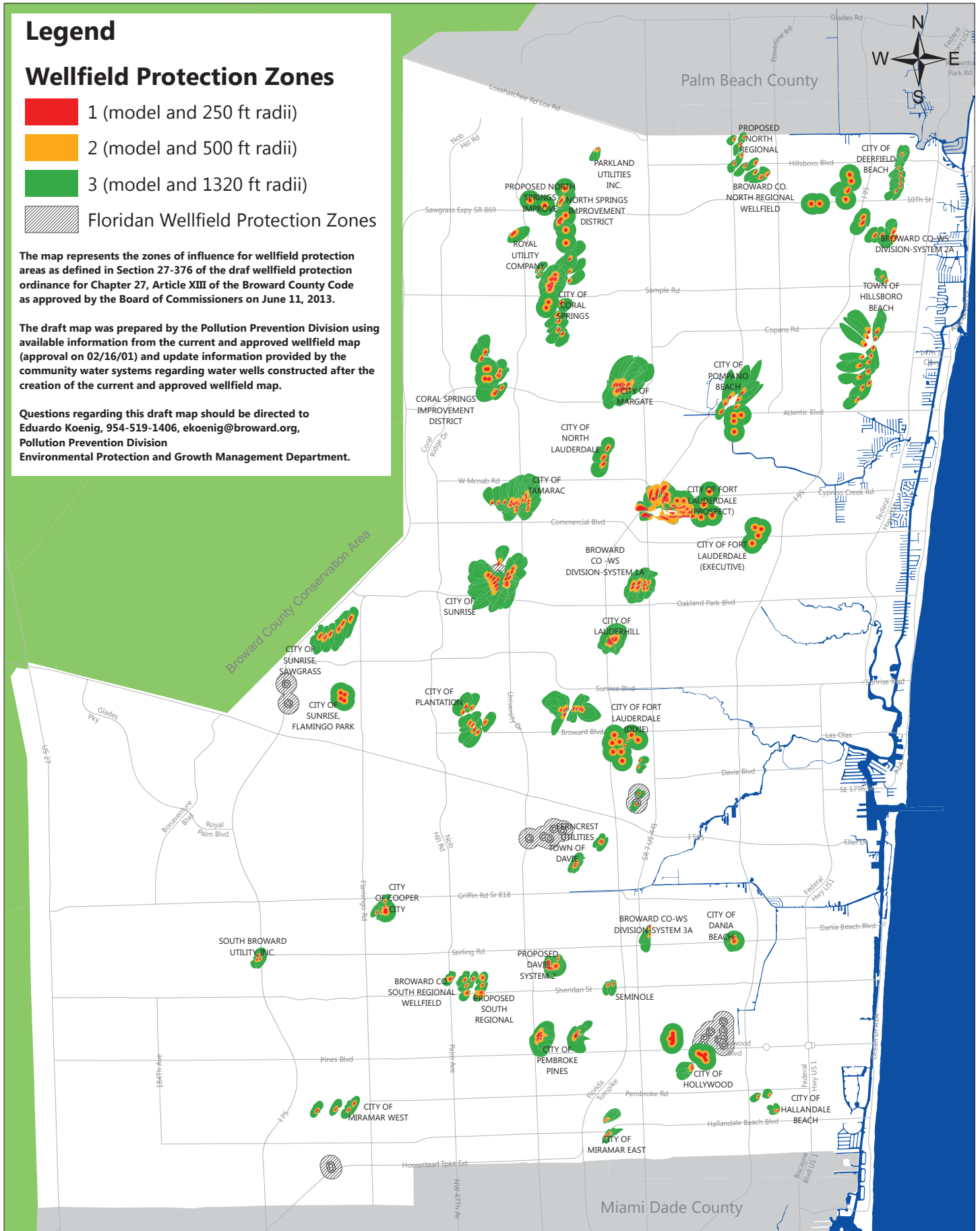
Wellfield Protection Zones

- 1 (model and 250 ft radii)
- 2 (model and 500 ft radii)
- 3 (model and 1320 ft radii)
- Floridan Wellfield Protection Zones

The map represents the zones of influence for wellfield protection areas as defined in Section 27-376 of the draft wellfield protection ordinance for Chapter 27, Article XIII of the Broward County Code as approved by the Board of Commissioners on June 11, 2013.

The draft map was prepared by the Pollution Prevention Division using available information from the current and approved wellfield map (approval on 02/16/01) and update information provided by the community water systems regarding water wells constructed after the creation of the current and approved wellfield map.

Questions regarding this draft map should be directed to Eduardo Koenig, 954-519-1406, ekoenig@broward.org, Pollution Prevention Division Environmental Protection and Growth Management Department.



CAM #17-0911

Update By N. Herne - POLLUTION PREVENTION DIVISION: 1/15/2016

Exhibit 3

p. 144



Wellfield Protection Program

A Local Program Working On A Global Issue

Where Does Our Drinking Water Come From?

What Are Public Wellfields? What Are Wellfield Zones?

What Regulations Protect Public Wellfields? What Part Do Cities Play In Wellfield Protection?

Our Mission --- Our Organization --- Our Goals --- Major Accomplishments

You Can Help Protect Our Drinking Water Supply By:

Where Does Our Drinking Water Come From?



Broward County obtains its drinking water from underground deposits of limestone and sandstone called the Biscayne Aquifer. Drinking water is extracted from supply wells that pump water from 60 to 160 feet below the surface. The raw water is pumped to treatment plants where it is treated and disinfected to kill potentially harmful microbes, then it is distributed to the public.

What Are Public Wellfields?

A public wellfield is a tract of land which contains one or more wells for supplying potable water to the public. As of June 2000 there were 41 wellfields consisting of 340 wells throughout Broward County.

What Are Wellfield Zones?

Wellfield zones are delineated by computer models and depict the time it takes a theoretical contaminant to travel from the point it enters the ground to a supply well. Broward County has three delineated protective wellfield zones; Zone 1, Zone 2 and Zone 3.

Zone 1:

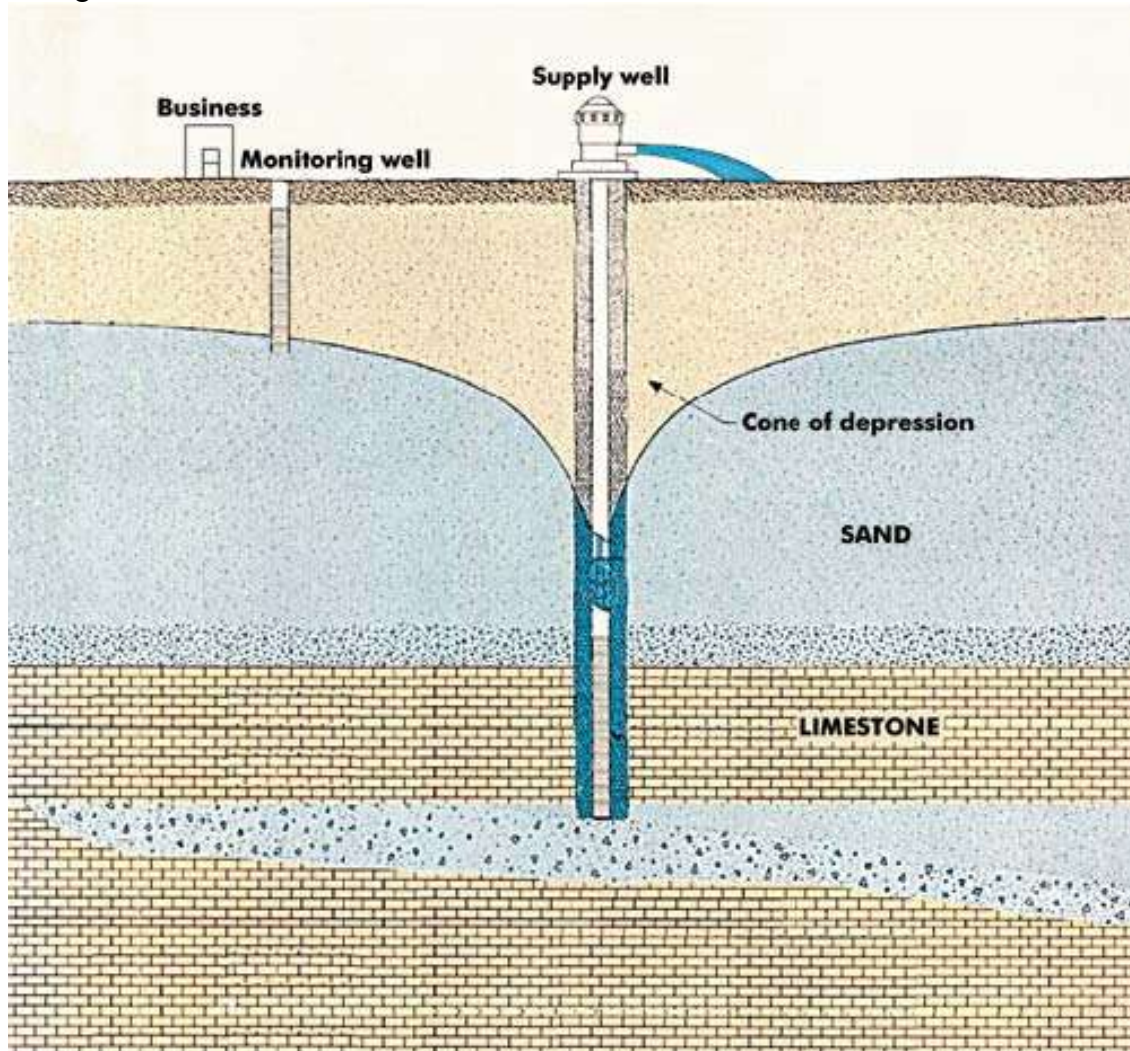
Provides for up to a 10-day buffer around the wellfield. No hazardous chemicals (regulated substances) are permitted within Zone 1.

Zone 2:

Provides up to a 30-day buffer. Businesses are required to be licensed and test the ground water at their facility for regulated substances they store or use on site.

Zone 3:

Provides up to a 210-day buffer. Businesses are required to be licensed and secondary containment is mandated for their stored regulated substances.



What Regulations Protect Public Wellfields?



Chapter 27, Article XIII, Wellfield Protection, of the Broward County Code, controls the non-residential storage, handling, use, or production of regulated substances around supply wells within the wellfield zones. Chapter 62-521, Wellhead Protection Rule of the Florida Administrative Code, and the Safe Drinking Water Act are State and Federal laws that are used to protect and manage wellhead protection areas.

What Part Do Cities Play In Wellfield Protection?

Broward County recognizes that each of its residents has a right to drink safe water and that Broward County's potable water supply is both a sustainable natural resource and an economic asset.

Our Mission

The County created its Wellfield Protection Program to preserve a safe and healthful environment and to maintain a high level of environmental quality by protecting Broward County's wellfields.

Our Organization

The Wellfield Protection Program's responsibility and authority are vested in the Wellfield Protection Team. This team of Field Inspectors and a Program Coordinator are knowledgeable in conducting field inspection activities and have chemical, environmental engineering and hydrogeology experience.

Our Goals

Protect the quality of Broward County's potable water supply and minimize the presence of hazardous chemicals in protected wellfield areas;

1. Maintain and enforce a licensing, inspection, and monitoring program to abate potential threats to our water supply from hazardous chemicals;
2. Implement Chapter 27, Article XIII Wellfield Protection Ordinance;
3. Conduct inspections in protected wellfield areas to locate possible contamination sources;
4. Foster working relationships with the public drinking water utilities and the regulated public; and
5. Implement the Division's risk-based inspection strategy by inspecting facilities which pose the greatest potential risk most frequently.

Major Accomplishments

Hundreds of businesses are licensed to operate within the wellfield zones. Some businesses have removed and/or replaced their storage tank systems with double-walled or secondary containment tank systems equipped with upgraded release detection systems to give operators an early warning against a potential release. Some businesses in wellfield Zone 2 test their ground water for chemicals they store or use, and submit the results to the PPRAQD for review every 90 days. Municipal utilities test the raw water for regulated substances stored in Zone 2 and submit the results to the PPRAQD for review every 90 days.

You Can Help Protect Our Drinking Water Supply By:

- 1) Taking your used oil to a local collection site and all hazardous waste, such as used paint thinners, turpentine, and lead-acid batteries, to proper hazardous waste collection sites.
- 2) Contacting the **Waste and Recycling Services hotline (954-765-4999)** for more information on used oil and hazardous waste collection programs.
- 3) Contacting the **PPRAQD hotline (954-519-1499)** to report illegal dumping of oil or other hazardous materials.

List of Regulated Substances	BHC-alpha	Di-n-butyl phthalate	Oxamyl
	BHC-beta	4, 6-Dinitro-o-cresol	Paraquat
Inorganic Chemicals	BHC-delta	2, 4-Dinitrophenol	Parathion
	BHC (lindane) gamma	2, 4-Dinitrotoluene	PCB-1242
Metals	bis (2-chloroethoxy) methane	2, 6-Dinitrotoluene	PCB-1254
	bis (2-chloroethyl)ether	Di-n-octyl phthalate	PCB-1221
Antimony	bis (2-chloroisopropyl) ether	Dioxathion	PCB-1232
Arsenic	bis (2-Ethylhexyl) phthalate	1, 2-Diphenylhydrazine	PCB-1248
Beryllium	Bromoform	Disulfoton	PCB-1260
Cadmium	4-Bromophenyl phenyl ether	Endosulfan (alpha or beta)	PCB-1016
Chromium	Butylbenzyl phthalate	Endosulfan sulfate	Pentachlorophenol
Copper (excluding elemental metal)	Carbaryl	Endothall (amine formulations)	Phenanthrene
	Carbofuran	Endrin	Phenol
Lead	Carbon tetrachloride	Endrin aldehyde	Phenols
Mercury	Chlordane	EPN	Phorate
Nickel (exc.elem. metal)	Chlordecone	Ethoprop	Phosacetim
Selenium	Chlorfenvinphos	Ethyl benzene	Phosphamidon
Silver (exc. elem. metal)	Chlorobenzene	Ethylene dibromide	Picloram
Thallium	p-Chloro-m-cresol	Fenamiphos	Pyrene
Zinc (exec. elem. metal)	Chlorodibromomethane	Fensulfothion	Silvex
	Chloroethane	Fenthion	Sodium fluoracetate
Other Inorganics	2-Chloroethylvinyl ether	Fluoranthene	Strychnine
	Chloroform	Fluorene	Styrene
Asbestos (fibrous)	2-Chloronaphthalene	Fluoracetamide -1081	Sulfotepp
Cyanide	2-Chlorophenol	Fonofos	TEPP
Hydrocyanic Acid	4-Chlorophenyl phenyl ether	Guthion	Terbufos
Nitrates	Chloropicrin	Heptachlor	1, 1, 1, 2-Tetrachloroethane
Phosphorous	Chrysene	Heptachlor epoxide	1, 1, 2, 2 - Tetrachloroethane
Microbiological (including total and fecal coliform)	Clonitralid	Hexachlorobenzene	Tetrachloroethylene
Radionuclides	Cycloheximide	Hexachlorobutadiene	Toluene
	2, 4-D	Hexachlorocyclopentodiene	Toxaphene
Organic Chemicals	4, 4'-DDD	Hexachloroethane	1, 2, 4-Trichlorobenzene
	4, 4'-DDE	Indeno (1, 2, 3-cd) pyrene	1, 1, 1, -Trichloroethane
Any petroleum products which are hazardous or toxic	4, 4'-DDT	Isophorone	1, 1, 2-Trichloroethane
	Demeton	Isopropyl benzene	Trichloroethylene
Gasoline	Diazinon	Malathion	2, 4, 6-Trichlorophenol
Kerosene	Dibenzo (a, h) anthracene	Methamidophos	Vinyl chloride
Acenaphthene	1, 2-Dibromo-3-chloropropane	Methidathion	Xylene(s)
Acenaphthylene	1, 2-Dichlorobenzene	Methomyl	
Acephate	1, 3-Dichlorobenzene	Methoxychlor	
Acrolein	1, 4-dichlorobenzene	Methyl bromide	
Acrylonitrile	3, 3'-Dichlorobenzidine	Methyl chloride	
Aldicarb	Dichlorobromomethane	Methyl parathion	
Aldrin	1, 1-Dichloroethane	Methylene chloride	
Allyl alcohol	1, 2-Dichloroethane	Mevinphos	
Aluminum phosphide	1, 1-Dichloroethylene	Mirex	
Anthracene	1, 2-cis-Dichloroethene	Monocrotophos	
Benzene	1, 2-trans-Dichloroethylene	Napthalene	
Benzidine	2, 4-Dichlorophenol	Nicotine	
Benzo (a) anthracene	1, 2-Dichloropropane	Nitrobenzene	
Benzo (b) pyrene	1, 3-Dichloropropylene	2-Nitrophenol	
3, -Benzofluoranthene	Dicrotophos	4-Nitrophenol	
Benzo (ghi) perylene	Diedldrin	N-Nitrosodimethylamine	
Benzo (k) fluoranthene	Diethyl phthalate	N-Nitrosodi-n-propylamine	
	2, 4-Dimethylphenol	N-Nitrosodiphenylamine	
	Dimethyl phthalate		

PROJECT NO. 12237

SECTION 01540 - DEMOLITION AND REMOVAL OF
EXISTING STRUCTURES AND EQUIPMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This Section covers the demolition, removal, and disposal of existing buildings, structures, pavement, curbs, and sidewalk, removal and disposal of asbestos materials, and any existing equipment including electrical, plumbing, heating and ventilating equipment and piping as indicated on the Drawings and as specified hereinafter. The Contractor shall furnish all labor, materials and equipment to demolish buildings and structures and to remove fixtures, anchors, supports, piping and accessories designated to be removed on the Drawings.

1.02 TITLE TO EQUIPMENT AND MATERIALS

- A. Contractor shall have no right or title to any of the equipment, materials or other items to be removed from the existing buildings or structures unless and until said equipment, materials and other items have been removed from the premises. The Contractor shall not sell or assign, or attempt to sell or assign any interest in the said equipment, materials or other items until the said equipment, materials or other items have been removed.
- B. Contractor shall have no claim against the City because of the absence of such fixtures and materials.

1.03 CONDITION OF STRUCTURES AND EQUIPMENT

- A. The City does not assume responsibility for the actual condition of structures and equipment to be demolished and removed.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the City so far as practicable.
- C. The information regarding the existing structures and equipment shown on the Drawings is based on visual inspection and a walk-through survey only. Neither the Engineer nor the City will be responsible for interpretations or conclusions drawn therefrom by the Contractor.

PART 2 – PRODUCTS - (NOT USED)

PART 3 -- EXECUTION

3.01 DEMOLITION AND REMOVALS

- A. The removal of all equipment and piping, and all materials from the demolition of buildings and structure shall, when released by the City and Engineer, shall be done by the

01540 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

PROJECT NO. 12237

Contractor and shall become the Contractor's property, unless otherwise noted, for disposition in any manner not contrary to the Contract requirements and shall be removed from the site to the Contractor's own place of disposal.

- B. The Electrical Contractor (Subcontractor) specifically, shall de-energize all panelboards, lighting fixtures, switches, circuit breakers, electrical conduits, motors, limit switches, pressure switches, instrumentation such as flow, level and/or other meters, wiring, and similar power equipments prior to removal. Any electric panels or equipment which are to be retained shall be relocated or isolated by the Electrical Contractor (Subcontractor) specifically, prior to the removal of the equipment specified herein.
- C. Any equipment piping and appurtenances removed without proper authorization, which are necessary for the operation of the existing facilities shall be replaced to the satisfaction of the Engineer at no cost to the City.
- D. Excavation caused by demolitions shall be backfilled with fill free from rubbish and debris.

3.02 PROTECTION

- A. Demolition and removal work shall be performed by competent experienced workmen for the various type of demolition and removal work and shall be carried out through to completion with due regard to the safety of City employees, workmen on-site and the public. The work shall be performed with as little nuisance as possible.
- B. The work shall comply with the applicable provisions and recommendation of ANSI A10.2, Safety Code for Building Construction, all governing codes, and as hereinafter specified.
- C. The Contractor shall make such investigations, explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal. The Contractor shall give particular attention to shoring and bracing requirements so as to prevent any damage to new or existing construction.
- D. The Contractor shall provide, erect, and maintain catch platforms, lights, barriers, weather protection, warning signs and other items as required for proper protection of the public, occupants of the building, workmen engaged in demolition operations, and adjacent construction.
- E. The Contractor shall provide and maintain weather protection at exterior openings so as to fully protect the interior premises against damage from the elements until such openings are closed by new construction.
- F. The Contractor shall provide and maintain temporary protection of the existing structure designated to remain where demolition, removal and new work is being done, connections made, materials handled or equipment moved.

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PROJECT NO. 12237

- G. The Contractor shall take necessary precautions to prevent dust from rising by wetting demolished masonry, concrete, plaster and similar debris. Unaltered portions of the existing buildings affected by the operations under this Section shall be protected by dust-proof partitions and other adequate means.
- H. The Contractor shall provide adequate fire protection in accordance with local Fire Department requirements.
- I. The Contractor shall not close or obstruct walkways, passageways, or stairways and shall not store or place materials in passageways, stairs or other means of egress. The Contractor shall conduct operations with minimum traffic interference.
- J. The Contractor shall be responsible for any damage to the existing structure or contents by reason of the insufficiency of protection provided.

3.03 WORKMANSHIP

- A. The demolition and removal work shall be performed as described in the Contract Documents. The work required shall be done with care, and shall include all required shoring, bracing, etc. The Contractor shall be responsible for any damage which may be caused by demolition and removal work to any part or parts of existing structures or items designated for reuse or to remain. The Contractor shall perform patching, restoration and new work in accordance with applicable Technical Sections of the Specifications and in accordance with the details shown on the Drawings. Prior to starting of work, the Contractor shall provide a detailed description of methods and equipment to be used for each operation and the sequence thereof for review by the Engineer.
- B. Materials or items designated to remain the property of the City shall be as hereinafter tabulated. Such items shall be removed with care and stored at a location at the site to be designated by the City.
- C. Where equipment is shown or specified to be removed and relocated, the Contractor shall not proceed with removal of this equipment without specific prior approval of the Engineer. Upon approval, and prior to commencing removal operations, the equipment shall be operated in the presence of representatives of the Contractor, City and Engineer. Such items shall be removed with care, under the supervision of the trade responsible for reinstallation and protected and stored until required. Material or items damaged during removal shall be replaced with similar new material or item. Any equipment that is removed without proper authorization and is required for plant operation shall be replaced at no cost to the City.
- D. Wherever piping is to be removed for disposition, the piping shall be drained by the Contractor and adjacent pipe and headers that are to remain in service shall be blanked off or plugged and then anchored in an approved manner.
- E. Materials or items demolished and not designated to become the property of the City or to be reinstalled shall become the property of the Contractor and shall be removed from the property and legally disposed of.

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- F. The Contractor shall execute the work in a careful and orderly manner, with the least possible disturbance to the public.
- G. In general, masonry shall be demolished in small sections, and where necessary to prevent collapse of any construction, the Contractor shall install temporary shores, struts, and bracing.
- H. Where alterations occur, or new and old work join, the Contractor shall cut, remove, patch, repair or refinish the adjacent surfaces to the extent required by the construction conditions, so as to leave the altered work in as good a condition as existed prior to the start of the work. The materials and workmanship employed in the alterations, unless otherwise shown on the Drawing or specified, shall comply with that of the various respective trades which normally perform the particular items or work.
- I. The Contractor shall finish adjacent existing surfaces to new work to match the specified finish for new work. The Contractor shall clean existing surfaces of dirt, grease, loose paint, etc., before refinishing.
- J. The Contractor shall cut out embedded anchorage and attachment items as required to properly provide for patching and repair of the respective finishes.
- K. The Contractor shall confine cutting of existing roof areas designated to remain to the limits required for the proper installation of the new work. The Contractor shall cut and remove insulation, etc., and provide temporary weather tight protection as required until new roofing and flashings are installed.
- L. The Contractor shall remove temporary work, such as enclosures, signs, guards, and the like when such temporary work is no longer required or when directed at the completion of the work.

3.04 MAINTENANCE

- A. The Contractor shall maintain the buildings, structures and public properties free from accumulations of waste, debris and rubbish, caused by the demolition and removal operations.
- B. The Contractor shall provide on-site dump containers for collection of waste materials, debris and rubbish, and he shall wet down dry materials to lay down and prevent blowing dust.
- C. At reasonable intervals during the progress of the demolition and removal work or as directed by the Engineer, the Contractor shall clean the site and properties, and dispose of waste materials, debris and rubbish.

01540 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

PROJECT NO. 12237

3.05 EQUIPMENT AND MATERIALS RETAINED BY CITY

- A. The following equipment and materials will be retained by the City: None.

3.06 STATEMENT OF RESPONSIBILITIES REGARDING ASBESTOS

- A. For the purposes of bidding, assume that the facilities to be demolished under this contract do not contain asbestos.
- B. It is the responsibility of the City of Fort Lauderdale to retain a laboratory to perform an asbestos survey of the well buildings that will be demolished. The City will provide a copy of this report to the CONTRACTOR.
- C. Prepare a "Statement of Responsibilities Regarding Asbestos" as required by the Broward County Code of Ordinances. Submit a written advanced notice form a minimum of 10 days prior to initiation of the demolition, removal or disturbance of 160 square feet or more of material to the following:
1. Broward County Environmental Protection and Growth Management Department
Pollution Prevention Remediation and Air Quality Division
One North University Drive, Suite 203
Plantation Florida, 33324
954-519-1260
- D. If required, prepare and submit a "Notice of Demolition or Asbestos Renovation" form as required by Chapter 27 of the Broward County Code of Ordinances.

3.07 SUPPLEMENTS

- A. The supplements listed below, are part of this Specification.
1. Supplement - 1, Asbestos Demolition and Renovation Rules, published by Broward County, Florida, Environmental Protection Department, Air Quality Division.
 2. Supplement – 2, Broward County Environmental Protection and Growth Management Department Electronic Form SRRA-001 entitled "Statement of Responsibilities Regarding Asbestos".
 3. Supplement – 3, Florida Department of Environmental Protection Form No. 62-257.900(1) entitled "Notice of Demolition or Asbestos Renovation".

- END OF SECTION -

01540 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

How do I obtain more information?

- Visit the Air Quality Division’s website at www.broward.org/air/asbestos.htm for additional information about:
 - ▶ Article IV Revisions
 - ▶ Asbestos Program
 - ▶ Broward County Asbestos Forms
 - ▶ Asbestos Regulations Frequently Asked Questions
- Contact:
 - Broward County Environmental Protection Department
 - Air Quality Division
 - 115 South Andrews Avenue, Room A-240
 - Fort Lauderdale, FL 33301
 - 954-519-1220
 - airoutreach@broward.org



Board of County Commissioners

Josephus Eggelletion, Jr. • Ben Graber • Sue Gunzburger
Kristin D. Jacobs • Ilene Lieberman • John E. Rodstrom, Jr. • Jim Scott
Diana Wasserman-Rubin • Lois Wexler

An equal opportunity employer and provider of services.

This public document was promulgated at a cost of \$425.00 or \$0.27 per copy, to inform the public about about asbestos requirements.

AQ200627783



ENVIRONMENTAL PROTECTION DEPARTMENT
Air Quality Division
115 S. Andrews Avenue, Room A240, Fort Lauderdale, FL 33301

Bid 673-11952
What's NEW?
Asbestos Demolition and Renovation Rules



**REVISIONS TO THE BROWARD COUNTY
AIR QUALITY CODE
Effective: July 3, 2006**



**Environmental Protection Department
Air Quality Division**

CAM #17-0911

Exhibit 3

Overview

On June 27, 2006 the Board of County Commissioners approved amendments to Broward County Code Chapter 27, Article IV Air Quality that added provisions concerning asbestos. This brochure provides a summary of the new requirements.

To what projects will the Section 27-180 requirements apply?

- The requirements apply to all projects involving the removal of asbestos containing material, and to building demolition and renovation projects. The requirements are in addition to those of the National Emissions Standards for Hazardous Air Pollutants (NESHAP) for asbestos (Code of Federal Regulations, Title 40, Part 61, Subpart M).



What are the notification requirements in Section 27-180?

- For any project subject to the requirements of Section 27-180, the owner, operator or contractor must submit a *Statement of Responsibilities Regarding Asbestos* to the Broward County Environmental Protection Department (EPD). The statements must be submitted at least 10 working days before work begins.

- For projects that are subject to the asbestos NESHAP, the owner, operator or contractor must submit an original *Notice of Asbestos Renovation or Demolition* to the EPD. The notification must be accompanied by a thorough survey documenting whether asbestos containing material is present in the subject areas of the building. The survey must be prepared by or under the supervision of an asbestos consultant licensed in the state of Florida and have an original signature of the asbestos consultant. The notification must be submitted at least 10 working days before work begins. Fax copies are acceptable to the EPD, but they **must** be followed by an original copy.

NEW Asbestos Demolition and Renovation Rules

REVISIONS TO THE BROWARD COUNTY AIR QUALITY CODE
Effective: July 3, 2006

Where can I obtain the notification forms?

- The *Statement of Responsibilities Regarding Asbestos* is a triplicate form on pressure sensitive paper and may be obtained at the address shown on the last page.
- The *Notice of Asbestos Renovation or Demolition* may be obtained at the following link:
www.dep.state.fl.us/air/forms.htm

What methods may be used for conducting a survey to evaluate the presence of asbestos containing materials?

- The asbestos consultant responsible for the asbestos survey and sampling of suspect asbestos containing material must use one of the survey and sampling protocols established by the State of Florida, the Occupational Safety and Health Administration (OSHA) or the Asbestos Hazard Emergency Response Act (AHERA).

What are the requirements for those who analyze samples collected during an asbestos survey?

- The facility conducting analyses of samples must provide documentation that it is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), the American Industrial Hygiene Association (AIHA), or any other comparable national laboratory accreditation program recognized by the EPD for the analysis of asbestos.

Can a Phase I Environmental Site Assessment be used to meet the requirements of an asbestos survey?

- Phase I Environmental Site Assessments which do not include an asbestos survey conducted in accordance with one of the protocols referenced in Section 27-180 will not be acceptable to the EPD.

What if there was no asbestos containing material found in the areas of a building subject to renovation?

- A copy of the asbestos survey must be retained at the project site and be available for review by EPD.



For projects that are exempt from the asbestos NESHAP, are there any other requirements besides preparing the *Statement of Responsibilities Regarding Asbestos*?

- The owner or operator must take reasonable precautions to prevent the release of unconfined emissions of particulate matter.



Broward County
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
Pollution Prevention Division

STATEMENT OF RESPONSIBILITIES REGARDING ASBESTOS

IF YOU ARE PLANNING TO DEMOLISH OR RENOVATE ANY EXISTING STRUCTURE, YOU MAY BE SUBJECT TO FEDERAL AND COUNTY RULES RELATING TO THE DEMOLITION AND THE HANDLING OF ASBESTOS CONTAINING MATERIAL. PLEASE FILL OUT THIS FORM TO DETERMINE IF THE ASBESTOS RULES AND A FEE APPLY TO YOU. SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

I. PROJECT INFORMATION:

Facility Owner: Phone:
Mailing Address: City: Zip:
Project Address: City: Zip:
Contractor Performing Work: Phone:
Email: Building Department Jurisdiction:
Estimated Start Date: (MM/DD/YY) Estimated Finish Date: (MM/DD/YY)

II. MARK THE APPROPRIATE BOX(ES) IF APPLICABLE:

1. Single-family residential home (not for commercial purpose) - If you check this box, skip sections 2 and 3. Review the back of this form and then sign and date this form at the bottom. SRRRA review fee exempt.

2. FACILITY: (Check One)

- Commercial, industrial, or public building
School/ College/ University
Any residential building with more than four dwelling units
Unsafe structure
Two or more residential structures at the same site
Emergency
Any residential property being demolished for commercial purposes or by government order

3. ACTIVITY: (Check all that apply)

- Renovations: Built-up roofing removal (>5580 ft²): Removal Method: Hand Tools Power Saw
Exterior alteration (>160ft²): Stucco/Finishes Other
Interior alteration (>160ft²): Floor covering Wall Board Ceiling Piping Floor/Wall Mastic Wall Finishes
HVAC Other
Demolition: Total Partial Column Tie Beam Truss(es) Exterior Wall(s) Other

III. IF ANY BOX IS MARKED UNDER FACILITY AND ACTIVITY THEN THE FOLLOWING ITEMS ARE REQUIRED:

- 1. An original Notice of Demolition or Asbestos Renovation using DEP form 62-257.900(1)* or electronic notification* must be completed and submitted at least ten (10) working-days before start of project, for:
all demolitions
all renovations involving at least 160 ft², 260 Lft. or 35 ft³ of regulated asbestos containing material
2. The asbestos survey report must be done in accordance with Broward County Code Chapter 27, Section 180 to indicate the presence or absence of asbestos containing material.
3. Payment of the applicable fees.

I have received information regarding the use of a Florida licensed asbestos professional and understand that I may be subject to the ten (10) working-day advanced notification requirement under the Federal Law regarding demolitions and renovations (See reverse side).

Owner/Authorized Agent (print) Title:
Signature Date

*Notice of Demolition or Asbestos Renovation form and fee schedule information at: www.broward.org/epermits

For Official Use: An Asbestos Survey Is Required Is NOT Required \$50 SRRRA Review Fee Due

WARNING

YOU MAY BE SUBJECT TO SUBSTANTIAL PENALTIES UNDER FEDERAL LAW FOR FAILURE TO PROVIDE WRITTEN NOTIFICATION AT LEAST TEN (10) WORKING-DAYS PRIOR TO DEMOLITION OR RENOVATION. PLEASE BE ADVISED THAT A CITY / COUNTY DEMOLITION OR RENOVATION PERMIT DOES NOT MEET THE REQUIREMENT OF THE TEN DAY NOTIFICATION.

THIS FORM DOES NOT CONSTITUTE A 10 WORKING-DAY NOTIFICATION.

DEMOLITION: The Federal regulations for asbestos require a ten (10) working-day advanced notification from owners or operators (including contractors) engaged in the demolition of a facility. "Facility" is defined to include all structures, installations and multiple buildings, but excludes a single residential building having four or fewer dwelling units. Demolition includes the wrecking or dismantling of any load-supporting structural member. This includes beams and load supporting walls. The notification is required even if no asbestos containing materials are present in the facility, must be accompanied by an asbestos survey performed in accordance with Broward County Code Section 27-180 and the appropriate fee.

RENOVATION: Notification is required for renovation projects of a facility if the amount of Regulated Asbestos Containing Material (RACM) being removed, stripped, or disturbed is greater than or equal to 160 square feet, 260 linear feet of pipe insulation or 35 cubic feet of facility components. The notification is required to be submitted at least ten (10) working-days prior to the renovation and must be accompanied by an asbestos survey performed in accordance with Broward County Code Section 27-180 and the appropriate fee.

Please submit the **Notice of Demolition or Asbestos Renovation** DEP Form 62-257.900(1), an **Asbestos Survey Report and the Appropriate Fee** to:

Broward County Environmental Protection and Growth Management Department
Pollution Prevention Division
One North University Drive, Suite 203
Plantation, FL 33324
Phone: 954-519-1260

Or E-mail to: airasbestos@broward.org

Federal asbestos regulations apply to both the facility owner and operator. Both owner and operator can be held liable for failure to submit a **Notice of Demolition or Asbestos Renovation** form at least ten (10) working-days prior to a demolition, or renovation involving greater than 160 square feet, 260 linear feet or 35 cubic feet of RACM.

USE OF A FLORIDA LICENSED ASBESTOS CONSULTANT

Florida Statutes require that no person shall conduct an asbestos survey, develop an Operation and Maintenance Plan, prepare abatement specifications, or monitor and evaluate asbestos abatement, unless trained and licensed as an asbestos consultant with the following exceptions:

- A homeowner may act as a licensed asbestos consultant in the home (four or fewer dwelling units) in which they reside if they sign a disclosure statement at the building department.
- Built-up roofing containing asbestos may be removed by state certified roofers under the direction of an onsite roofing supervisor properly trained in asbestos-containing roof removal.



Florida Department of Environmental Protection
Division of Air Resource Management

DEP Form 62-257.900(1)
Effective 10-12-08
Page 1 of 2

NOTICE OF DEMOLITION OR ASBESTOS RENOVATION

TYPE OF NOTICE (CHECK ONE ONLY): ORIGINAL REVISED CANCELLATION COURTESY
TYPE OF PROJECT (CHECK ONE ONLY): DEMOLITION RENOVATION
IF DEMOLITION, IS IT AN ORDERED DEMOLITION? YES NO
IF RENOVATION: IS IT AN EMERGENCY RENOVATION OPERATION? YES NO
IS IT A PLANNED RENOVATION OPERATION? YES NO

I. Facility Name

Address

City State Zip County

Site Consultant Inspecting Site

Building Size (Square Feet) # of Floors Building Age in Years

Prior Use: School/College/University Residence Small Business Other

Present Use: School/College/University Residence Small Business Other

II. Facility Owner Phone

Address

City State Zip

III. Contractor's Name Phone

Address

City State Zip

Is the contractor exempt from licensure under section 469.002(4), F.S.? YES NO

IV. Scheduled Dates: (Notice must be postmarked 10 working days before the project start date)

Asbestos Removal (mm/dd/yy) Start: Finish: Demo/Renovation (mm/dd/yy) Start: Finish:

V. Description of planned demolition or renovation work to be performed and methods to be employed, including demolition or renovation techniques to be used and description of affected facility components.

Procedures to be Used (Check All That Apply):

Table with 4 columns: Strip and Removal, Glove Bag, Bulldozer, Wrecking Ball; Wet Method, Dry Method, Explode, Burn Down; OTHER:

VI. Procedures for Unexpected RACM:

VII. Asbestos Waste Transporter: Name Phone

Address

City State Zip

VIII. Waste Disposal Site: Name Class

Address

City State Zip

IX. RACM or ACM: Procedure, including analytical methods, employed to detect the presence of RACM and Category I and II nonfriable ACM.

Amount of RACM or ACM*
square feet surfacing material
linear feet pipe
cubic feet of RACM off facility components
square feet cementitious material
square feet resilient flooring
square feet asphalt roofing

X. Fee Invoice Will Be Sent to Address in Block Below: (Print or Type)

Empty box for fee invoice address

*Identify and describe surfacing material and other materials as applicable:

I certify that the above information is correct and that an individual trained in the provisions of this regulation (40 CFR Part 61, Subpart M) will be on-site during the demolition or renovation and evidence that the required training has been accomplished by this person will be available for inspection during normal business hours.

(Print Name of Owner/Operator) (Date)

(Signature of Owner/Operator) (Date)

DEP USE ONLY Postmark/Date Received ID# CAM #17-0911

Instructions

The state asbestos removal program requirements of s. 376.60, F.S., and the renovation or demolition notice requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M, as embodied in Rule 62-257, F.A.C., are included on this form.

Check to indicate whether this notice is an original, a revision, a cancellation, or a courtesy notice (i.e., not required by law). If the notice is a revision, please indicate which entries have been changed or added.

Check to indicate whether the project is a demolition or a renovation.

If you checked demolition, was it **ordered** by the State or a local government agency? If so, in addition to the information required on the form, the owner/operator must provide the name of the agency ordering the demolition, the title of the person acting on behalf of the agency, the authority for the agency to order the demolition, the date of the order, and the date ordered to begin. A copy of the order must also be attached to the notification.

If you checked renovation, is it an **emergency renovation operation**? If so, in addition to the information required on the form, the owner/operator must provide the date and hour the emergency occurred, the description of the sudden, unexpected event, and an explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden. If you checked renovation and it is a **planned renovation operation**, please note that the notice is effective for a period not to exceed a calendar year of January 1 through December 31.

- I. Complete the facility information. This section describes the facility where the renovation or demolition is scheduled. This address will be used by the Department inspector to locate the project site. Provide the name of the consultant or firm that conducted the asbestos site survey/inspection. For "prior use" check the appropriate box to indicate whether the prior use of the facility is that of a school, college, or university; residence, as "residential dwelling" is defined in Rule 62-257.200, F.A.C.; small business, as defined in s. 288.703(1), F.S.; or other. If "other" is checked, identify the use. Please follow the same instructions for "present use."
- II. Complete the facility owner information.
- III. Complete the contractor information.
- IV. List separately the scheduled start and finish dates (month/day/year) for both the asbestos removal portion of the project and the renovation or demolition portion of the project.
- V. Describe and check the methods and procedures to be used for a planned demolition or renovation. Include a description of the affected facility components. (Note: The NESHAP for asbestos, which is adopted and incorporated by reference in Rule 62-204.800, F.A.C., requires obtaining Department approval prior to using a dry removal method in accordance with 40 CFR section 61.145(3)(c)(i).)
- VI. Describe the procedures to be used in the event unexpected RACM is found or previously nonfriable asbestos material becomes crumbled, pulverized, or reduced to powder after start of the project.
- VII. Complete the asbestos waste transporter information.
- VIII. Complete the waste disposal site information.
- IX. List the amount of RACM or ACM of each type of asbestos to be removed. (Note: A volume measurement of RACM off facility components is **only** permissible if the length or area could not be measured previously.) Identify and describe the listed surfacing material and other listed materials as applicable.
- X. Provide the address where the Department is to send the invoice for any fee due. Do not send a fee with the notification. The fee will be calculated by the Department pursuant to Rule 62-257.400, F.A.C.

Sign the form and mail the original to the district or local air program having jurisdiction in the county where the project is scheduled (**DO NOT FAX**). The correct address can be obtained by contacting the State Asbestos Coordinator at: Department of Environmental Protection, Division of Air Resources Management, 2600 Blair Stone Road, Tallahassee, FL 32399-2400.

PROJECT NO. 12237

SECTION 01700 - PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Final Cleaning: At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his Subcontractors may have used in the performance of the work. Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds.
- B. Final Cleanup; Site Rehabilitation
1. Before finally leaving the site, the Contractor shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from his operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which he has installed, in a clean condition. The completed project shall be turned over to the City in a neat and orderly condition.
 2. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Figures. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the City.
- C. Final Inspection
1. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The Contractor will make his final cleaning and repairing, and any portion of the work finally inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire work.
 2. When the Contractor has finally cleaned and repaired the whole or any portion of the work, he shall notify the Engineer that he is ready for final inspection of the whole or a portion of the work, and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Engineer will order further cleaning, repairs, or replacement.
 3. When such further cleaning or repairing is completed, the Engineer, upon further notice, will again inspect the work. The "Final Payment" will not be processed until the Contractor has complied with the requirements set forth, and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is

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PROJECT CLOSEOUT

PROJECT NO. 12237

properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

- D. Project Close Out: As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to his contract:
1. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
 2. Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.

PART 2 – PRODUCTS - (NOT USED)

PART 3 – EXECUTION - (NOT USED)

- END OF SECTION -

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PROJECT CLOSEOUT

SECTION 02100 – CLEARING AND GRUBBING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall provide all labor, material, equipment and appliances required for the complete execution of any additions, modifications, or alterations to existing building(s) and new construction work as shown on the Drawings and specified herein.
- B. Principal items of work include:
 - 1. Notifying all authorities owning utility lines running to or on the property. Protecting and maintaining all utility lines to remain and capping those that are not required in accordance with instructions of the Utility Companies, and all other authorities having jurisdiction.
 - 2. Clearing the site where indicated on the Drawings, including removal of grass, brush, shrubs, trees, loose debris and other encumbrances except for trees marked to remain.
 - 3. Boxing and protecting all trees, shrubs, lawns and the like within areas to be preserved. Relocating trees and shrubs, so indicated on the Drawings, to designated areas.
 - 4. Repairing all injury to trees, shrubs, and other plants caused by site preparation operations shall be repaired immediately. Work shall be done by qualified personnel in accordance with standard horticultural practice.
 - 5. Removing topsoil to its full depth from designated areas and stockpiling on site for future use.
 - 6. Disposing from the site all debris resulting from work under this Section.

1.03 STREET AND ROAD BLOCKAGE

- A. Closing of streets and roads during progress of the work shall be in compliance with the requirements of the City and other authorities having jurisdiction. Access shall be provided to all facilities remaining in operation.

1.04 PROTECTION OF PERSONS AND PROPERTY

- A. All work shall be performed in such a manner to protect all personnel, workmen, pedestrians and adjacent property and structures from possible injury and damage.
- B. All conduits, wires, cables and appurtenances above or below ground shall be protected from damage.
- C. Provide warning and barrier fence where shown on the Drawings and as specified herein.

PART 2 – PRODUCTS - (NOT USED)

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CLEARING AND GRUBBING

PART 3 -- EXECUTION

3.01 CLEARING OF SITE

- A. Before removal of topsoil, and start of excavation and grading operations, the areas within the vegetation removal limits shown on the Drawings shall be cleared and grubbed.
- B. Where utility trenching, porous pavement and proposed structures are shown on the Drawings clear the existing vegetation to the limits required to construct the facilities. Stockpile topsoil along the trench for re-use during trench restoration and landscaping. Vegetation removed during trenching shall be removed from the site and disposed of by the Contractor.
- C. Clearing shall consist of cutting, removal, and satisfactory disposal of all trees, fallen timber, brush, bushes, rubbish, sanitary landfill material, fencing, and other perishable and objectionable material within the areas to be excavated or other designated areas. Prior to the start of construction, the Contractor shall survey the entire Contract site and shall prepare a plan which defines the areas to be cleared and grubbed, trees to be pruned, extent of tree pruning, and/or areas which are to be cleared but not grubbed. This plan shall be submitted to the Engineer for approval. Should it become necessary to remove a tree, bush, brush or other plants adjacent to the area to be excavated, the Contractor shall do so only after permission has been granted by the Engineer.
- C. Excavation resulting from the removal of trees, roots and the like shall be filled with suitable material, as approved by the Engineer.

3.02 GRUBBING

- A. Grubbing shall consist of the removal and disposal of all stumps, roots, logs, sticks and other perishable materials to a depth of at least 6-inches below ground surfaces.

3.03 STRIPPING AND STOCKPILING EXISTING TOPSOIL

- A. Existing topsoil and sod on the site within areas designated on the Drawings shall be stripped to whatever depth it may occur, and stored in locations directed by the Engineer.
- B. The topsoil shall be free of stones, roots, brush, rubbish, or other unsuitable materials before stockpiling the topsoil.
- C. Care shall be taken not to contaminate the stockpiled topsoil with any unsuitable materials.
- D. Topsoil that is not reused during trench restoration and landscaping shall be removed from the site.
- E. Existing sod removed from for utility trenching within the Fort Lauderdale Country Club shall not be reused.

3.04 DISPOSAL OF MATERIAL

- A. All debris resulting from the clearing and grubbing work shall be disposed of by the Contractor as part of the work of this Contract. Material designated by the Engineer to be

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CLEARING AND GRUBBING

salvaged shall be stored on the construction site as directed by the Engineer for reuse in this Project or removal by others.

- B. Burning of any debris resulting from the clearing and grubbing work will not be permitted at the site.

3.05 WARNING AND BARRIER FENCE

- A. Where temporary tree protection barriers are shown provide a fence as specified herein and shown on the Drawings.
- B. The fence shall be made of a visible, lightweight, flexible, high strength polyethylene material. The fence shall be MIRASAFE as manufactured by Mirafi, Inc., or equal. Warning and Barrier Fence shall be utilized as may be required for safety during construction.
- C. Physical Properties

Fence:

Color:	International Orange
Roll Size:	4 feet x 164 feet
Roll weight:	34 lbs.
Mesh opening:	1-1/2 inches x 3 inches

Posts:

ASTM Designation:	ASTM 702
Length:	5 feet long (T-Type)
Weight:	1.25 lbs./Foot (min)
Area of Anchor Plate:	14 square inches

- D. Drive posts 12 to 18 inches into ground every 10 feet to 12 feet. Wrap fence material around first terminal post allowing overlap of one material opening. Use metal tie wire or plastic tie wrap to fasten material to itself at top, middle and bottom. At final post, cut with utility knife or scissors at a point halfway across an opening. Wrap around and tie at final post in the same way as the first post.
- E. Use tie wire or tie wrap at intermediate posts and splices as well. Thread ties around a vertical member of the fence material and the post, and bind tightly against the post. For the most secure fastening, tie at top, middle and bottom. Overlap splices a minimum of four fence openings, tie as above, fastening both edges of the fence material splice overlap.

- END OF SECTION -

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SECTION 02222 - EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Excavate, grade and backfill as required for underground piping systems and appurtenances as shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Piping

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Codes: All codes, as referenced herein, are specified in Section 01090, "Reference Standards".

- B. Standards:

ASTM D 422	Method for Particle-Size Analysis of Soils.
ASTM D 698	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in (304.8-mm) Drop.
ASTM D 1556	Test Method for Density of Soil in Place by the Sand-Cone Method.
ASTM D 1557	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in (457-mm) Drop.
ASTM D 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
ASTM D 2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.04 SUBMITTALS

- A. General: Submit information and samples to the Engineer for review as specified herein in accordance with the Section entitled "Submittals".
- B. Dewatering: The Contractor shall submit to the Engineer its proposed methods of handling trench water and the locations at which the water will be disposed of. Methods shall be acceptable to the Engineer before starting the excavation.

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EXCAVATION AND BACKFILL FOR UTILITIES

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- C. Bedding and Backfill Materials: The Contractor shall notify the Engineer of the off-site sources of bedding and backfill materials.
1. Submit to the Engineer a representative sample weighing approximately 25 lbs. The sample shall be delivered to a location at the work site determined by the Engineer.
 2. The Contractor shall notify the Engineer in writing of the sources of each material at least ten calendar days prior to the anticipated use of the materials.
- D. Sheeting System: Drawings of the sheeting system and design computations shall be submitted to the Engineer; however, the review of these drawings shall in no way relieve the Contractor of the responsibility to provide a safe and satisfactory sheeting and shoring system. Sheeting and shoring shall be designed by the Contractor, and the proposed design shall be sealed by a Professional Engineer registered in the State of Florida. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, it may order additional supports put in at the Contractor's expense.
- E. Dewatering Permits: If the quantity or nature of water withdrawn requires approval/permits from regulatory agencies, the Contractor shall procure such permits at its expense and submit copies to the Engineer before commencing the work.

1.05 QUALITY CONTROL

- A. An independent testing laboratory will be retained by the City to do appropriate testing as described in Section 01400, "Quality Control". The Contractor shall schedule its work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of his progress. A minimum of 48 hours of notice shall be provided to the testing laboratory to mobilize its activities.
- B. Field density testing frequency for backfill after modification of existing raw water piping shall be as follows:
1. Pipeline Within the Road Right-of-Way: Field density testing frequency within the right-of-way shall be in accordance with the notes on the Drawings.
 2. Pipeline Within the Fort Lauderdale Country Club: Field density testing is not required.
 3. Pipeline Within property owned by the City of Fort Lauderdale: Field density testing is not required.

1.06 SUBSURFACE INFORMATION

- A. A separate geotechnical report is provided for information purposes with the Contract Documents. The report identifies properties below grade and also offers recommendations for foundation design, primarily for use of the Engineer. The recommendations shall not be construed as requirements of the Contract.

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EXCAVATION AND BACKFILL FOR UTILITIES

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- B. The City and the Engineer will not assume responsibility for variations of sub-soil quality or conditions at locations other than places shown and at the time the geotechnical investigation was made. The Contractor shall examine the site and review the available geotechnical report or undertake its own subsurface investigation prior to submitting its bid, taking into consideration all conditions that may affect its work.

1.07 GROUNDWATER

- A. The Contractor shall be responsible for anticipating groundwater conditions and shall provide positive control measures as required. Such measures shall ensure stability of excavations, groundwater pressure control, prevention of tanks, pipes, and other structures from being lifted by hydrostatic pressures, and avoiding the disturbance of subgrade bearing materials.
- B. The Contractor shall be responsible for obtaining all permits required for dewatering operations.

1.07 TRENCH SAFETY ACT COMPLIANCE

- A. The Contractor by signing and executing the contract is, in writing, assuring that it will perform any trench excavation in accordance with the Florida Trench Safety Act, Section 553.60 et. seq.. The Contractor has further identified the separate item(s) of cost of compliance with the applicable trench safety standards as well as the method of compliance as noted in the "Bid Forms" Section of the Contract front-end documents.
- B. The Contractor acknowledges that this cost is included in the applicable items of the Proposal and Contract and in the Grand Total Bid and Contract Price.
- C. The Contractor is, and the City and Engineer are not, responsible to review or assess the Contractor's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". The Contractor is, and the City and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

1.08 PROTECTION OF PROPERTY AND STRUCTURES

- A. The Contractor shall, at its own expense, sustain in place and protect from direct or indirect injury, all pipes, poles, conduits, walls, buildings, and all other structures, utilities, and property in the vicinity of its Work. Such sustaining shall be done by the Contractor. The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, and all other structures, utilities, and its Work. It shall be responsible for all damage, and assume all expenses, for direct or indirect injury and damage, caused by its Work, to any such pipe, structures, etc., or to any person or property, by reason of injury to them, whether or not such structures, etc., are shown on the Drawings.

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- B. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations. Barricades with flashing lights shall also be placed along excavation from sunset each day to sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded where required to meet OSHA, local and Federal Code requirements, in such a manner to prevent persons from falling or walking into any excavation within the site fenced property limits.

PART 2 -- PRODUCTS

2.01 MATERIALS

- A. General: Materials shall be furnished as required from on-site excavations or from acceptable off-site sources as required. The Contractor shall notify the Engineer in writing of the sources of each material at least ten calendar days prior to the anticipated use of the materials.

2.02 BEDDING

- A. Pipe Bedding: In general, clean sandy materials excavated from the utility trench, that is free from organics, clay and construction debris, can be used as pipe bedding when construction is in a dry condition and when the bedding is not sided by muck. Pipe bedding material shall be able to pass through a 3/4-inch sieve. Separation of suitable material for pipe bedding from other material shall be made during the excavation.
- B. Sand shall be used for all copper and other service lines.
- C. In the case of a “dry” installation, sand shall be used for PVC and ductile iron pipe where the bottom of the trench is located in the limestone zone.
- D. In the case of a “wet” installation, pearock shall be used for PVC and ductile iron pipe where the bottom of the trench is located in the limestone zone.
- E. Precast concrete items shall use crushed stone.

2.03 PEAROCK

- A. Pearock shall consist of hard, durable particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. Pearock shall conform to the requirements of ASTM C 33, Size Number 8, graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
1/2 inch	100
3/8 inch	85 to 100
No. 4	10 to 30

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<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
No. 8	0 to 10
No. 16	0 to 5

2.04 CRUSHED STONE (3/4-INCH ROCK)

- A. Crushed stone shall consist of hard, durable, subangular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. Crushed stone shall conform to the requirements of ASTM C 33, Size Number 57, graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
1 1/2 inch	100
1 inch	95 to 100
1/2 inch	25 to 60
No. 4	0 to 10
No. 8	0 to 5

2.05 SAND

- A. Sand shall be used for bedding polyvinyl chloride, fiberglass, HDPE and other plastic pipe when installed under dry trench conditions. Sand shall be graded sand with 100 percent passing a 3/8-inch sieve and not more than 5 percent passing a No. 200 sieve.

2.06 SELECT BACKFILL

- A. Select Backfill: It is the intent of these specifications to obtain clean sandy material passing through a 3/4-inch sieve as select backfill material for utility and structural applications.
- B. At locations where subsurface preparations for structures have been performed under this or other previous construction contracts, clean excavated material (structural fill) may be used as select backfill. Any excess fill shall be disposed of off-site by the Contractor.

2.07 GENERAL BACKFILL

- A. General backfill (for grading applications) shall be placed above the select backfill. General backfill shall be clean granular soil, free of organics or other deleterious material, have a maximum size of 6 inches and shall contain no more than five percent fines passing a U.S. Standard No. 200 sieve.

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- B. General backfill used under roadways shall be compatible with the materials and compaction specified under the Sections entitled "Asphaltic Concrete Pavement" and "Concrete Pavement, Curb and Walkways".

PART 3 -- EXECUTION

3.01 EXCAVATION

- A. The Contractor shall perform all excavation of every description and of whatever substance encountered, to the dimensions, grades and depths shown on the Drawings, or as directed. All excavations shall be made by open cut, except for service connections to houses located across the road from the watermain, where directional boring shall be used, as specified in the Sections entitled "PVC Pressure Pipe" and "Ductile Iron Pipe". All existing utilities such as pipes, poles and structures shall be carefully located, supported and protected from injury; in case of damage, they shall be restored at the Contractor's expense.
- B. Pipe trenches for piping shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, or sheeting if used, of 8 inches to 12 inches. Where the pipe size exceeds 12 inches, the clearance shall be from 12 inches to 18 inches. All pipe trenches shall be excavated to a level where suitable material is reached, a minimum of 8 inches below the excavated depth, that will allow for a minimum of 36-inches of covering unless otherwise indicated on the Drawings. Excavation depths in other types of materials and conditions shall be made as hereinafter specified.
- C. In areas where trench widths are not limited by right-of-way and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be sloped to a stable angle of repose of the excavated material but only from a point one foot above the crown of the pipe. A substantially and safely constructed movable shield, "box" or "mule" may be used in place of sheeting when the trench is opened immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.
- D. Ladders or steps shall be provided for and used by Workmen to enter and leave trenches, in accordance with OSHA requirements.
- E. Excavation for appurtenances shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation or sheeting, if used, of not less than 12 inches.
- F. Excavated unsuitable material shall be removed from the site and disposed of by the Contractor. Materials removed from the trenches shall be stored and in such a manner that will not interfere unduly with any on-site operations, traffic on public roadways and sidewalks and shall not be placed on private property. In congested areas, such materials as cannot be stored adjacent to the trench or used immediately as backfill

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shall be removed to other convenient places of storage acceptable to the City at the Contractor's expense.

- G. Excavated material that is suitable for use as backfill shall be used in areas where sufficient material is not available from the excavation. Suitable material in excess of backfill requirements shall be either used on the site as directed by the Engineer or disposed of the Contractor.
- H. Barriers shall be placed at excavations in accordance with OSHA requirements.

3.02 SHEETING AND BRACING

- A. The Contractor shall furnish, place and maintain sheeting and bracing to support sides of the excavation as necessary to provide safe working conditions in accordance with OSHA requirements, and to protect pipes, structures and other Work from possible damage. Where wood sheeting or certain designs of steel sheeting are used, the sheeting shall be cut off at a level of 2 feet above the top of the installed pipe and that portion below the level shall be left in place. If interlocking steel sheeting is used, it may be removed providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe. Any damage to the pipe bedding, pipe or alignment of the constructed utility caused by the removal of sheeting shall be cause for rejection of the affected portion of the work. The City may permit sheeting to be left in place at the request and expense of the Contractor, or the City may order him in writing to leave in place, for the preventing of damage to structures or property. Payment for sheeting ordered to remain in place shall be paid for at a negotiated price.
- B. If the Engineer is of the opinion that at any point sufficient or proper supports, have not be provided, he may order additional supports put in at the Contractor's expense. The Contractor shall be responsible for the adequacy of all sheeting used and for all damage resulting from sheeting and bracing failure or from placing, maintaining and removing it.

3.03 REMOVAL OF WATER

- A. General: It is a basic requirement of these Specifications unless otherwise authorized per Article 3.10 that excavations shall be free from water before pipe or structures are installed.
- B. The Contractor shall provide pumps, and other appurtenant equipment necessary to remove and maintain water at such a level as to permit construction in a dry condition. The Contractor shall continue dewatering operations until backfilling has progressed to a sufficient depth over the pipe to prevent flotation or movement of the pipe in the trench or so that it is above the water table. If at any point during the dewatering operation it is determined that fine material is being removed from the excavation sidewalls, the dewatering operation shall be stopped. If any of the subgrade or underlying material is disturbed by movement of groundwater, surface water, or any other reason, it shall be replaced at the Contractor's expense with crushed stone or gravel.

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- C. The Contractor shall use dewatering systems that include automatic starting devices, and standby pumps that will ensure continuous dewatering in the event of an outage of one or more pumps.
- D. Disposal: Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the Work completed or in progress, to the surface of the streets, cause any interference with the use of the same by the public, or cause pollution of any waterway or stream. The Contractor shall submit his proposed methods of handling trench water and locations at which the water will be disposed of to the Engineer for review and shall receive acceptance before starting the excavation. Disposal to any surface water body will require silt screens to prevent any degradation in the water body. The Contractor shall have responsibility for acquiring all necessary permits for disposal.

3.04 TRENCH STABILIZATION

- A. No claim for extras, or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes. In no event shall pipe be installed when such conditions exist and the Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the City before placing the pipe or structures.

3.05 PIPE BEDDING

- A. Pipe trenches shall be excavated as described in Article 3.01. The resulting excavation shall be backfilled with acceptable pipe bedding material, up to the level of the centerline of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.
- B. Any over excavation below the levels required for installation of the pipe shall be backfilled with acceptable bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe, at the Contractor's expense.

3.06 BACKFILL

- A. Pipeline trenches shall be backfilled to a level 12 inches above the top of the pipe with select backfill obtained from the trench excavation. When placed in the dry, such material shall be placed in 6-inch layers, each compacted to the densities specified in Article 3.07. Only hand operated mechanical compacting equipment shall be used within six inches of the installed pipe.
- B. After the initial portion of backfill has been placed as specified above, and after all excess water has completely drained from the trench, backfilling of the remainder of the trench may proceed. The remainder of the backfill shall be selected material obtained from the excavation and shall be placed in horizontal layers, the depth of which shall

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EXCAVATION AND BACKFILL FOR UTILITIES

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not exceed the ability of the compaction equipment employed, and in no event shall exceed a depth of 9 inches. Each layer shall be moistened, tamped, puddled, rolled or compacted to the densities specified in Article 3.07.

3.07 COMPACTION AND DENSITIES

- A. Compaction of backfill shall be 98 percent of the maximum density where the trench is located under structures or paved areas, and 95 percent of the maximum density elsewhere. More thorough compaction may be required when Work is performed in other regulatory agencies jurisdictions, such as the FDOT. Methods of control and testing of backfill construction are:
1. Maximum density of the material in trenches shall be determined by ASTM D 1557.
 2. Field density of the backfill material in place shall be determined by ASTM D 1556 or D 2922.
- B. Testing: Laboratory and field density tests, which in the opinion of the Engineer are necessary to establish compliance with the compaction requirements of these Specifications, shall be ordered by the Engineer. The Contractor shall coordinate and cooperate with the testing laboratory. The testing program will be implemented by the Engineer establishing depths and locations of tests. Modifications to the program will be made as job conditions change.
- C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured, at no additional cost to the City. The costs for retesting such Work shall be paid for by the Contractor.

3.08 ADDITIONAL EXCAVATION AND BACKFILL

- A. Where organic material, such as roots, muck, or other vegetable matter, or other material which, in the opinion of the Engineer, will result in unsatisfactory foundation conditions, is encountered below the level of the proposed pipe bedding material, it shall be removed to a depth of two feet below the outside bottom of the pipe or to a greater depths as directed by the Engineer and removed from the site. Sheeting shall be installed if necessary to maintain pipe trenches within the limits identified by the Engineer. The resulting excavation shall be backfilled with suitable backfill material, placed in 12-inch layers, tamped and compacted up to the level of the bottom of the proposed pipe bedding material. Sufficient compaction of this material shall be performed to protect the proposed pipe against settlement. Lean concrete may be used in lieu of backfill when pipe installation is in the wet or at the Contractor's option. Construction shall then proceed in accordance with the provisions of Article 3.05 "Pipe Bedding".
- B. Additional excavation (more than two feet below the pipe) shall be performed when ordered by the Engineer. Where organic or other material is encountered in the excavation, the Contractor shall bring the condition to the attention of the Engineer and obtain his determination as to whether or not the material will require removal, prior to

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preparing the pipe bedding. The excavation of material up to a depth of two feet below the outside bottom is an incidental item of construction and the Work shall be done at no additional cost to the City. Where ordered by the Engineer, excavation greater than two feet below the pipe and additional backfill will be compensated by the City.

3.09 FINE GRADING

- A. After piping trenches backfilled, the disturbed areas of the site shall be fine graded. Any lumber, undesirable materials and rocks larger than the 3-inch size shall be removed from the surface. The completed surface shall be to the preconstruction elevation unless otherwise directed by the City. Minor adjustments to line and grade may be required as the work progresses in order to satisfy field conditions.

3.10 ALTERNATE METHOD OF CONSTRUCTION

- A. Use of This Method: A combination of conditions in the substrate, water table, or method of disposal may be encountered during the course of the work which makes dewatering impossible, or only possible through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means (pumps, well points, etc.) to dewater the excavation have been employed without success, the Contractor, may request to employ the following Alternate Method of Construction. The concurrence of the Engineer shall be obtained in writing and shall limit the use of the alternate method of construction to such specific portions of the Work as the Engineer shall determine.
- B. The requirements set forth in other sections of these Specifications shall establish the required standards of construction quality for this work. Use of the alternate method of construction described hereinafter shall in no way be construed as relieving the Contractor of the work. No additional payment will be made to the Contractor for excavation, backfill, sheeting or any cost incurred for Work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The prices established in the Proposal shall be for full payment for the various items of work.
- C. Subject to all the requirements stated herein, including written acceptance of the Engineer, construction will be permitted in accordance with the following specifications. All requirements of these Specifications shall apply to this construction unless otherwise specifically modified herein.
- D. Removal of Water: The installation of pipe and appurtenances under water will be permitted and the requirements of Article 3.03 will be waived.
- E. Excavation shall be performed in accordance with Article 3.01.
- F. Pipe Bedding: Pipe bedding shall be placed from 6 inches below the outside bottom of the proposed pipe barrel up to the centerline of the pipe barrel. The bedding material shall be pearock as specified in Article 2.03 "Pearock". Limerock screenings, sand or other fine organic material shall not be used.

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- G. The bedding material shall be placed and then be shaped to receive the pipe at the intended elevation. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.
- H. Backfill: After the pipe is installed, backfilling shall proceed in accordance with the provisions of Article 3.06 "Backfill" and 3.07 "Compaction and Densities". Select backfill material shall be used to backfill around the pipe and to a level one foot above the crown of the pipe. Under no circumstances will material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.
- I. If the Alternate Method of Construction is used, all backfill material, including specified pipe bedding material, shall be carefully lifted into the trench and not released to fall freely therein until the bucket or container is at or just above water level. Under no circumstances will backfill material be dumped or pushed into the trenches containing water. Below existing water level, the backfill material shall be carefully rammed into place in uniform layers, of equal depth on each side of the pipe, up to the water level. Above the water level, backfill material shall be placed and compacted for normal backfill as previously specified.

3.09 RESTORATION OF EXISTING SURFACES

- A. Restore all grassed areas disturbed by the trenching operations by resodding in accordance with the Section entitled "Landscaping".
- B. Restore all asphaltic concrete pavement areas disturbed by the trenching operations in accordance with the Section entitled "Asphaltic Concrete Pavement."
- C. Restore all concrete pavement, curbs, and sidewalks disturbed by the trenching operations in accordance with the Section entitled "Concrete Pavement, Curbs and Walkways."

- END OF SECTION -

PROJECT NO. 12237

SECTION 02260 - FINISH GRADING

PART 1 -- GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall, under this Section, supply, place, compact and roll finish grade materials prior to landscaping work.
- B. Following removal of the well house structure, prepare area for sodding per the requirements in this specification.

1.02 PROTECTION

- A. The Contractor shall prevent damage to existing structures, fencing, trees, landscaping, natural features, bench marks, pavement, utility lines, and sprinkler system. In addition the Contractor shall correct all damaged areas at no cost to the City.

PART 2 -- PRODUCTS

2.01 MATERIALS

- A. Topsoil shall be friable loam free from subsoil, roots, grass, excessive amount of weeds, stones and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4% and a maximum of 25% organic matter.

PART 3 -- EXECUTION

3.01 SUB-SOIL PREPARATION

- A. Rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, etc., in excess of 2 inches in size. Remove sub-soil which has been contaminated with petroleum products or other materials.
- B. Cut out areas, to sub-grade elevation, which are to receive stabilizing base for paving and sidewalks.

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- C. Bring sub-soil to required levels, profiles and contours. Make changes in grade gradual. Blend slopes in to level areas.
- D. Slope grade away from building minimum 4 inches in 10 feet (unless indicated otherwise on Drawings).

3.02 PLACING TOPSOIL

- A. Place topsoil in area where seeding, sodding and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
 - 1. 6-inches for seeded areas.
 - 2. 4 1/2-inches for sodded areas.
 - 3. 24-inches for shrub beds.
 - 4. 18-inches for flower beds.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of sub-grades.
- D. Remove stones, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around trees, plants, buildings and other structures to prevent damage which may be caused by grading equipment.
- F. Lightly compact placed topsoil.

3.03 SURPLUS MATERIAL

- A. Remove surplus sub-soil and topsoil from site.
- B. Leave stockpile areas and entire job site clean and raked, ready to receive landscaping.

- END OF SECTION -

PROJECT NO. 12237

SECTION 02502 - DUCTILE IRON PIPE AND FITTINGS

PART 1 - GENERAL

1.1 SCOPE

- A. Furnish and install restrained pipe plugs and caps per the requirements herein.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Mechanical Wedge Action Type Joint: Use only in areas where adjoining to fixed points where laying length is determined in field. Prior to purchase and installation, type and application of this joint shall be approved by Engineer. Use of mechanical joint restraint or field-restraining type gaskets in excess of 12 inches shall not be allowed, unless an unexpected field condition requires cutting the pipe and installation of a field applied restraint. Use of set screws to provide restraint of any kind is not permitted.
1. Manufacturers and Products:
- a. Meg-a-lug, as manufactured by EBBA Iron.
 - b. Stargrip, as manufactured by Star Pipe Products.
 - c. Grip-ring, as manufactured by Romac.
- B. Mechanical Joint Fittings: In accordance with AWWA C111.
- C. Coating:
1. Buried Pipe: Asphaltic coating, 1 mil thick, in accordance with AWWA C151, C115, C110, and C153.
 2. Exposed Pipe within underground vaults: not used.
 3. Aboveground piping at the wellheads: not used
- D. Gaskets:
1. Gaskets for flat faced 150 and 250 psi working pressure flanges shall be 1/8-inch thick, red rubber (SBR), hardness 80 (Shore A), rated to 200 degrees F, conforming to ANSI B16.21, AWWA C207, and ASTM D1330, Grades 1 and 2.

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DUCTILE IRON PIPE AND FITTINGS

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2. Gaskets for grooved end joints shall be Halogenated butyl, conforming to ASTM D2000 and AWWA C606.
3. Tor-seal or equal gaskets shall be used for exposed, flanged joints.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install per manufacturer directions.

END OF SECTION

02502

DUCTILE IRON PIPE AND FITTINGS

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SECTION 02832 - TEMPORARY CONSTRUCTION FENCE

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Furnish and install temporary chain link fencing, posts, gates, etc. at the staging area where shown on the Drawings.

1.02 PERMITS

- A. Obtain permits as required by local jurisdiction.

PART 2 -- PRODUCTS

2.01 TEMPORARY CONSTRUCTION FENCE

- A. Type: Chain link, galvanized.
- B. Height: 8'-0".
- C. Posts: Pounded 2'-0" into ground.
- D. Gates: Two (2) gates minimum each with a 24'-0" wide opening.
- E. Lock and Chain: Provide locks and chains as required to secure gates.
- F. Windscreen: Provide fence with windscreen for privacy.
- G. Supplier or Equal: National Construction Rentals, Inc.

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. Install per supplier's instructions.

- END OF SECTION -

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TEMPORARY CONSTRUCTION FENCE

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SECTION 02850 - WELL MOBILIZATION AND CLEANUP

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This Section covers the work necessary to move in and move out personnel and equipment, set up and remove drill rigs and temporary facilities, and clean up site, complete.

PART 2 -- PRODUCTS - (NOT USED)PART 3 -- EXECUTION

3.01 GENERAL

- A. Accomplish all required work in accordance with applicable portions of these Specifications.
- B. Some obstructions may not be shown. The removal and replacement of minor obstructions such as electrical conduits, water, waste piping, and similar items shall be anticipated and accomplished, even though not shown or specifically mentioned.
- C. The Contractor shall be responsible for grading within the actual well demolition and staging areas to facilitate operations.
- D. The Contractor shall fill and grade land surfaces at each well location such that runoff is directed away from the well sites.

3.02 CONTAMINATION PRECAUTIONS

- A. Avoid contamination of the project area. Do not dump waste oil, rubbish, or other similar materials on the ground.

3.03 CLEANUP OF CONSTRUCTION AREAS

- A. Upon completion and acceptance of each well removal, remove from the site equipment, and all debris, unused materials, and other miscellaneous items resulting from or used in the operations. Replace or repair any facility which has been damaged during the site work. Restore the site as nearly as possible to its original condition.

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WELL MOBILIZATION AND CLEANUP

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- B All disturbed areas shall be restored to a condition at least equal to the pre-construction conditions including, but not limited to, all driveways, roads, fences and other improvements. The Contractor shall maintain a photographic record of pre and post-construction conditions at the work sites to substantiate any claims for pre-existing damage.

- END OF SECTION -

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WELL MOBILIZATION AND CLEANUP

SECTION 02853 - GEOPHYSICAL LOGGING

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall provide all work, materials, and equipment necessary to run x-y caliper logs to confirm the physical characteristics of the casing and open hole of the wells to be plugged and abandoned. The Contractor shall employ the services of a company acceptable to the Engineer to obtain geophysical logs. No payment will be made for logs which are unusable or inaccurate due to poor performance of the logging equipment.
- B. Each well to be plugged and abandoned shall have an x-y caliper log performed on it as soon as practical after mobilizing to the well site.

1.02 SUBMITTALS

- A. Geophysical Logs – Copies: Furnish six (6) hard copies of the x-y caliper logs to the Engineer within three hours of the time when logging was complete. A written field evaluation of their quality shall be submitted within two days of completion.

1.03 NOTIFICATIONS

- A. Notify the Engineer in writing and by phone 36 hours in advance (exclusive of Saturdays, Sundays and holidays) prior to any testing and/or geophysical logging.

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

3.01 LOGGING

- A. Caliper logs shall be run over the entire open hole and casing. Caliper logs shall be performed with a four-arm (x-y) tool. The Contractor shall notify the Engineer 36 hours in advance of any scheduled logging event.

- END OF SECTION -

PROJECT NO. 12237

SECTION 02870 – WELL PLUGGING AND ABANDONMENT

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall provide the work, materials, and equipment necessary for the plugging and abandonment of existing wells, complete, including the demolition of all above ground wellhead piping, well house structure and electrical.
- B. Plugging and abandonment of wells shall be in accordance with the requirements of 40E-3.531 of the Florida Administrative Code and any other applicable regulations.
- C. The number and locations of the wells to be plugged and abandoned, along with the associated demolition work, is shown on the Contract Drawings. The anticipated well casing and open hole depths listed in the Contract Drawings are approximate.
- D. It is recommended that interested bidders examine each existing well location prior to bidding.

1.02 WATER WELL CONTRACTOR

- A. All water well plugging and abandonment, along with associated permitting, shall be performed by a thoroughly experienced, competent, and Florida licensed water well contractor. "Water Well Contractor" means an individual who is responsible for the location, construction, repair, or abandonment of a water well and who is licensed under Chapter 62-531, F.A.C., to engage in the business of construction, repair, or abandonment of water wells.
- B. Contractor shall be responsible for obtaining all necessary local, state and agency permits and completion of summary reports.

1.03 SUBMITTALS

- A. General: Submit information as specified herein in accordance with the Section entitled "Submittals".
- B. Permit Application: For each well location, submit copies of the Department of Environmental Protection Form No. 62-532.900(1) titled "STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL".
- C. Well Abandonment Notification: For each well location, notify the Engineer in writing (by facsimile and follow-up mailed letter) at least five days (Saturdays, Sundays and holidays excepted) prior to the commencement of well plugging and abandonment.
- D. Daily Reports: The Contractor shall submit to the Engineer a daily drilling report describing the activities performed during the referenced period. Daily reports shall provide a detailed description of activities as approved by the Engineer. Reports shall be typed, legible and reproducible as per Engineer.

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WELL PLUGGING AND ABANDONMENT

PROJECT NO. 12237

- E. Cement Mixtures: Submit all cement mixtures to the Engineer prior to placement.
- F. Well Plugging and Abandonment Report: For each well location, submit a written report at the completion of the well plugging and abandonment. The report shall be completed on Department of Environmental Protection Form No. 62-532-900(2) titled "WELL COMPLETION REPORT".

1.04 REMEDIAL WORK

- A. If remedial work proves to be necessary to make a well acceptable and come within the governing regulations and/or Contract Documents because of accident, loss of tools, defective material or for any other cause, the Contractor shall propose a method of correcting the problem, in writing. Suggested methods shall be reviewed and accepted by the Engineer before work proceeds. Such work shall be performed at no additional cost to the City and it shall not extend the length of the Contract. The Contractor is notified that all requirements of the Contract Documents shall be met, including hole straightness and setting of casings to the points designated by the Engineer.

PART 2 – PRODUCTS

2.01 GROUT

- A. Neat Cement Grout: Neat cement grout shall be a mixture of one bag (94 pounds) of ASTM Type II (API Class B) cement mixed with 5.2 to 5.5 gallons of water per sack of cement. No more mix water than that specified in the Halliburton Cementing Tables shall be utilized.

2.02 WATER

- A. The Contractor shall use only potable water for grout preparation.
- B. Water shall be obtained by the Contractor at his own expense from a source to be determined by the Contractor.

PART 3 – EXECUTION

3.01 WELL PLUGGING AND ABANDONMENT

- A. Well plugging and abandonment shall be in accordance with the details shown on the Contract Drawings and as specified herein.
- B. Wells shall be plugged and capped (1-foot thick cap minimum) using neat cement grout per 62-532.500(4) of the Florida Administrative Code.

3.02 DEMOLITION OF WELLHEAD

- A. Cut and cap transmission piping below ground as shown on the Contract Drawings.
- B. Remove and dispose of all pumps and drop piping, along with all above ground piping, valves, check valves, etc. These components shall become the property of the Contractor.

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WELL PLUGGING AND ABANDONMENT

PROJECT NO. 12237

- C. Electrical disconnections of the pumping equipment shall be made in accordance with applicable electrical codes.
- D. Well house structures, including walls, slabs, pipe supports, foundations, roofs, fences, doors, etc. shall be removed and disposed of completely.

3.02 CASING TERMINATION

- A. Cut the existing casing off a minimum of 36-inches below existing grade or as shown on the Contract Drawings.
- B. Cap the top of the casing as shown on the Contract Drawings.

3.03 SITE RESTORATION AND CLEANUP

- A. Upon completion of the work, remove the premises all materials, debris, tools, machinery, excess plugging material and demolition debris.
- B. The area disturbed by the work shall be restored. Restoration shall include backfilling with suitable off-site fill (if required), grading, placement of topsoil and sodding the disturbed areas. Sodding shall be in accordance with Section 02901 of the Contract Documents.

3.04 DISPOSAL OF WATER

- A. The Contractor is responsible for disposal of all fluids produced during the work. The Contractor shall be responsible for all necessary permitting associated with water disposal. The Contractor shall submit a written plan for disposal at the pre-construction meeting for review by the Engineer.
- B. The Contractor shall ensure that his own and other work sites and associated access roads are maintained in a reasonably dry condition so that work activities are not impaired.
- C. Furnish and install necessary temporary piping as required to convey water to the disposal location.
- D. The determination of the disposal location for water is the Contractor's responsibility. The Contractor shall be responsible for all necessary permitting associated with water disposal. The Contractor shall provide for the disposal of the water in such a manner as shall not cause injury to public health or private property, or to any portion of the work completed or in progress, or to the surface of the streets, existing sanitary or storm sewers, or the surface of private or public property, or impediment to the use of the streets by the public.

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3.06 RECORD KEEPING

- A. For each well maintain records of the entire plugging and abandonment procedure in accordance with AWWA A100, titled Water Wells, and the requirements of the applicable Water Management District and the applicable Health Department.

3.07 SUPPLEMENTS

- A. The supplements listed below, following "END OF SECTION," are part of this Specification.

Supplement – 1, Department of Environmental Protection Form No. 62-532-900(1), entitled "STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL".

Supplement – 2, Department of Environmental Protection Form No. 62-532-900(2), entitled "WELL COMPLETION REPORT".

- END OF SECTION -



STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL

- Southwest
Northwest
St. Johns River
South Florida
Suwannee River
DEP
Delegated Authority (If Applicable)

PLEASE FILL OUT ALL APPLICABLE FIELDS (*Denotes Required Fields Where Applicable)

The water well contractor is responsible for completing this form and forwarding the permit application to the appropriate delegated authority where applicable.

Permit No.
Florida Unique ID
Permit Stipulations Required (See Attached)
62-524 Quad No. Delineation No.
CUP/WUP Application No.
ABOVE THIS LINE - FOR OFFICIAL USE ONLY

1. Owner, Legal Name if Corporation Address City State ZIP Telephone Number
2. Well Location - Address, Road Name or Number, City
3. Parcel ID No. (PIN) or Alternate Key (Circle One) Lot Block Unit
4. Section or Land Grant Township Range County Subdivision Check if 62-524: Yes No
5. Water Well Contractor License Number Telephone Number E-mail Address
6. Water Well Contractor's Address City State ZIP
7. Type of Work: Construction Repair Modification Abandonment
8. Number of Proposed Wells Reason for Repair, Modification, or Abandonment
9. Specify Intended Use(s) of Well(s): Domestic Landscape Irrigation Agricultural Irrigation Site Investigations
Bottled Water Supply Recreation Area Irrigation Livestock Monitoring
Public Water Supply (Limited Use/DOH) Nursery Irrigation Test
Public Water Supply (Community or Non-Community/DEP) Commercial/Industrial Earth-Coupled Geothermal
Class I Injection Golf Course Irrigation HVAC Supply HVAC Return
Class V Injection: Recharge Commercial/Industrial Disposal Aquifer Storage and Recovery Drainage
Remediation: Recovery Air Sparge Other (Describe)
Other (Describe)
10. Distance from Septic System if <= 200 ft. 11. Facility Description 12. Estimated Start Date
13. Estimated Well Depth ft. Estimated Casing Depth ft. Primary Casing Diameter in. Open Hole: From To ft.
14. Estimated Screen Interval: From To ft.
15. Primary Casing Material: Black Steel Galvanized PVC Stainless Steel
Not Cased Other:
16. Secondary Casing: Telescope Casing Liner Surface Casing Diameter in.
17. Secondary Casing Material: Black Steel Galvanized PVC Stainless Steel Other
18. Method of Construction, Repair, or Abandonment: Auger Cable Tool Jetted Rotary Sonic
Combination (Two or More Methods) Hand Driven (Well Point, Sand Point) Hydraulic Point (Direct Push)
Horizontal Drilling Plugged by Approved Method Other (Describe)
19. Proposed Grouting Interval for the Primary, Secondary, and Additional Casing:
From To Seal Material (Bentonite Neat Cement Other)
From To Seal Material (Bentonite Neat Cement Other)
From To Seal Material (Bentonite Neat Cement Other)
From To Seal Material (Bentonite Neat Cement Other)
20. Indicate total number of existing wells on site List number of existing unused wells on site
21. Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? Yes No If yes, complete the following: CUP/WUP No. District Well ID No.
22. Latitude Longitude
23. Data Obtained From: GPS Map Survey Datum: NAD 27 NAD 83 WGS 84
I hereby certify that I will comply with the applicable rules of Title 40, Florida Administrative Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that all information provided in this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after completion of the construction, repair, modification, or abandonment authorized by this permit, or the permit expiration, whichever occurs first.
I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of their responsibilities as stated above. Owner consents to allowing personnel of this WMD or Delegated Authority access to the well site during the construction, repair, modification, or abandonment authorized by this permit.
*Signature of Contractor *License No. *Signature of Owner or Agent *Date

Date Stamp
Official Use Only

Approval Granted By Issue Date Expiration Date Hydrologist Approval
Fee Received \$ Receipt No. Check No.
THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD OR DELEGATED AUTHORITY. THE PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.
DEP Form: 62-532.900(1) Incorporated in 62-532.400(1), F.A.C. Effective Date: October 7, 2010

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

Comments:

***General Site Map of Proposed Well Location**



[Empty area for the General Site Map of Proposed Well Location]

Identify known roads and landmarks. Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources, if applicable.

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp



Southwest
Northwest
St. Johns River
South Florida
Suwannee River
DEP
Delegated Authority (If Applicable)

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(* Denotes Required Fields Where Applicable)

Official Use Only

1.*Permit Number *CUP/WUP Number *DID Number 62-524 Delineation No.

2.*Number of permitted wells constructed, repaired, or abandoned *Number of permitted wells not constructed, repaired, or abandoned

3.*Owner's Name 4.*Completion Date 5. Florida Unique ID

6. *Well Location - Address, Road Name or Number, City, ZIP

7.*County *Section Land Grant *Township *Range

8. Latitude Longitude

9. Data Obtained From: GPS Map Survey Datum: NAD 27 NAD 83 WGS 84

10.*Type of Work: Construction Repair Modification Abandonment

11.*Specify Intended Use(s) of Well(s)
Domestic Landscape Irrigation Agricultural Irrigation Site Investigations
Bottled Water Supply Recreation Area Irrigation Livestock Monitoring
Public Water Supply (Limited Use/DOH) Nursery Irrigation Test
Public Water Supply (Community or Non-Community/DEP) Commercial/Industrial Earth-Coupled Geothermal
Class I Injection Golf Course Irrigation HVAC Supply
Class V Injection: Recharge Commercial/Industrial Disposal Aquifer Storage and Recovery Drainage
Remediation: Recovery Air Sparge Other (Describe)
Other (Describe)

12.*Drill Method Auger Cable Tool Rotary Combination (Two or More Methods) Jetted Sonic
Horizontal Drilling Hydraulic Point (Direct Push) Other

13.*Measured Static Water Level ft. Measured Pumping Water Level ft. After Hours at GPM

14.*Measuring Point (Describe) Which is ft. Above Below Land Surface *Flowing: Yes No

15.*Casing Material: Black Steel Galvanized PVC Stainless Steel Not Cased Other

16.*Total Well Depth ft. Cased Depth ft. *Open Hole: From To ft. *Screen: From To ft. Slot Size

17.*Abandonment: Other (Explain)
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

18.*Surface Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

19.*Primary Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

20.*Liner Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

21.*Telescope Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

22. Pump Type (If Known): Centrifugal Jet Submersible Turbine
Horsepower Pump Capacity (GPM)
Pump Depth ft. Intake Depth ft.

23. Chemical Analysis (When Required):
Iron ppm Sulfate ppm Chloride ppm
Laboratory Test Field Test Kit

24. Water Well Contractor:
*Contractor Name *License Number E-mail Address

*Contractor's Signature *Driller's Name (Print or Type)

(I certify that the information provided in this report is accurate and true.)

CAM #17-0911

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
 PHONE: (352) 796-7211 or (800) 423-1476
 WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 4049 REID STREET, PALATKA, FL 32178-1429
 PHONE: (386) 329-4500
 WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
 (U.S. Highway 90, 10 miles west of Tallahassee)
 PHONE: (850) 539-5999
 WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 P.O. BOX 24680
 3301 GUN CLUB ROAD
 WEST PALM BEACH, FL 33416-4680
 PHONE: (561) 686-8800
 WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
 9225 CR 49
 LIVE OAK, FL 32060
 PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
 WWW.MYSUWANNEERIVER.COM

*DRILL CUTTINGS LOG (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)						
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____	ft.	To _____	ft.	Color _____	Grain Size (F, M, C) _____	Material _____

Comments: _____

***Detailed Site Map of Well Location**



PROJECT NO. 12237

SECTION 02900 - LANDSCAPING

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Provide, through the services of a landscape subcontractor all landscape Work including grading, lawns, grasses, labor, material, equipment and all miscellaneous Work required for a complete landscaped site as shown on the Drawings and as specified herein.
- B. The Contractor shall replace sod damaged by its operations.

1.02 SUBMITTALS

- A. Submit shop drawings and other information for review in accordance with the Section entitled "Submittals."
- B. Shop drawings shall include subcontractor qualifications and list of applicable job references.

1.03 SITE INSPECTION

- A. The CONTRACTOR shall personally examine the site and fully acquaint itself with all of the existing conditions in order that no misunderstanding may afterwards arise as to site character or as to the extent of the Work to be done. No additional compensation will be granted due to any unusual difficulties which may be encountered in the execution or maintenance of any portion of the Work.

PART 2 -- PRODUCTS

2.01 SOD

- A. Sod: Sod shall be Argentine Bahia.

PART 3 -- EXECUTION

3.01 DELIVERY, STORAGE AND HANDLING

- A. Sod: The CONTRACTOR shall schedule the delivery so that sod, mulch and fertilizer for sodding will be placed within 24 hours after site preparation is complete.

3.02 FINE GRADING

- A. Fine grading shall consist of final finish grading of lawn and planting areas that have been rough graded. The CONTRACTOR shall fine grade the lawn and planting areas with top soil to bring the rough grade up to final finish grade allowing for thickness of sod and/or mulch depth. The CONTRACTOR shall fine grade by hand and/or with any necessary

02900

LANDSCAPING

PROJECT NO. 12237

equipment. The ENGINEER reserves the right to interpret engineering cross sections of grading during rough and fine grading of the site to establish the final topography.

3.03 LAWN SODDING METHODS

- A. General: Fertilizing, sodding, and/or mulching operations will not be permitted when wind velocities exceed 15 miles per hour. Sod shall be laid only when the soil is moist and in proper condition to induce growth. No sodding shall be done when the ground is unduly wet.
- B. Preparation of Area to be Sodded: The prepared soil shall be loose and reasonably smooth (drag with Farris Mat, if necessary). It shall be reasonably free of large clods, roots and other material which will interfere with the Work and subsequent mowing and maintenance operations. Fine grade areas to receive sodding shall be prepared with four inches of a combination of one third organic material, one third peat and one third sand.
- C. Irrigation: The sodded area shall be watered so as to provide optimum growth conditions for the establishment of the grass, irrigate for brief intervals (10-15 minutes) three to four times a day, until established. Avoid standing water and over watering, but keep top layer of soil moist until seeds germinate.

3.06 LAWN MAINTENANCE

- A. The CONTRACTOR shall, at its expense, maintain the planted areas in a satisfactory condition until final acceptance of the project in accordance with the Contract Documents. Such maintenance shall include the filling, leveling and repairing of any washed or eroded areas, as may be necessary. The ENGINEER, at any time, may require replanting of areas in which the establishment of the grass stand does not appear to be developing satisfactorily.
- B. If a planted area must be replanted due to the CONTRACTOR's negligence, carelessness in scheduling its activities in a reasonable manner or failure to provide routine maintenance of such area, such replacement shall be at the CONTRACTOR's expense.

- END OF SECTION -

Attachment 1
Permit Determination
Broward County Health Department

Broward County Health Department Permit Determination

- Based upon August 2, 2016 phone discussion with the Broward County Health Department (BCHD), the Contractor is required to complete the application titled "State of Florida Permit application to Construct, Repair, Modify, or Abandon a Well" (DEP Form: 62-532.900(1)).
- Contractor see Specification 02870 for DEP Form: 62-532.900(1).

ATTACHMENT 2

Permit Determination

**Broward County Environmental Protection
and Growth Management**

Development/Environmental Review

Conclusion: This project does not require a Development / Environmental Review Approval Certificate per February 06, 2017 email from Broward County Environmental Protection and Growth Management.

From: DERPlans [mailto:DERPlans@broward.org]
Sent: Monday, February 06, 2017 2:33 PM
To: Brown, George A. <gbrown@hazenandsawyer.com>
Subject: DEVELOPMENT/ENVIRONMENTAL APPLICATION NO: 000403824

The project submitted appears to be for demolition only, meaning nothing is being installed, replaced or built (i.e. just removal). If this assumption is correct, then these types of projects do not require a Development/Environmental Review Approval Certificate. However, it will require you follow item 1 listed below. If you are installing, replacing or building something, please provide additional plans for this activity. Thank you.

1. FOR ANY DEMOLITION INVOLVED WITH THIS PROJECT including any underground piping removal refer to the following link for the "Statement of Responsibilities Regarding Asbestos" or contact the Pollution Prevention Division at 954-519-1260. <http://www.broward.org/ePermits/Search/Pages/PermitDetails.aspx?permitID=395> **(PLEASE CONTACT THE AIR ASBESTOS SECTION WITH ANY REPORTS, ETC. FOR DEMOLITION AT 954-519-1260)**

Planning and Environmental Regulation Division
1 N University Drive, Suite 102A
Plantation, FL, 33324.

Please contact us at 954-357-6666 if you have any questions.

ATTACHMENT 3

Federal Aviation Administration

Notice of Proposed Construction or

Alteration

Conclusion: This project requires coordination with the FAA and the Fort Lauderdale Executive Airport. A “Notice of Proposed Construction or Alteration” shall be submitted for each respective well site and staging area.

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§ 77.7 Form and time of notice.

(a) If you are required to file notice under §77.9, you must submit to the FAA a completed FAA Form 7460-1, Notice of Proposed Construction or Alteration. FAA Form 7460-1 is available at FAA regional offices and on the Internet.

(b) You must submit this form at least 45 days before the start date of the proposed construction or alteration or the date an application for a construction permit is filed, whichever is earliest.

(c) If you propose construction or alteration that is also subject to the licensing requirements of the Federal Communications Commission (FCC), you must submit notice to the FAA on or before the date that the application is filed with the FCC.

(d) If you propose construction or alteration to an existing structure that exceeds 2,000 ft. in height above ground level (AGL), the FAA presumes it to be a hazard to air navigation that results in an inefficient use of airspace. You must include details explaining both why the proposal would not constitute a hazard to air navigation and why it would not cause an inefficient use of airspace.

(e) The 45-day advance notice requirement is waived if immediate construction or alteration is required because of an emergency involving essential public services, public health, or public safety. You may provide notice to the FAA by any available, expeditious means. You must file a completed FAA Form 7460-1 within 5 days of the initial notice to the FAA. Outside normal business hours, the nearest flight service station will accept emergency notices.

§ 77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

(a) Any construction or alteration that is more than 200 ft. AGL at its site.

(b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:

(1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.

(2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.

(3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.

(c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.

(d) Any construction or alteration on any of the following airports and heliports:

(1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;

(2) A military airport under construction, or an airport under construction that will be available for public use;

(3) An airport operated by a Federal agency or the DOD.

(4) An airport or heliport with at least one FAA-approved instrument approach procedure.

(e) You do not need to file notice for construction or alteration of:

(1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;

(2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;

(3) Any construction or alteration for which notice is required by any other FAA regulation.

(4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193
Fax: (817) 321-7765
Phone: (817) 321-7750

Website: <https://oeaaa.faa.gov>

INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in ITEM #21 "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in ITEM #21 "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enters the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. DO NOT LEAVE BLANK.

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" DO NOT LEAVE BLANK. NOTE: High Intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held G P S instrument is NOT acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under ITEM #20.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datum may be used. It is important to know which datum is used. DO NOT LEAVE BLANK.

ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17', 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under ITEM #20.

ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of ITEM #16 + ITEM #17.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-888-275-8747 or via internet at "<http://store.usgs.gov>". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.

- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.).

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation's and zoning authorities.

Paperwork Reduction Work Act Statement: This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory or anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB control number associated with this collection is 2120-0001. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, AES-200.

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

CITY PROJECT No. 12237

ABANDONMENT OF WATER WELLS AT

FORT LAUDERDALE EXECUTIVE AIRPORT

DRAWINGS

FEBRUARY 2017



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

Hazen

HAZEN AND SAWYER
 4000 HOLLYWOOD BOULEVARD, SUITE 750N
 HOLLYWOOD, FLORIDA 33021
 CERTIFICATE OF AUTHORIZATION NO : 2771

SHEET No.	DRAWING No.	DRAWING DESCRIPTION
1	G-01	COVER SHEET AND LIST OF DRAWINGS
2	G-02	GENERAL NOTES
3	G-03	WELL LOCATION MAP
4	C-01	PRODUCTION WELL PW-2
5	C-02	PRODUCTION WELL PW-3
6	C-03	PRODUCTION WELL PW-7
7	C-04	PRODUCTION WELL PW-8
8	C-05	PRODUCTION WELL PW-9
9	C-06	PRODUCTION WELL PW-21
10	C-07	DETAILS - SHEET 1
11	C-08	DETAILS - SHEET 2
12	C-09	DETAILS - SHEET 3

 GEORGE A. BROWN, P.E. No. 56076

COVER SHEET AND LIST OF DRAWINGS
 SHEET 1 OF 12
 DRAWING No. G-01

GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
2. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING PIPELINES OR UTILITIES WHETHER SHOWN OR NOT.
3. THE CONTRACTOR SHALL INSURE THAT ALL NECESSARY PERMITS ARE IN HAND BEFORE COMMENCEMENT OF CONSTRUCTION.
4. ALL PRACTICAL AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL AND OR DAMAGE.
5. THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA 48 HOURS MINIMUM PRIOR TO START OF CONSTRUCTION, AND SHALL HAVE ALL SERVICE LINES (UTS, FPL, WATER, CABLE, AT&T, SANITARY SEWER, IRRIGATION, FORCE MAIN AND OTHERS) LOCATED AND FLAGGED PRIOR TO ANY EXCAVATION.
7. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL UTILITY LINES AND SERVICES DAMAGED DURING CONSTRUCTION, INCLUDING IRRIGATION LINES AND SERVICES. THE APPROPRIATE UTILITY SHALL BE NOTIFIED OF ALL DAMAGED LINES PRIOR TO REPAIR. ALL NECESSARY REPAIRS SHALL BE PERFORMED IMMEDIATELY UPON DAMAGE OF THE LINE.
8. ALL ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929.
9. THE CONTRACTOR IS REQUIRED TO OBTAIN ADVANCED WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
10. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY REQUIRED PLAN DEVIATIONS.
11. THE UNDERGROUND CONTRACTOR SHALL MINIMIZE THE WORK AREA AND WIDTH OF TRENCHES TO AVOID UNNECESSARY DISTURBANCES OF EXISTING FACILITIES. SPOIL FROM TRENCHES SHALL BE PLACED ON PREVIOUSLY CLEARED AREAS, EXISTING RIGHT-OF-WAY OR APPROVED EASEMENT. THE CONTRACTOR SHALL NOT REMOVE OR DISTURB ANY TREES OR SHRUBS WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

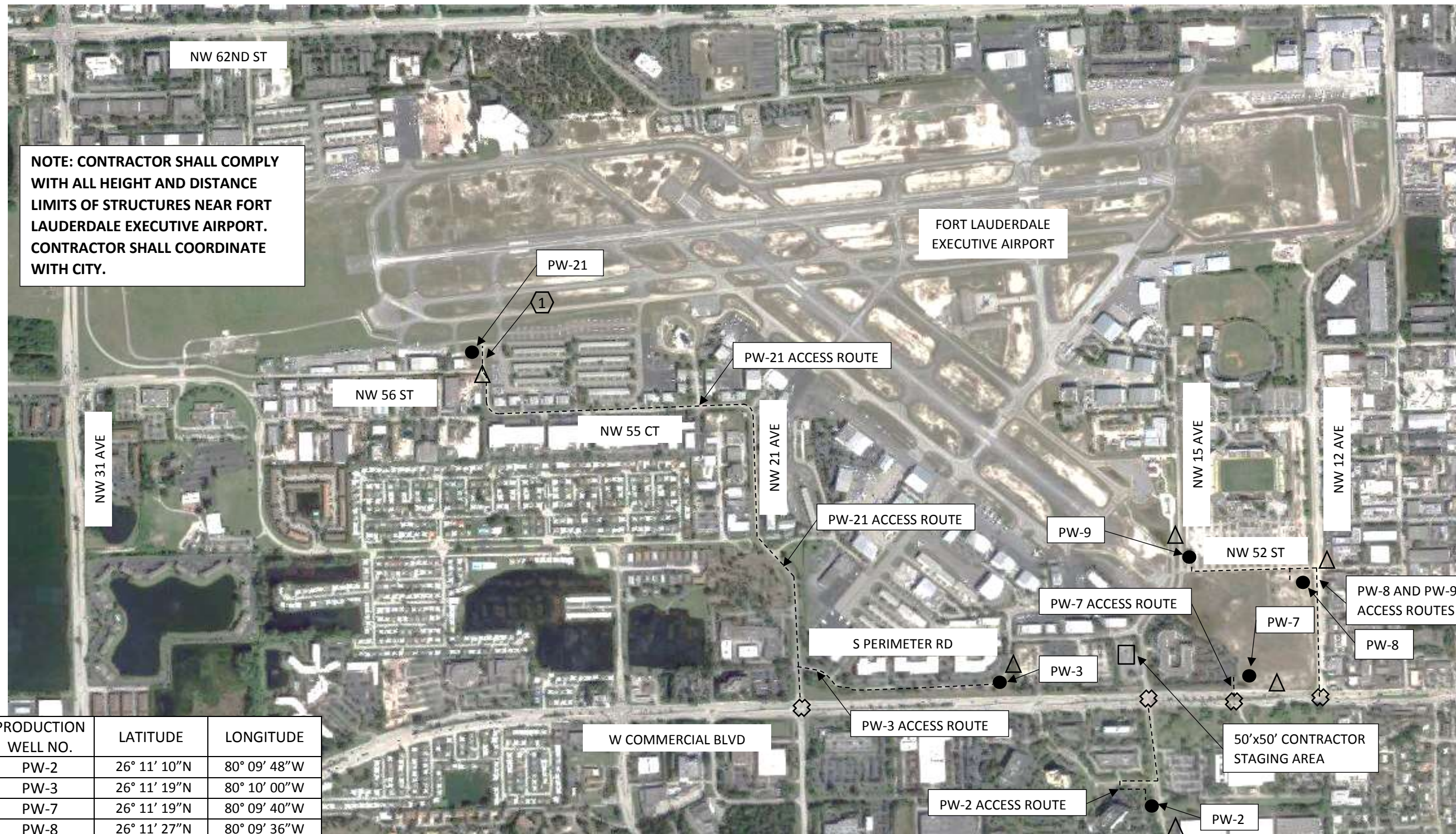
12. ALL MODIFICATIONS TO EXISTING WATER MAINS SHALL BE MADE UNDER THE DIRECTION OF THE CITY OF FORT LAUDERDALE.
13. CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
14. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
15. TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION.
16. CONTRACTOR SHALL PROMPTLY (i.e., 48 HOURS) REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
17. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
18. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK, FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
19. THE CONTRACTOR SHALL PAINT NEW TRAFFIC STRIPE MARKINGS WHERE EXISTING TRAFFIC STRIPE MARKINGS ARE DAMAGED OR REMOVED DURING CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL.

GENERAL NOTES – TRAFFIC CONTROL PLAN

1. THIS PROJECT REQUIRES WORK WITHIN THE CITY OF FORT LAUDERDALE RIGHT-OF-WAY. PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLAN TO THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY TRAFFIC ENGINEERING AS REQUIRED PRIOR TO THE COMMENCEMENT OF WORK. CITY OF FORT LAUDERDALE MOT REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. COPY OF APPROVED MOT SHALL BE SUBMITTED TO ENGINEER PRIOR TO START OF WORK.

2. THE TRAFFIC CONTROL PLANS FOR THE PROJECT SHALL COMPLY WITH THE LATEST EDITION OF THE ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX NO. 600-660. MUTCD AND THE STANDARD SPECIFICATIONS. THE CONTRACTOR'S RESPONSE TIME TO ALL REPORTED MALFUNCTIONS OF TRAFFIC SIGNALS WITHIN THE PROJECT LIMITS SHALL BE NO MORE THAN TWO (2) HOURS AND SHALL RESTORE ALL MALFUNCTIONING TRAFFIC SIGNAL EQUIPMENT TO ITS LEVEL OF OPERATION PRIOR TO THE MALFUNCTIONING WITHIN TWENTY-FOUR (24) HOURS. DURING THIS TIME THE CONTRACTOR SHALL PROVIDE AT HIS EXPENSE TEMPORARY TRAFFIC CONTROL DEVICES, FLAGGED PERSONNEL AND LAW ENFORCEMENT PERSONNEL AS NECESSARY TO MAINTAIN A SAFE AND EFFICIENT FLOW OF TRAFFIC AT THE AFFECTED WORK ZONE.
3. THE CONTRACTOR SHALL MAINTAIN PROPER OPERATION OF ALL TRAFFIC SIGNAL LOOP ASSEMBLIES AND LOOP DETECTORS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL CORRECT ALL LOOP ASSEMBLY/DETECTOR MALFUNCTIONS WITHIN 24 HOURS OF NOTIFICATION OF SUCH MALFUNCTIONS BY THE ENGINEER.
4. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING.
5. A REGULATORY SPEED OF 25 MPH SHALL BE POSTED WITHIN THE LIMITS OF THE WORK ZONE.
6. EXISTING SIGNS AND PAVEMENT MARKINGS THAT CONFLICT WITH CONSTRUCTION SIGNS AND MARKINGS SHALL BE REMOVED DURING CONSTRUCTION. ALL EXISTING SIGNS THAT ARE REMOVED SHALL BE STOCKPILED IN A SECURE PLACE AND REINSTALLED AFTER CONSTRUCTION. REMOVE AND REPLACE ANY GROUND MOUNT SIGN BY USE OF INDEX NO. 611.
7. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND PREVENT ADVERSE FLOODING OF THE TRAVEL LANES DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY FOR ANY AND ALL CONSTRUCTION ACTIVITIES TO BE PERFORMED AT NIGHT. NO LANE CLOSURE SHALL BE ALLOWED BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM AND 4:00 PM TO 7:00 PM, MONDAY THROUGH FRIDAY UNLESS APPROVED BY THE CITY OF FORT LAUDERDALE, BROWARD COUNTY AND THE ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY TWO (2) BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

<p>GEORGE A. BROWN P.E. No. 56076</p>	 <p>HAZEN AND SAWYER 4000 HOLLYWOOD BOULEVARD, SUITE 750N HOLLYWOOD, FLORIDA 33021 CERTIFICATE OF AUTHORIZATION NO : 2771</p>	 <p>CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301</p>	<p>NOT TO SCALE</p>	<p>ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT</p> <p>GENERAL NOTES</p>	<p>DWG No.</p> <p><u>G-02</u></p> <p>CAM #17-0911</p>
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NOTE: CONTRACTOR SHALL COMPLY WITH ALL HEIGHT AND DISTANCE LIMITS OF STRUCTURES NEAR FORT LAUDERDALE EXECUTIVE AIRPORT. CONTRACTOR SHALL COORDINATE WITH CITY.



GENERAL NOTES:

1. ALL EXISTING WELLS AND HYDRANTS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
2. SEE CORRESPONDING CIVIL DRAWINGS FOR ENLARGED SITE PLAN OF EACH WELL.

KEYED NOTES:

- ① CONTRACTOR SHALL COORDINATE WITH CITY FOR GATE ACCESS.

LOCATION DATA:

PW-2, 3, 6, 7, 8, AND 9:
 SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E

PW-21:
 SECTION: 08
 TOWNSHIP: 49S
 RANGE: 42E

LEGEND:

- EXISTING PRODUCTION WELL (PW) TO BE PLUGGED AND ABANDONED UNDER CITY PROJECT # 12237
- ▲ EXISTING FIRE HYDRANT
- ⊗ ACCESS ROUTE STARTING POINT

PRODUCTION WELL NO.	LATITUDE	LONGITUDE
PW-2	26° 11' 10"N	80° 09' 48"W
PW-3	26° 11' 19"N	80° 10' 00"W
PW-7	26° 11' 19"N	80° 09' 40"W
PW-8	26° 11' 27"N	80° 09' 36"W
PW-9	26° 11' 29"N	80° 09' 44"W
PW-21	26° 11' 44"N	80° 10' 43"W

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 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NOT TO SCALE

ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT
WELL LOCATION MAP

DWG No. G-03
 CAM #17-0911
 Exhibit 3

LOCATION DATA:

SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



DEMOLITION PHOTO – PW-2
NTS

1	2	3	5
C-07	C-07	C-08	C-09

PW-2 LOCATION
 LATITUDE: 26° 11' 10"N
 LONGITUDE: 80° 09' 48"W



ENLARGED SITE PLAN – PW-2
NTS

GENERAL NOTES:

1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
2. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WITH THE CITY OF FORT LAUDERDALE WELLFIELD OPERATIONS STAFF WHETHER OR NOT THE EXISTING RAW WATER PIPELINE IS PRESSURIZED. NO CUTTING OF PIPE SHALL BE PERFORMED UNTIL VERIFICATION IS COMPLETE.
3. IT IS UNKNOWN IF ELECTRICAL POWER TO THE WELL IS ENERGIZED. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WHETHER OR NOT POWER IS ENERGIZED.

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 REMOVE TREES AND HEAVY BUSH AS NEEDED FOR WELL ACCESS.
- 4 PW-2 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

2 FULL BUSINESS DAYS BEFORE DIGGING
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LEGEND:

TO BE REMOVED

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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-2

DWG No.

C-01

LOCATION DATA:

SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



DEMOLITION PHOTO – PW-3
NTS

1 2 5

1	2	3	5
C-07	C-07	C-08	C-09

PW-3 LOCATION
 LATITUDE: 26° 11' 19"N
 LONGITUDE: 80° 10' 00"W



ENLARGED SITE PLAN – PW-3
NTS

GENERAL NOTES:

1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
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- 3 PROTECT THE EXISTING TREES AND LANDSCAPING FROM DAMAGE. THE CONTRACTOR SHALL REPLACE ANY TREES AND LANDSCAPING DAMAGED BY THEIR WORK. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS AS REQUIRED.
- 4 PW-3 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

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LEGEND:



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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-3

DWG No.

C-02



DEMOLITION PHOTO – PW-7
NTS

1	2	3	5
C-07	C-07	C-08	C-09

1 2 5

4
C-08

3

PW-7 LOCATION
LATITUDE: 26° 11' 19"N
LONGITUDE: 80° 09' 40"W



ENLARGED SITE PLAN – PW-7
NTS



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN

LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E

KEYED NOTES:

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- 4 PW-7 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-7

DWG No.
C-03



DEMOLITION PHOTO – PW-8
NTS

1	2	3	5
C-07	C-07	C-08	C-09

① ② ⑤

④

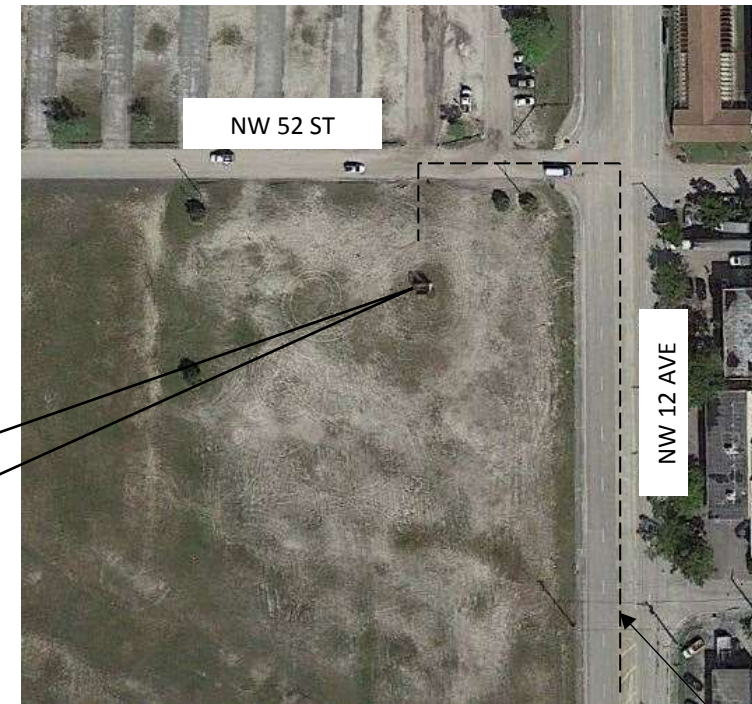
LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



PW-8 LOCATION
LATITUDE: 26° 11' 27"N
LONGITUDE: 80° 09' 36"W

ENLARGED SITE PLAN – PW-8
NTS

③

KEYED NOTES:

- ① DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- ② COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.

- ③ PW-8 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- ④ REMOVE TREES AS NEEDED FOR WELL ACCESS.
- ⑤ ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

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CALL 1-954-828-8000

LEGEND:

TO BE REMOVED

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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-8

DWG No.
C-04

LOCATION DATA:

SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



DEMOLITION PHOTO – PW-9
NTS

1	2	3	5
C-07	C-07	C-08	C-09

1 2 5

3

PW-9 LOCATION
 LATITUDE: 26° 11' 29"N
 LONGITUDE: 80° 09' 44"W



ENLARGED SITE PLAN – PW-9
NTS

GENERAL NOTES:

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- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 REMOVE TREES AND HEAVY BRUSH AS NEEDED FOR WELL ACCESS.
- 4 PW-9 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

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PRODUCTION WELL PW-9

DWG No.

C-05



DEMOLITION PHOTO – PW-21
NTS

1 2 5

1	2	3	5
C-07	C-07	C-08	C-09

LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



SEE ENLARGED SITE PLAN

LOCATION MAP
NTS

PW-21 LOCATION
LATITUDE: 26° 11' 44"N
LONGITUDE: 80° 10' 43"W



EXISTING SOLAR PANEL

NW 56 ST

ENLARGED SITE PLAN – PW-21
NTS

GENERAL NOTES:

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- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 PW-21 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 4 PROTECT EXISTING INFRASTRUCTURE THAT MIGHT BE DAMAGED BY CONTRACTOR'S WORK.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

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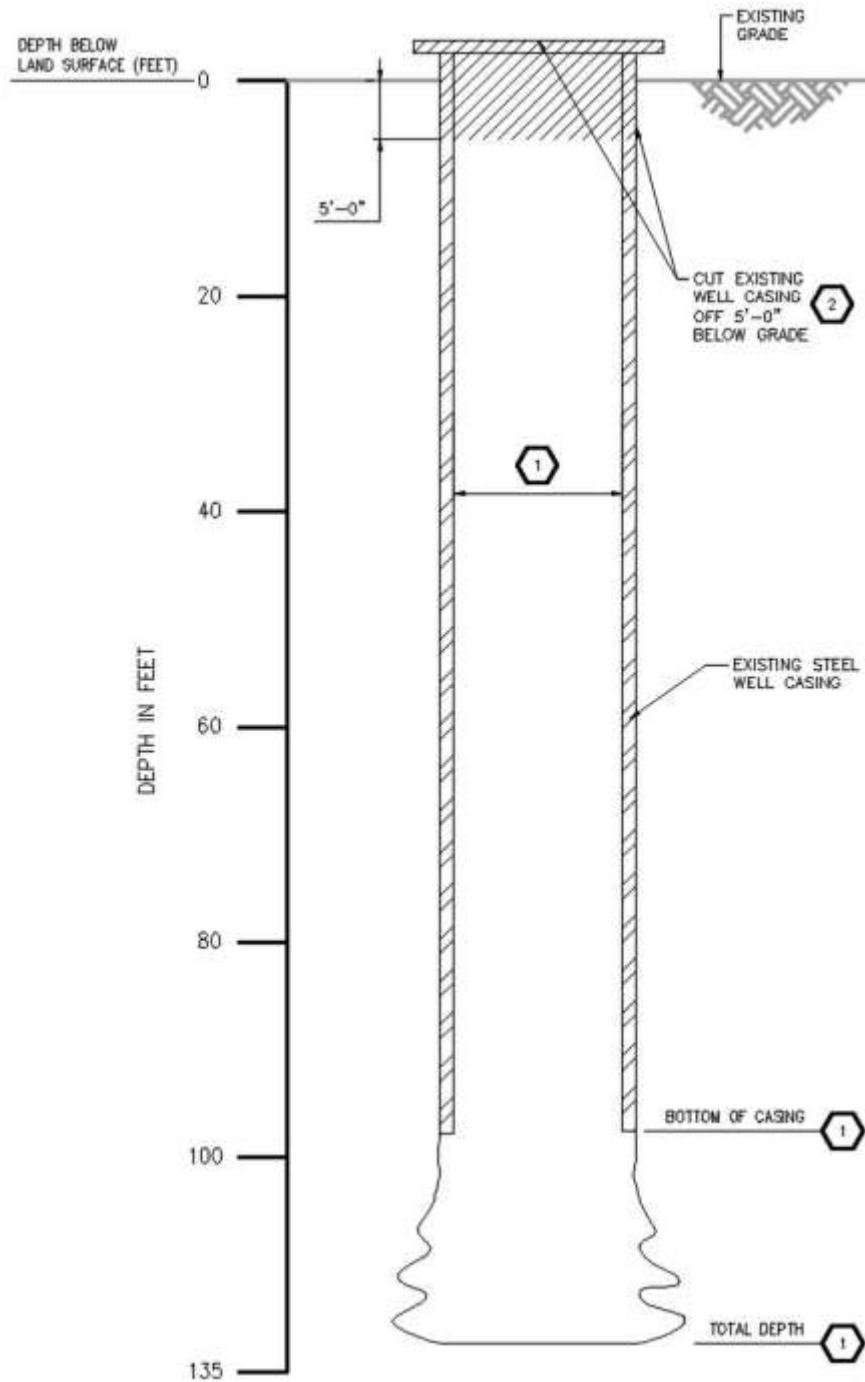
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NOT
TO SCALE

ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

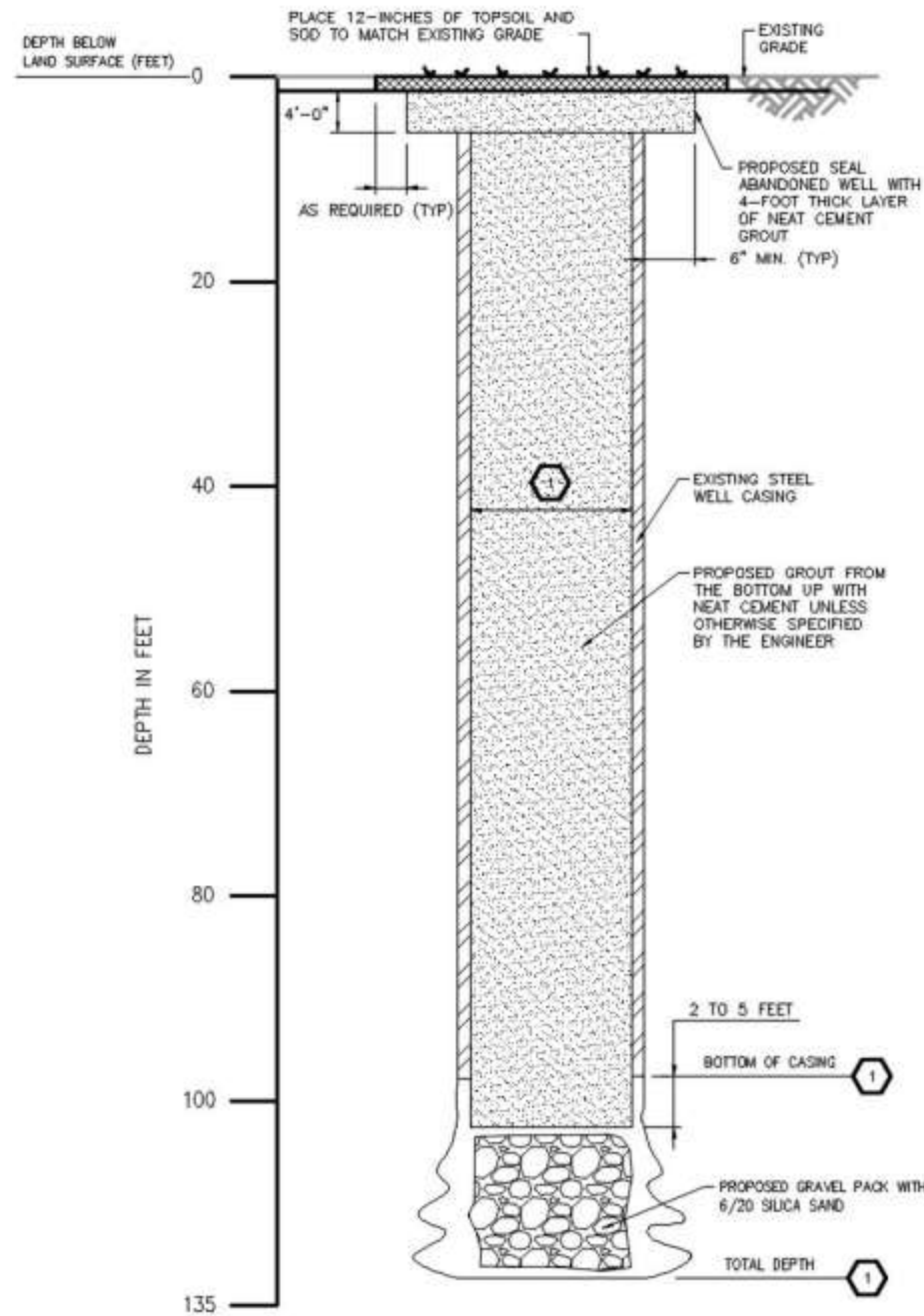
PRODUCTION WELL PW-21

DWG No.
C-06



WELL ELEVATION - EXISTING CONDITION

DETAIL	1
NTS	VAR



WELL ELEVATION - PROPOSED CONDITION

DETAIL	2
NTS	VAR

KEYED NOTES:

- ① WELL DIAMETER, CASING DEPTH AND TOTAL DEPTH VARY FOR EACH WELL LOCATION. THE "WELL PLUGGING AND ABANDONMENT SCHEDULE" PROVIDES APPROXIMATE VALUES.
- ② EXISTING SURFACE FACILITIES (I.E., PUMP, WELL HOUSE, ETC.) NOT SHOWN.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

CITY OF FORT LAUDERDALE WELL PLUGGING AND ABANDONMENT SCHEDULE			
PRODUCTION WELL NUMBER	CASING DIAMETER (INCHES)	TOTAL DEPTH (FEET)	CASED DEPTH (FEET)
PW-2	10	132	120
PW-3	10	125	113
PW-6	10	116	104
PW-7	10	130	118
PW-8	10	128	116
PW-9	10	125	113
PW-21	12	76	61

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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

DETAILS - SHEET 1

DWG No.

C-07

CAM #17-0911

Exhibit 3
Page 212 of 274

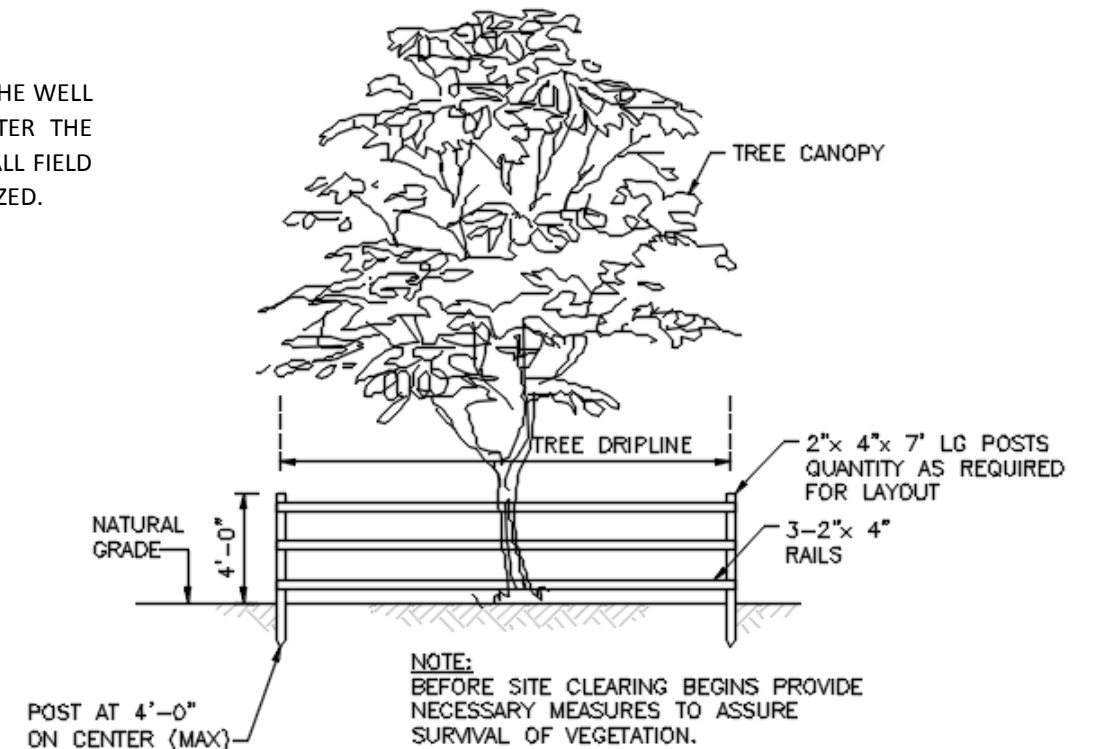
GEORGE A. BROWN P.E.
No. 56076

KEYED NOTES:

- ① BACKFILL TO WITHIN 6-INCHES OF THE EXISTING GRADE USING STRUCTURAL FILL WITH NO MORE THAN 10%BY WEIGHT, PASSING THE NO. 200 SIEVE. COMPACT TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D1557.
- ② THE TOP 6-INCHES OF EXCAVATION SHALL BE FILLED WITH TOPSOIL AND SODDED FLUSH TO EXISTING GRADE.
- ③ AFTER REMOVAL OF PUMP AND PRIOR TO PLUGGING OF THE WELL, PROTECT THE WELL FROM INTRUSION OF FOREIGN MATERIAL AND RUNOFF.

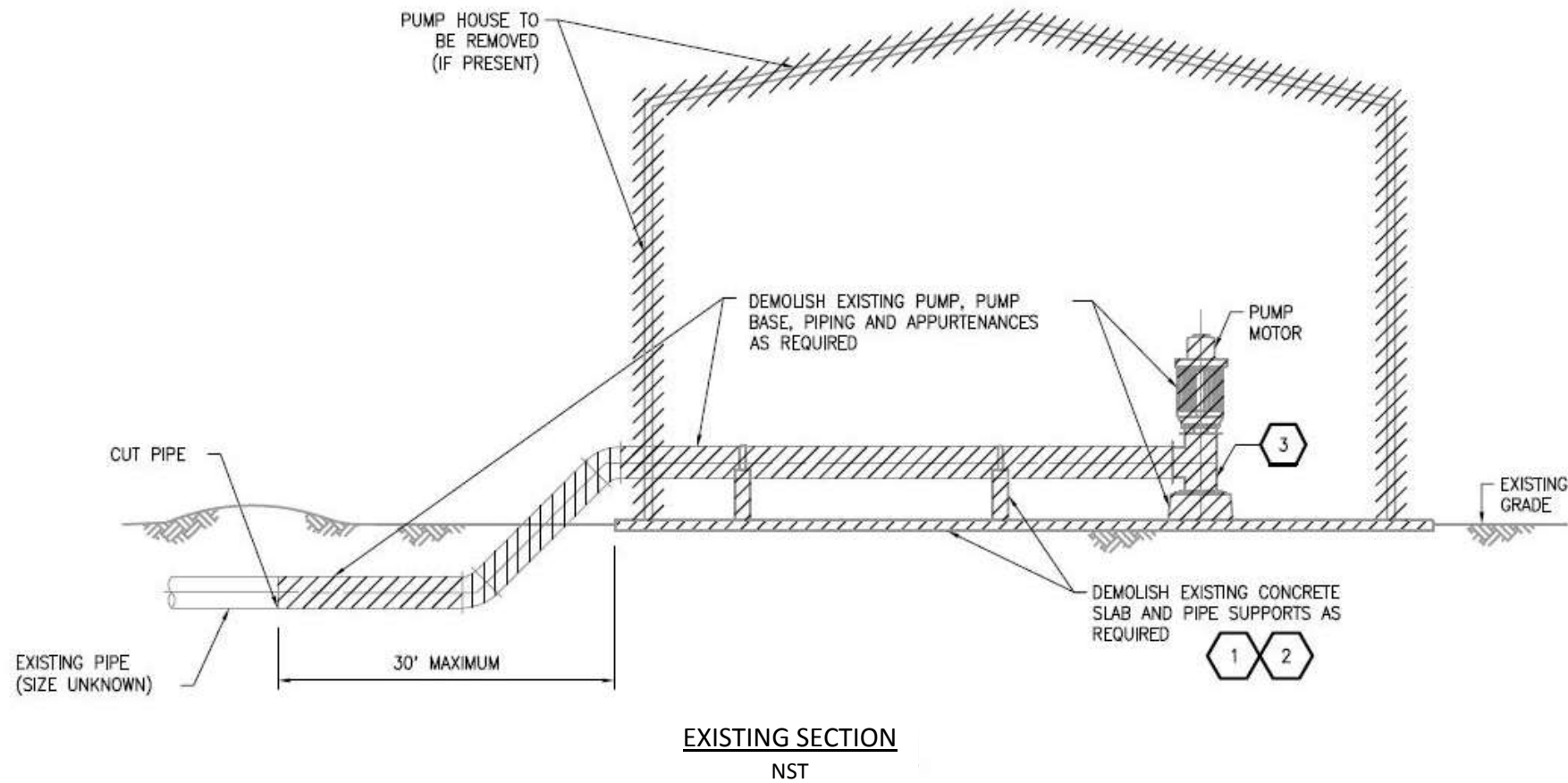
GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
- 2. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WITH THE CITY OF FORT LAUDERDALE WELLFIELD OPERATIONS STAFF WHETHER OR NOT THE EXISTING RAW WATER PIPELINE IS PRESSURIZED. NO CUTTING OF PIPE SHALL BE PERFORMED UNTIL VERIFICATION IS COMPLETE.
- 3. IT IS UNKNOWN IF ELECTRICAL POWER TO THE WELL IS ENERGIZED. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WHETHER OR NOT POWER IS ENERGIZED.



TEMPORARY TREE PROTECTION BARRIER

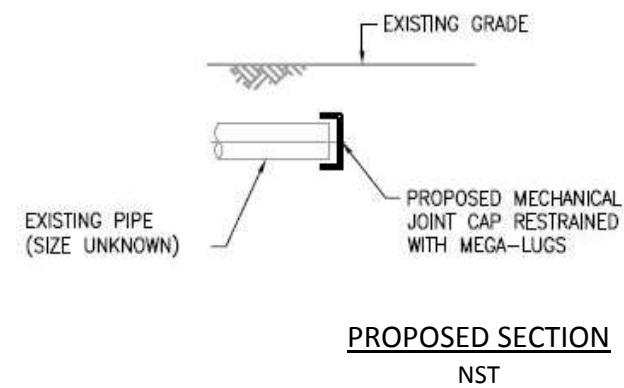
DETAIL	4
NTS	VAR



EXISTING SECTION
NST

WELL HOUSE ABANDONMENT

DETAIL	3
NTS	VAR



PROPOSED SECTION
NST

2 FULL BUSINESS DAYS BEFORE DIGGING
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.
NOTIFICATION CENTER
FOR CITY OF FT. LAUDERDALE UTILITIES
CALL 1-954-828-8000

George A. Brown P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771

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

NOT TO SCALE

ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT
DETAILS - SHEET 2

DWG No.
C-08
CAM #17-0911

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

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

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

How many years has your organization been in business?

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

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

Certificate of Competency Number of Qualifying Agent:

Effective Date:

Expiration Date:

Licensed in:

Contractor's License #(s)

(County/State)

Expiration Date:

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

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

QUESTIONNAIRE SHEET

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

	5
	6

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

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

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

	5
	6

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

	5
	6

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

	5
	6

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

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

PRIME CONTRACTOR IDENTIFICATION FORM

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

Name of Firm:

Address of Firm:

Telephone Number:

Name of Person Completing Form:

Title:

Signature:

Date:

City Project Number:

City Project Description:

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

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

MBE/WBE CONTRACTOR INFORMATION

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

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

CONTRACTOR CHECKLIST

List Previous City of Fort Lauderdale Contracts

5

6

Number of Employees in your firm

--Percent () Women

--Percent () Minorities

--Job Classifications of Women and Minorities

5

6

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

5

6

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

5

6

How are subcontractors notified of available opportunities with your firm?

5

6

Anticipated amount to be subcontracted on this project.

	5
	6

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

	5
	6

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

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

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

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)

[Business Name Input Box]

Business Name

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

(2)

[Business Name Input Box]

Business Name

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

(3)

[Business Name Input Box]

Business Name

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

(4)

[Business Name Input Box]

Business Name

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

(5)

[Business Name Input Box]

Business Name

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

(6)

[Business Name Input Box]

Business Name

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

BIDDER'S COMPANY:

[Bidder's Company Name Input Box]

AUTHORIZED COMPANY PERSON:

[Authorized Person Name Input Box]

NAME

SIGNATURE

DATE

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
B. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
C. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
D. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Total: \$

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE:
(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,
 affixed his/her signature in the space provided above on this
 day of , 20 .

NOTARY PUBLIC

My Commission Expires:

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

-

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

CONTRACT PAYMENT METHOD

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

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

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

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

Master Card

Visa Card

Company Name:

Signature:

Print Name Title:

CONSTRUCTION BID CERTIFICATION

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

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

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

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

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

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

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

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

Submitted by:

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



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ITB NO. 673-11952
DIXIE WELLFIELD ABANDONMENT (P12237)

ADDENDUM NO. 1

ISSUED: May 18, 2017

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

- 1. Replace the Plan Drawings with the attached revised set, Addendum 1.**

All other terms, conditions, and specifications remain unchanged.

Maureen Lewis, MBA
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

CITY PROJECT No. 12237

ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT

DRAWINGS

FEBRUARY 2017



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

100 North Andrews Avenue, Fort Lauderdale, Florida 33301



HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771

SHEET No.	DRAWING No.	DRAWING DESCRIPTION
1	G-01	COVER SHEET AND LIST OF DRAWINGS
2	G-02	GENERAL NOTES
3	G-03	WELL LOCATION MAP
4	C-01	PRODUCTION WELL PW-2
5	C-02	PRODUCTION WELL PW-3
6	C-03	PRODUCTION WELL PW-7
7	C-04	PRODUCTION WELL PW-8
8	C-05	PRODUCTION WELL PW-9
9	C-06	PRODUCTION WELL PW-21
10	C-07	DETAILS - SHEET 1
11	C-08	DETAILS - SHEET 2
12	C-09	DETAILS - SHEET 3

GEORGE A. BROWN, P.E. No. 56076

COVER SHEET AND LIST OF DRAWINGS
SHEET 1 OF 12
DRAWING No. G-01

GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
2. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING PIPELINES OR UTILITIES WHETHER SHOWN OR NOT.
3. THE CONTRACTOR SHALL INSURE THAT ALL NECESSARY PERMITS ARE IN HAND BEFORE COMMENCEMENT OF CONSTRUCTION.
4. ALL PRACTICAL AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL AND OR DAMAGE.
5. THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA 48 HOURS MINIMUM PRIOR TO START OF CONSTRUCTION, AND SHALL HAVE ALL SERVICE LINES (UTS, FPL, WATER, CABLE, AT&T, SANITARY SEWER, IRRIGATION, FORCE MAIN AND OTHERS) LOCATED AND FLAGGED PRIOR TO ANY EXCAVATION.
7. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL UTILITY LINES AND SERVICES DAMAGED DURING CONSTRUCTION, INCLUDING IRRIGATION LINES AND SERVICES. THE APPROPRIATE UTILITY SHALL BE NOTIFIED OF ALL DAMAGED LINES PRIOR TO REPAIR. ALL NECESSARY REPAIRS SHALL BE PERFORMED IMMEDIATELY UPON DAMAGE OF THE LINE.
8. ALL ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929.
9. THE CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
10. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY REQUIRED PLAN DEVIATIONS.
11. THE UNDERGROUND CONTRACTOR SHALL MINIMIZE THE WORK AREA AND WIDTH OF TRENCHES TO AVOID UNNECESSARY DISTURBANCES OF EXISTING FACILITIES. SPOIL FROM TRENCHES SHALL BE PLACED ON PREVIOUSLY CLEARED AREAS, EXISTING RIGHT-OF-WAY OR APPROVED EASEMENT. THE CONTRACTOR SHALL NOT REMOVE OR DISTURB ANY TREES OR SHRUBS WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

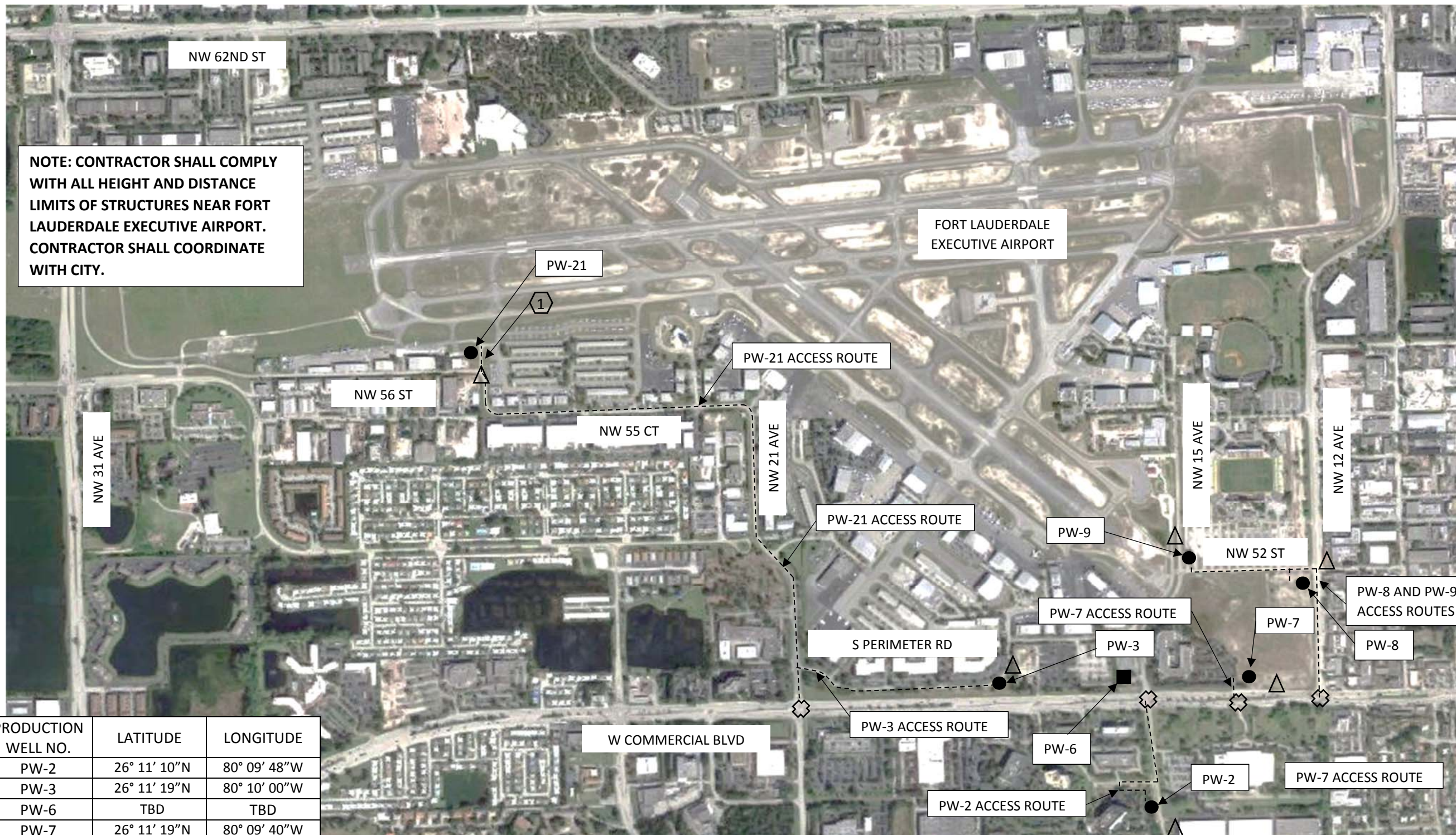
12. ALL MODIFICATIONS TO EXISTING WATER MAINS SHALL BE MADE UNDER THE DIRECTION OF THE CITY OF FORT LAUDERDALE.
13. CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
14. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
15. TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION.
16. CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
17. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
18. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK, FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
19. THE CONTRACTOR SHALL PAINT NEW TRAFFIC STRIPE MARKINGS WHERE EXISTING TRAFFIC STRIPE MARKINGS ARE DAMAGED OR REMOVED DURING CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL.

GENERAL NOTES – TRAFFIC CONTROL PLAN

1. THIS PROJECT REQUIRES WORK WITHIN THE CITY OF FORT LAUDERDALE RIGHT-OF-WAY. PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLAN TO THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY TRAFFIC ENGINEERING AS REQUIRED PRIOR TO THE COMMENCEMENT OF WORK. CITY OF FORT LAUDERDALE MOT REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

2. THE TRAFFIC CONTROL PLANS FOR THE PROJECT SHALL COMPLY WITH THE LATEST EDITION OF THE ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX NO. 600-660. MUTCD AND THE STANDARD SPECIFICATIONS. THE CONTRACTOR'S RESPONSE TIME TO ALL REPORTED MALFUNCTIONS OF TRAFFIC SIGNALS WITHIN THE PROJECT LIMITS SHALL BE NO MORE THAN TWO (2) HOURS AND SHALL RESTORE ALL MALFUNCTIONING TRAFFIC SIGNAL EQUIPMENT TO ITS LEVEL OF OPERATION PRIOR TO THE MALFUNCTIONING WITHIN TWENTY-FOUR (24) HOURS. DURING THIS TIME THE CONTRACTOR SHALL PROVIDE AT HIS EXPENSE TEMPORARY TRAFFIC CONTROL DEVICES, FLAGGED PERSONNEL AND LAW ENFORCEMENT PERSONNEL AS NECESSARY TO MAINTAIN A SAFE AND EFFICIENT FLOW OF TRAFFIC AT THE AFFECTED WORK ZONE.
3. THE CONTRACTOR SHALL MAINTAIN PROPER OPERATION OF ALL TRAFFIC SIGNAL LOOP ASSEMBLIES AND LOOP DETECTORS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL CORRECT ALL LOOP ASSEMBLY/DETECTOR MALFUNCTIONS WITHIN 24 HOURS OF NOTIFICATION OF SUCH MALFUNCTIONS BY THE ENGINEER.
4. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING.
5. A REGULATORY SPEED OF 25 MPH SHALL BE POSTED WITHIN THE LIMITS OF THE WORK ZONE.
6. EXISTING SIGNS AND PAVEMENT MARKINGS THAT CONFLICT WITH CONSTRUCTION SIGNS AND MARKINGS SHALL BE REMOVED DURING CONSTRUCTION. ALL EXISTING SIGNS THAT ARE REMOVED SHALL BE STOCKPILED IN A SECURE PLACE AND REINSTALLED AFTER CONSTRUCTION. REMOVE AND REPLACE ANY GROUND MOUNT SIGN BY USE OF INDEX NO. 611.
7. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND PREVENT ADVERSE FLOODING OF THE TRAVEL LANES DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY FOR ANY AND ALL CONSTRUCTION ACTIVITIES TO BE PERFORMED AT NIGHT. NO LANE CLOSURE SHALL BE ALLOWED BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM AND 4:00 PM TO 7:00 PM, MONDAY THROUGH FRIDAY UNLESS APPROVED BY THE CITY OF FORT LAUDERDALE, BROWARD COUNTY AND THE ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY TWO (2) BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

<p>GEORGE A. BROWN P.E. No. 56076</p>	 <p>HAZEN AND SAWYER 4000 HOLLYWOOD BOULEVARD, SUITE 750N HOLLYWOOD, FLORIDA 33021 CERTIFICATE OF AUTHORIZATION NO : 2771</p>	 <p>CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301</p>	<p>NOT TO SCALE</p>	<p>ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT</p> <p>GENERAL NOTES</p>	<p>DWG No.</p> <p><u>G-02</u></p> <p>CAM #17-0911 Exhibit 3 Page 229 of 274</p>
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NOTE: CONTRACTOR SHALL COMPLY WITH ALL HEIGHT AND DISTANCE LIMITS OF STRUCTURES NEAR FORT LAUDERDALE EXECUTIVE AIRPORT. CONTRACTOR SHALL COORDINATE WITH CITY.



- GENERAL NOTES:**
- ALL EXISTING WELLS AND HYDRANTS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
 - SEE CORRESPONDING CIVIL DRAWINGS FOR ENLARGED SITE PLAN OF EACH WELL.

KEYED NOTES:

① CONTRACTOR SHALL COORDINATE WITH CITY FOR GATE ACCESS.

LOCATION DATA:

PW-2, 3, 6, 7, 8, AND 9:
SECTION: 16
TOWNSHIP: 49S
RANGE: 42E

PW-21:
SECTION: 08
TOWNSHIP: 49S
RANGE: 42E

- LEGEND:**
- EXISTING PRODUCTION WELL (PW) TO BE PLUGGED AND ABANDONED UNDER CITY PROJECT # 12237
 - EXISTING PRODUCTION WELL NO LONGER PRESENT
 - △ EXISTING FIRE HYDRANT
 - ⊗ ACCESS ROUTE STARTING POINT

PRODUCTION WELL NO.	LATITUDE	LONGITUDE
PW-2	26° 11' 10"N	80° 09' 48"W
PW-3	26° 11' 19"N	80° 10' 00"W
PW-6	TBD	TBD
PW-7	26° 11' 19"N	80° 09' 40"W
PW-8	26° 11' 27"N	80° 09' 36"W
PW-9	26° 11' 29"N	80° 09' 44"W
PW-21	26° 11' 44"N	80° 10' 43"W



HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NOT TO SCALE

ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT

WELL LOCATION MAP

DWG No.

G-03

CAM #17-0911
Exhibit 3
Page 230 of 274



DEMOLITION PHOTO – PW-2
NTS

3

1 2 5

1	2	3	5
C-07	C-07	C-08	C-09

LOCATION DATA:
SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



ENLARGED SITE PLAN – PW-2
NTS

PW-2 LOCATION
LATITUDE: 26° 11' 10"N
LONGITUDE: 80° 09' 48"W

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 REMOVE TREES AND HEAVY BUSH AS NEEDED FOR WELL ACCESS.
- 4 PW-2 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

2 FULL BUSINESS DAYS BEFORE DIGGING
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.
NOTIFICATION CENTER
FOR CITY OF FT. LAUDERDALE UTILITIES
CALL 1-954-828-8000

LEGEND:
 TO BE REMOVED

George A. Brown P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
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NOT TO SCALE

ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT
PRODUCTION WELL PW-2

DWG No.
C-01
CAM #17-0911
Exhibit 3
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DEMOLITION PHOTO – PW-3
NTS

4
C-08

3

1 2 5

1	2	3	5
C-07	C-07	C-08	C-09

PW-3 LOCATION
LATITUDE: 26° 11' 19"N
LONGITUDE: 80° 10' 00"W



ENLARGED SITE PLAN – PW-3
NTS



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.

- 3 PROTECT THE EXISTING TREES AND LANDSCAPING FROM DAMAGE. THE CONTRACTOR SHALL REPLACE ANY TREES AND LANDSCAPING DAMAGED BY THEIR WORK. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS AS REQUIRED.
- 4 PW-3 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

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CALL 1-954-828-8000

LEGEND:

TO BE REMOVED

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



CITY OF FORT LAUDERDALE
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100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-3

DWG No.

C-02

CAM #17-0911
Exhibit 3
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DEMOLITION PHOTO – PW-7
NTS

1	2	3	5
C-07	C-07	C-08	C-09

1 2 5

4
C-08

3

PW-7 LOCATION
LATITUDE: 26° 11' 19"N
LONGITUDE: 80° 09' 40"W



ENLARGED SITE PLAN – PW-7
NTS

LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 PROTECT THE EXISTING TREES AND LANDSCAPING FROM DAMAGE. THE CONTRACTOR SHALL REPLACE ANY TREES AND LANDSCAPING DAMAGED BY THEIR WORK. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS AS REQUIRED.
- 4 PW-7 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

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CALL 1-954-828-8000

LEGEND:

TO BE REMOVED

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



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ENGINEERING & ARCHITECTURE
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TO SCALE

ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-7

DWG No.

C-03

CAM #17-0911
Exhibit 3
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DEMOLITION PHOTO – PW-8
NTS

1	2	3	5
C-07	C-07	C-08	C-09

① ② ⑤

④

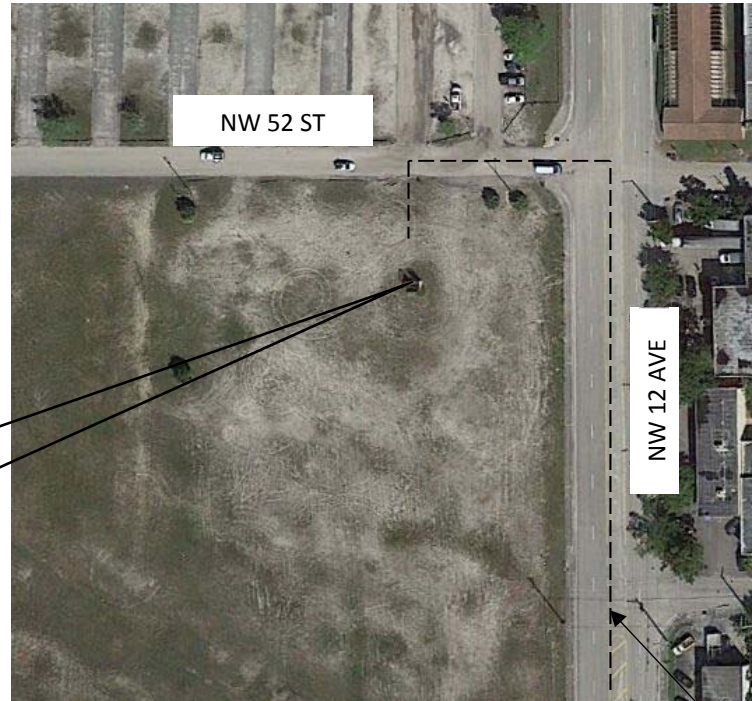
LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



PW-8 LOCATION
LATITUDE: 26° 11' 27"N
LONGITUDE: 80° 09' 36"W

ENLARGED SITE PLAN – PW-8
NTS

③

KEYED NOTES:

- ① DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- ② COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- ③ PW-8 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- ④ REMOVE TREES AS NEEDED FOR WELL ACCESS.
- ⑤ ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

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LEGEND:



TO BE REMOVED



HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



CITY OF FORT LAUDERDALE
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100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-8

DWG No.

C-04

CAM #17-0911
Exhibit 3
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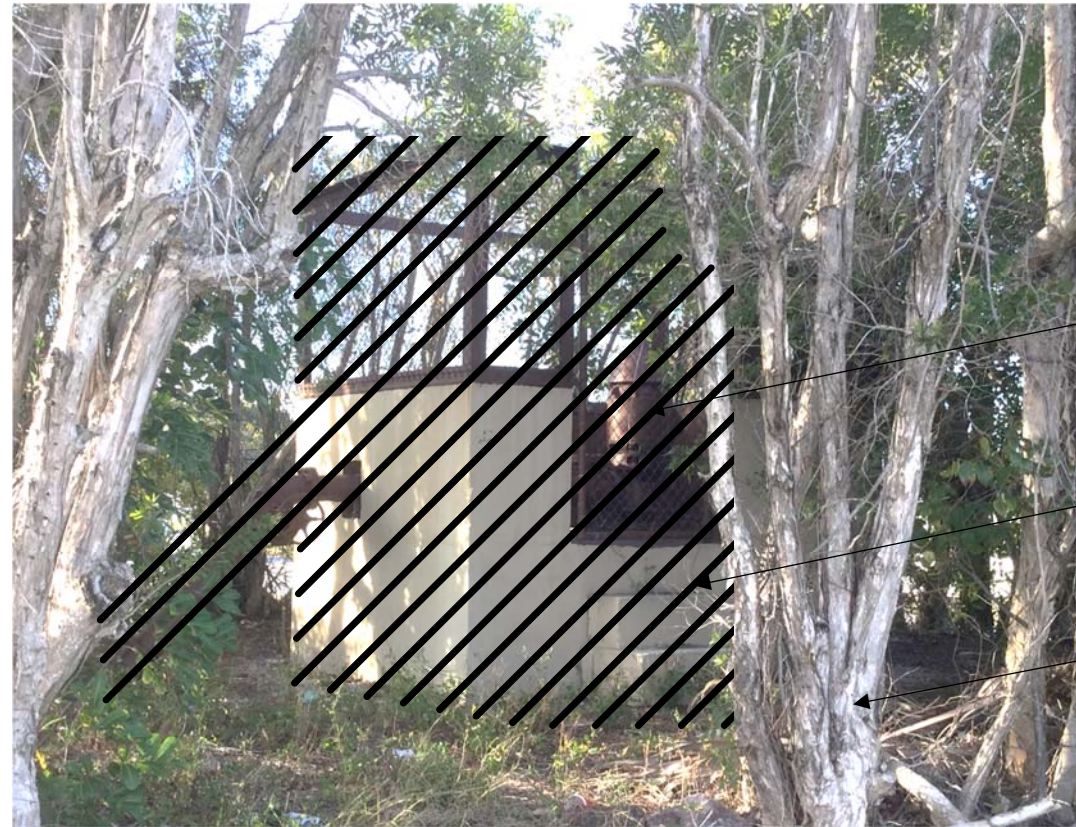
LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



DEMOLITION PHOTO – PW-9
NTS

1	2	3	5
C-07	C-07	C-08	C-09

1 2 5

3

PW-9 LOCATION
LATITUDE: 26° 11' 29"N
LONGITUDE: 80° 09' 44"W



ENLARGED SITE PLAN – PW-9
NTS

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 REMOVE TREES AND HEAVY BRUSH AS NEEDED FOR WELL ACCESS.
- 4 PW-9 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

2 FULL BUSINESS DAYS BEFORE DIGGING
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LEGEND:



TO BE REMOVED

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



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ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-9

DWG No.

C-05

CAM #17-0911
Exhibit 3
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DEMOLITION PHOTO – PW-21
NTS

1 2 5

1	2	3	5
C-07	C-07	C-08	C-09

LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



SEE ENLARGED SITE PLAN

LOCATION MAP
NTS

PW-21 LOCATION
LATITUDE: 26° 11' 44"N
LONGITUDE: 80° 10' 43"W



EXISTING SOLAR PANEL

ENLARGED SITE PLAN – PW-21
NTS

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 PW-21 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 4 PROTECT EXISTING INFRASTRUCTURE THAT MIGHT BE DAMAGED BY CONTRACTOR'S WORK.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

- 1. ALL EXISTING WELLS AND VALVES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

2 FULL BUSINESS DAYS BEFORE DIGGING
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CALL 1-954-828-8000

LEGEND:



TO BE REMOVED

Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



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NOT TO SCALE

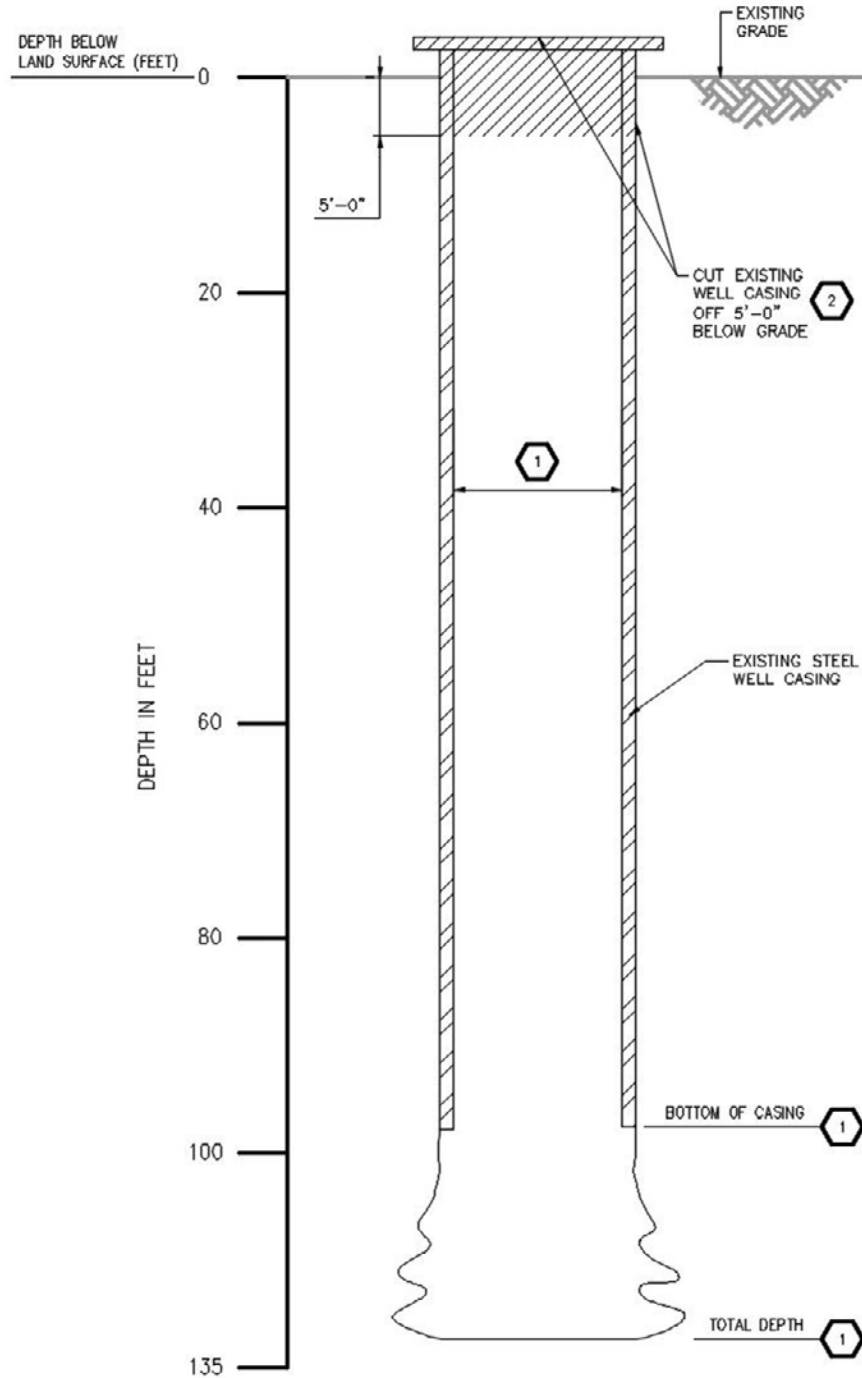
ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-21

DWG No.

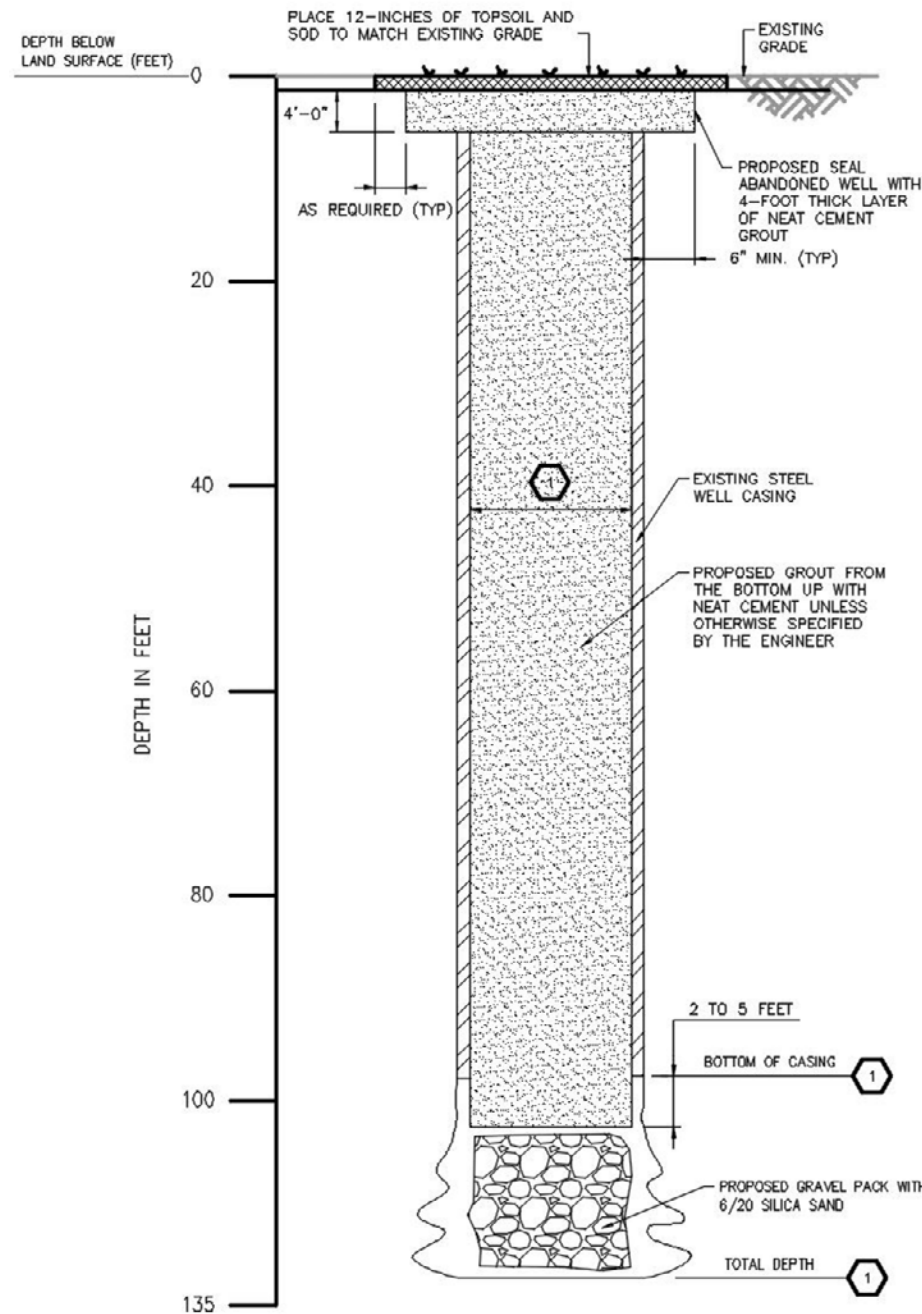
C-06

CAM #17-0911
Exhibit 3
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WELL ELEVATION - EXISTING CONDITION

DETAIL	1
NTS	VAR



WELL ELEVATION - PROPOSED CONDITION

DETAIL	2
NTS	VAR

KEYED NOTES:

- 1 WELL DIAMETER, CASED DEPTH AND TOTAL DEPTH VARY FOR EACH WELL LOCATION. THE "WELL PLUGGING AND ABANDONMENT SCHEDULE" PROVIDES APPROXIMATE VALUES.
- 2 EXISTING SURFACE FACILITIES (I.E., PUMP, WELL HOUSE, ETC.) NOT SHOWN.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

CITY OF FORT LAUDERDALE WELL PLUGGING AND ABANDONMENT SCHEDULE			
PRODUCTION WELL NUMBER	CASING DIAMETER (INCHES)	TOTAL DEPTH (FEET)	CASED DEPTH (FEET)
PW-2	10	132	120
PW-3	10	125	113
PW-6	10	116	104
PW-7	10	130	118
PW-8	10	128	116
PW-9	10	125	113
PW-21	12	76	61

2 FULL BUSINESS DAYS BEFORE DIGGING
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HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



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ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NOT TO SCALE

ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

DETAILS - SHEET 1

DWG No.

C-07

CAM #17-0911
Exhibit 3
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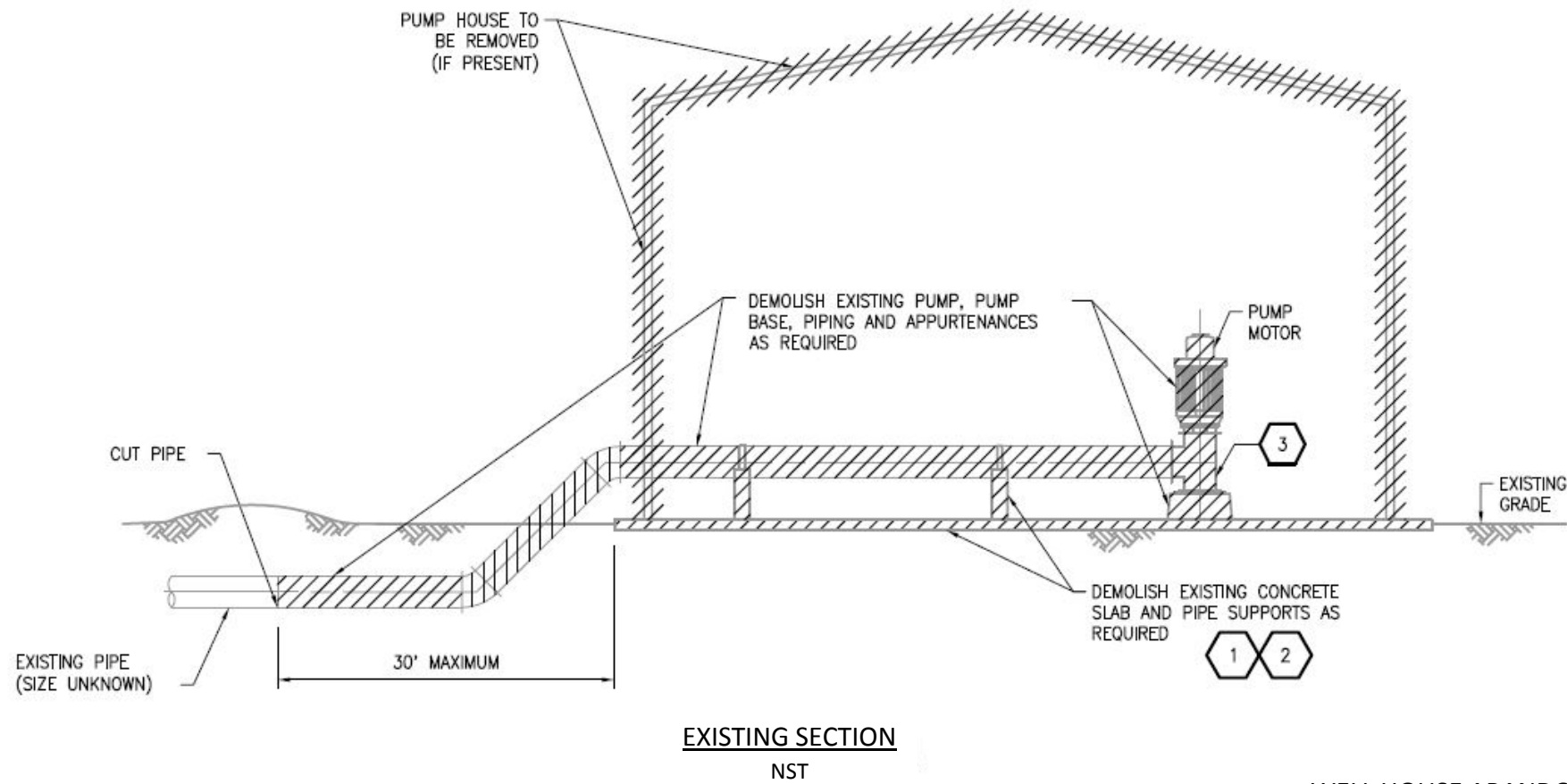
7/20/2017 10:33 AM

KEYED NOTES:

- ① BACKFILL TO WITHIN 6-INCHES OF THE EXISTING GRADE USING STRUCTURAL FILL WITH NO MORE THAN 10% BY WEIGHT, PASSING THE NO. 200 SIEVE. COMPACT TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D1557.
- ② THE TOP 6-INCHES OF EXCAVATION SHALL BE FILLED WITH TOPSOIL AND SODDED FLUSH TO EXISTING GRADE.
- ③ AFTER REMOVAL OF PUMP AND PRIOR TO PLUGGING OF THE WELL, PROTECT THE WELL FROM INTRUSION OF FOREIGN MATERIAL AND RUNOFF.

GENERAL NOTES:

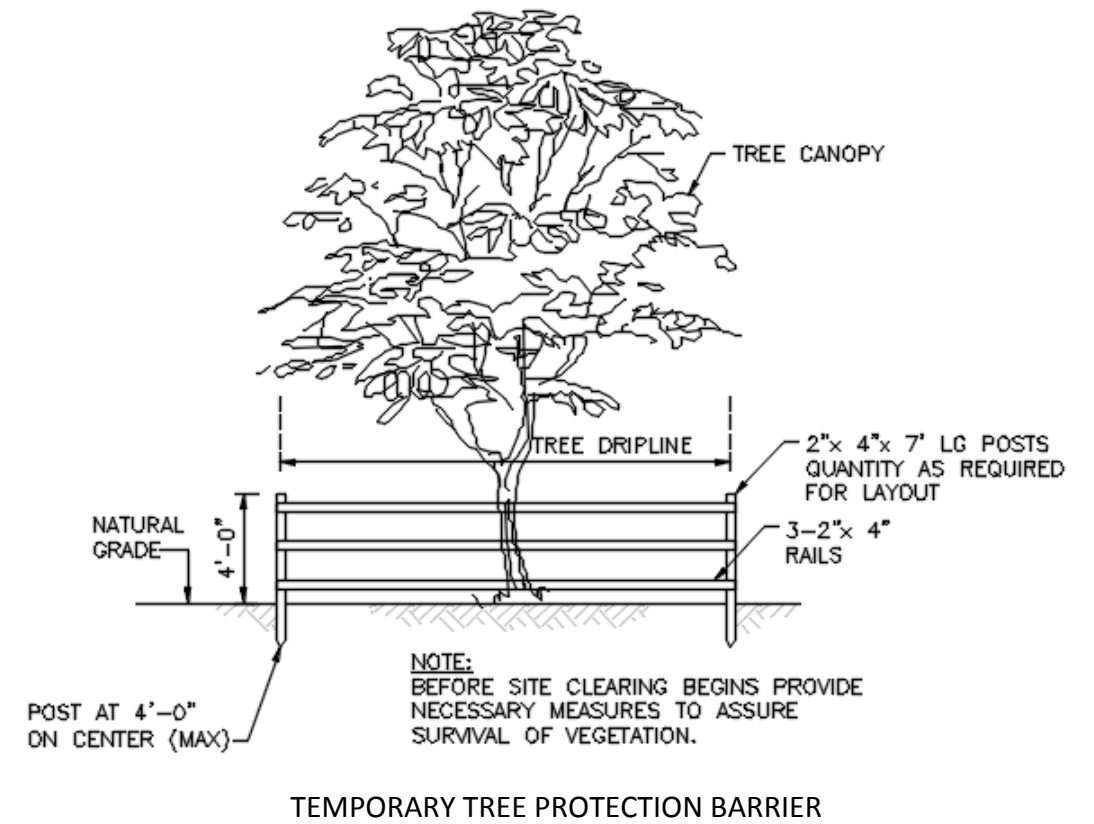
- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.



EXISTING SECTION
NST

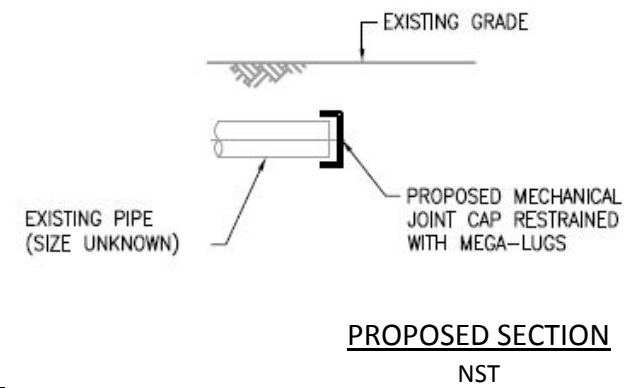
WELL HOUSE ABANDONMENT

DETAIL	3
NTS	VAR



TEMPORARY TREE PROTECTION BARRIER

DETAIL	4
NTS	VAR



PROPOSED SECTION
NST

2 FULL BUSINESS DAYS BEFORE DIGGING
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Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



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

NOT
TO SCALE

ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

DETAILS - SHEET 2

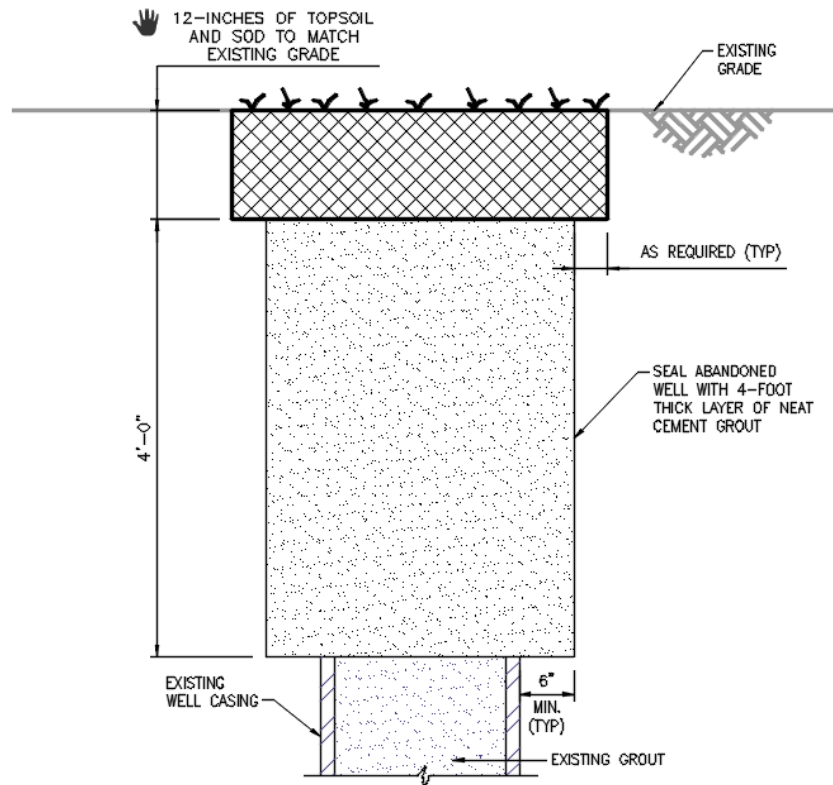
DWG No.

C-08

CAM #17-0911
Exhibit 3
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City of Fort Lauderdale

Bid 673-1192



PROPOSED CONDITION

DETAIL	5
NTS	VAR

2 FULL BUSINESS DAYS BEFORE DIGGING
CALL TOLL FREE
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Hazen

HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771



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

NOT TO SCALE

ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT

DETAILS - SHEET 3

DWG No.

C-09

CAM #17-0911
Exhibit 3
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City of Fort Lauderdale • Procurement Services Division
 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
 954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ITB NO. 673-11952
 DIXIE WELLFIELD ABANDONMENT (P12237)

ADDENDUM NO. 2

ISSUED: May 23, 2017

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

- 1. The Pre-Bid meeting/Site visit scheduled for Wednesday, May 24, 2017, has been changed to **TUESDAY, MAY 30, 2017, at 1:30 p.m.** The Location remains the same as follows. A map of the location is attached.**

**Well #8
 Intersection of NW 52nd St. and NW 12th Ave.
 Ft. Lauderdale, FL 33309**

- 2. Bid Opening Date has been changed to **WEDNESDAY, JUNE 14, 2017.****
- 3. Question & Answer Deadline has been changed to **WEDNESDAY, JUNE 7, 2017.****

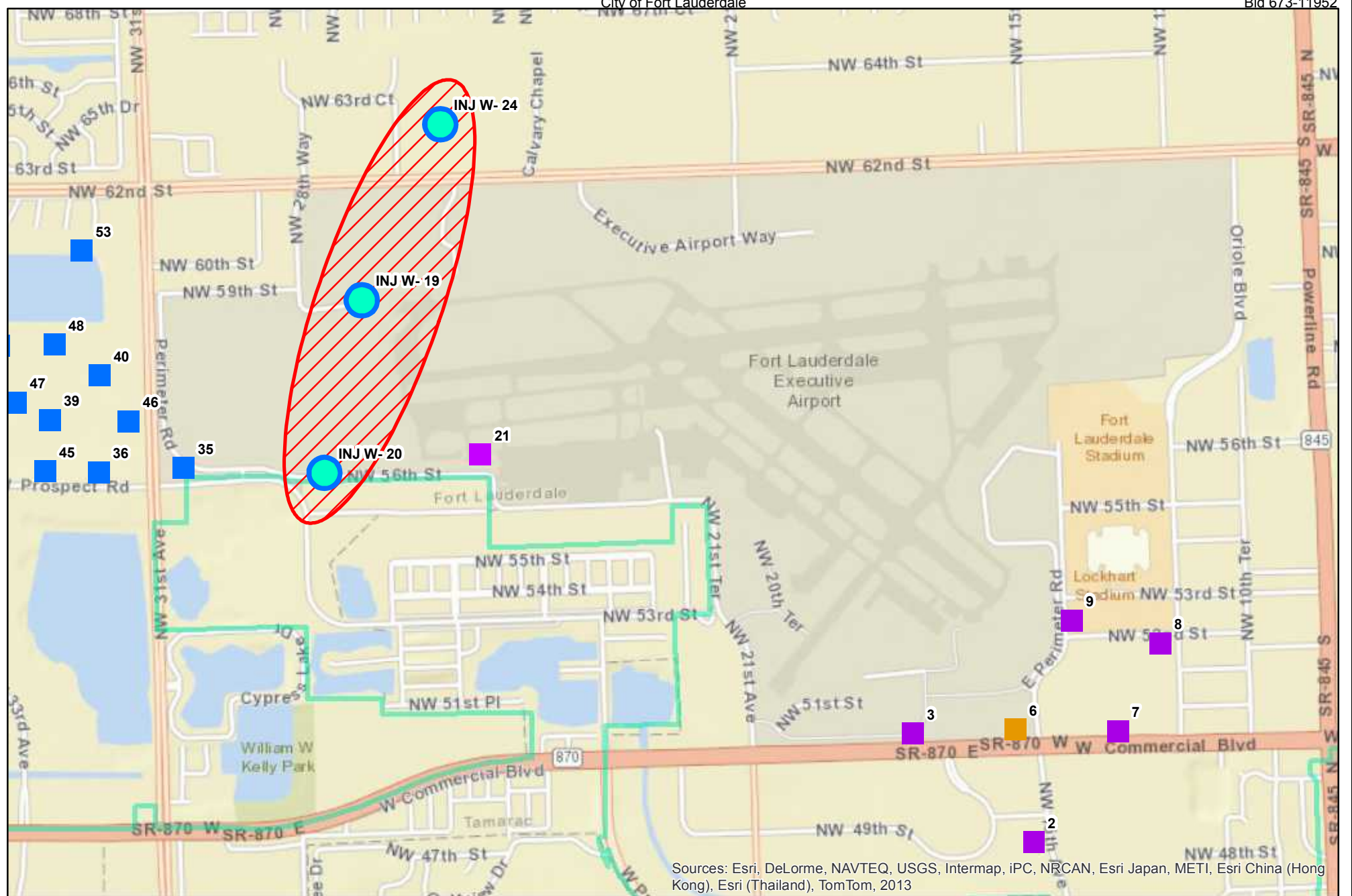
All other terms, conditions, and specifications remain unchanged.

Maureen Lewis, MBA
 Procurement Specialist II

Company Name: _____
 (please print)

Bidder's Signature: _____

Date: _____



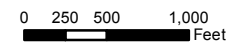
Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013



Fort Lauderdale Executive Airport- Well Location Map

Well Status

- Active
- Wells to be Abandoned
- Wells no Longer Present
- Wells to Protect Against Contamination - Saltwater Invasior





City of Fort Lauderdale • Procurement Services Division
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954-828-5933 Fax 954-828-5576
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ITB NO. 673-11952
DIXIE WELLFIELD ABANDONMENT (P12237)

ADDENDUM NO. 3

ISSUED: May 30, 2017

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

- 1. REPLACE:** Specification Division 01010, Summary of Work, Page 3, with the attached revised Page 3, Addendum 3.
- 2. REPLACE:** Specification Division 01025, Measurement and Payment, Page 6, with the attached revised Page 6, Addendum 3.

Changes are in red.

All other terms, conditions, and specifications remain unchanged.

Maureen Lewis, MBA
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

SUMMARY OF WORK

PROJECT NO. 12237

6. Grout the open hole and casing to within 3 to 5 feet of land surface with Type II neat cement. Cut the casing off 3 to 5 feet below land surface.
7. Cap the well with neat cement.
8. Cap the abandoned existing underground raw water pipelines.
9. Complete the demolition of the wellhead surface facilities.
10. Clean up site, restore disturbed areas, including grass disturbed by Contractor's operations, and demobilize equipment.
11. Repeat above steps for each well to be abandoned.

PART C — PIPE GROUTING AND MISCELLANEOUS DEMOLITION:

- ~~1. Grout the existing raw water pipelines to be abandoned in-place as indicated on the Drawings.~~
- ~~2. Demolish the valve and bollards as indicated on the Drawings.~~

1.05 WORK BY OTHERS

- A. The Contractor's attention is directed to the fact that other contractors may conduct other work at the site(s) during the performance of the work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- B. When two or more contracts are being executed at one time on the same or adjacent areas in such manner that work on one contract may interfere with that on another, the City shall determine the sequence and order of the work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the City to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use or territory shall be made the basis of any claim of delay or damage.
- C. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

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SUMMARY OF WORK

3 (ADDENDUM 3)

MEASUREMENT AND PAYMENT

PROJECT NO. 12237

<p>Base Bid Item</p> <p>3. All Work Described in the Contract Documents</p>	<p>This item shall include all work described in the contract documents that is not otherwise included in items 1 through 4 above and not included in the Alternate Bid items. Included in this item is the complete furnishing of all equipment, supervision, labor, equipment, materials and all other items necessary for the plugging and abandonment of water supply wells PW-2, PW-3, PW-7, PW-8, PW-9, and PW-21 at the Fort Lauderdale Executive Airport. The item also includes demolition of all above ground features associated with the wells PW-2, PW-3, PW-7, PW-8, PW-9, and PW-21 including piping, valves, concrete structures and electrical utility connections associated with the wells. This item also includes restoring the surface of all areas disturbed by the work along with labor and materials as required to protect airport features at the Fort Lauderdale Executive Airport and landscaping and parking lot features on the property owned by Spectrum 1500 Building Associates LTD. Furthermore, this item includes excavation, cutting, capping, plugging, backfilling, compacting, and surface restoration, for the abandonment of existing buried piping, along with the grouting of pipe shown on the drawings to be grouted.</p> <p>3. All Work Described in the Contract Documents LS</p>
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1.08 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

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

1.09 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to Engineer.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

**PRE-BID MEETING/SITE VISIT
ATTENDANCE SIGN-IN FORM**

DATE: **5/30/2017**

TIME: **1:30 p.m.**

BID NO.: **673-11952**

OPENING DATE: **6/14/2017**

ITB/RFQ TITLE: **Dixie Wellfield Abandonment (P12237)**

PROCUREMENT CONTACT: **Maureen Lewis**

PROJECT MANAGER: **Luis Oliveira**

City of Fort Lauderdale

#	NAME	COMPANY	PHONE	EMAIL
1	Luis Oliveira	City of Ft. Lauderdale	9/828-5877	loliveira@fortlauderdale.gov
2	Maureen Lewis	City of Ft. Lauderdale	9/828-5239	maureenl@fortlauderdale.gov
3	Elizabeth Fernandez-Cueno	Hazen	305 338 9959	ecueno@hazenandsawyer.com
4	JEFF HOLST	FLORIDA DESIGN DRILLING	561-818- 3228	JEFF@FLDRILLING.COM
5	ERIC STERN	GEMSTONE BUILDERS	305-495 1436	gemstonegc2@gmail.com
6	David Webb	All Webbs Ent.	561- 746-2079	DavidWebb@AllWebbs.com

PRE-BID MEETING/SITE VISIT
ATTENDANCE SIGN-IN FORM

#	NAME	COMPANY	PHONE	EMAIL
7	Robert Schmede	Rowe Drilling	308 395 1028	Robdy@RoweDrilling.com
8	John Cathey	Layne	239 275 1029	john.cathey@layne.com
9				
10				
11				
12				
13				
14				
15				



City of Fort Lauderdale • Procurement Services Division
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ITB NO. 673-11952
DIXIE WELLFIELD ABANDONMENT (P12237)

ADDENDUM NO. 5

ISSUED: June 9, 2017

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

Acknowledge receipt of this Addendum by inserting its number and date on the CITB Construction Bid Certification Page.

- 1. Replace:** Technical Specifications Section 01010, Summary of Work, with the attached, Summary of Work, Addendum 5. Changes are indicated in **red**.
- 2. Replace:** Drawing Plan, with the attached Plan, No., 4-140-50, Addendum 5.
- 3. Add:** Exhibit 1 – Enlarged Staging Plan, Addendum 5.

All other terms, conditions, and specifications remain unchanged.

Maureen Lewis, MBA

Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

PROJECT NO. 12237

SECTION 01010 - SUMMARY OF WORK

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This project consists of plugging and abandoning six water supply wells at Fort Lauderdale Executive Airport. A portion of the well abandonment work will take place on property owned by the City of Fort Lauderdale. Another portion of the well abandonment work will take place on property south of Fort Lauderdale Executive Airport that is owned by Spectrum 1500 Building Associates LTD. The work also includes demolition of all above ground features associated with the well, including piping, valves, concrete structures and electrical. Additionally, the work includes cutting and capping the buried raw water piping nearby each well. It is unknown whether the existing raw water piping at the wells to be abandoned is pressurized. The Contractor shall complete field verification prior to cutting of pipe.
- B. Wherever the Contract Documents address a third party, (i.e., subcontractor, manufacturer, etc.), it is to be considered as the Contractor through the third party.
- C. Wherever a reference to number of days is noted, it shall be defined as calendar days.
- D. The project area for the wells owned by the City of Fort Lauderdale is located in Broward County, Florida, Township 49S, Range 42E, Section 08 (PW-21 located in Fort Lauderdale Executive Airport) and Section 16 (PW-2, 3, 6, 7, 8 and 9). The Contractor shall note that the work will take place on Fort Lauderdale Executive Airport property and on Lockhart Stadium property which are both owned by the City of Fort Lauderdale. The Contractor shall also note that work for PW-2 will take place on property owned by Spectrum 1500 Building Associates LTD. The Contractor shall confine their construction activities to the limits of work shown in the Drawings.
- E. The project area for PW-2 that is located on property owned by Spectrum 1500 Building Associates LTD is located nearby 1500 NW 49th St., Ft. Lauderdale, FL 33309.
- F. Notwithstanding other indemnification requirements of the Contract Documents, the Contractor shall also indemnify, defend, and hold harmless the City, the Engineer and the City's agents from any and all legal action that may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.

1.02 CONTRACT DOCUMENTS

- A. The Work to be done is shown on the Drawings and specified herein. The numbers and titles of all Drawings appear on the cover sheet of the Drawings. All Drawings shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as

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SUMMARY OF WORK

1 (ADDENDUM 5)

PROJECT NO. 12237

08110, 13182, 15206, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. For example, Division 16 would thus include Sections 16000 through 16999 and would mean all electrical specifications.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for review. No such departures shall be made without the prior written acceptance of the Engineer.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

A. PART A – MOBILIZATION:

1. Obtain necessary permits, mobilize to site, and set up staging area.
2. Part B (below) shall not proceed until the following are complete:
 - a. Obtain all permits needed,
 - b. Complete Fort Lauderdale Executive Airport Training as described in the Specification titled "Coordination."

B. PART B – PRODUCTION WELL PLUGGING AND ABANDONMENT: The number and location of the wells to be plugged and abandoned is illustrated on the Contract Drawings. The following is a general outline for the plugging and abandonment of production wells and irrigation wells:

1. Coordinate with the City for the City to remove the Florida Power and Light (FPL) electrical service to each well prior to start of well plugging and abandonment work.
2. Initiate demolition of the existing wellhead surface facilities, including electrical utility connections, buildings, electrical and control panels, concrete pads and above ground piping, to allow setting up of the drilling equipment at the wells.
3. Mobilize and set up drilling equipment at the well to be plugged and abandoned.
4. Run x-y caliper log to confirm physical characteristics of casing and open hole.
5. Back-plug open hole to within 5 feet of the bottom of the casing with clean 6/20 silica sand.

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SUMMARY OF WORK

2 (ADDENDUM 5)

PROJECT NO. 12237

6. Grout the open hole and casing to within 3 to 5 feet of land surface with Type II neat cement. Cut the casing off 3 to 5 feet below land surface.
7. Cap the well with neat cement.
8. Cap the abandoned existing underground raw water pipelines.
9. Complete the demolition of the wellhead surface facilities.
10. Clean up site, restore disturbed areas, including grass disturbed by Contractor's operations, and demobilize equipment.
11. Repeat above steps for each well to be abandoned.

PART C – MISCELLANEOUS DEMOLITION:

- 1. Cap the existing raw water pipelines as indicated on the Drawings.**
- 2. Demolish the valve and bollards as indicated on the Drawings.**

1.05 WORK BY OTHERS

- A. The Contractor's attention is directed to the fact that other contractors may conduct other work at the site(s) during the performance of the work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- B. When two or more contracts are being executed at one time on the same or adjacent areas in such manner that work on one contract may interfere with that on another, the City shall determine the sequence and order of the work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the City to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use or territory shall be made the basis of any claim of delay or damage.
- C. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.06 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor's use of the project site shall be limited to its demolition operations, including on-site storage of materials, and on-site fabrication facilities, as noted in the

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SUMMARY OF WORK

PROJECT NO. 12237

“Staging Area” as shown on the “Well Location Map.” **See Exhibit 1 for an enlarged aerial view of the staging area.**

- B. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible and not less than twice per week. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.07 OWNER USE OF THE PROJECT SITE

- A. The City may utilize all or part of the facilities during the entire period of construction for the conduct of the City's normal operations. The Contractor shall cooperate with the City to minimize interference with the Contractor's operations and to facilitate the City's operations. The Owner at the Fort Lauderdale Executive Airport is the City of Fort Lauderdale. The Owner at the Spectrum 1500 Building Associates Building is the building management. The Owner of the wells and the raw water piping is the City of Fort Lauderdale.

1.08 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City.
- B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the City.

1.09 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the City may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the City before assessing engineering and inspection charges against the Contractor.

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SUMMARY OF WORK

4 (ADDENDUM 5)

PROJECT NO. 12237

- B. The normal time of work under this Contract is defined in the City's General Conditions. Work beyond these hours will result in additional expense to the City. Any expenses and/or damages, including the cost of the Engineer's on site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor.
- C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$800 per day for field personnel and \$1,200 per day for engineering personnel, based on an eight hour workday.
- D. Charges for additional City's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.10 TIME OF WORK

- A. If it shall become imperative to perform work at night, the City and Engineer shall be informed in writing a reasonable time in advance of the beginning of such work (minimum of 48 hours). Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- B. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather.

1.11 PERMITS

- A. It shall be the Contractor's responsibility to secure all permits of every description required to initiate and complete the Work under this contract.
- B. The Contractor and subcontractors must obtain all necessary permits for disposal of its drill cuttings, drilling fluids, test fluids, development fluids and any other fluids produced, as well as any other permit required by any other regulatory agency. The Contractor or subcontractors shall also be responsible to call for inspections required in Section 305 of the Florida Building Code.
- C. No separate or direct payment will be made to the Contractor for permits and inspection requirements, but all such costs shall be included in the applicable items in their bid.
- D. The Engineer will furnish signed and sealed sets of Contract Documents to the Contractor for permit acquisition as required.
- E. The Contractor shall furnish to the Engineer copies of all permits prior to commencement of Work requiring permits. No payments will be made for work completed without first acquiring and furnishing two copies of each permit to the Engineer.

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SUMMARY OF WORK

5 (ADDENDUM 5)

PROJECT NO. 12237

1.12 SITE CONDITIONS

- A. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available to the City. The Contractor acknowledges that there are no unforeseen conditions and shall not receive any additional compensation for any claims of unforeseen conditions.

1.13 DIMENSIONS OF EXISTING FACILITIES

- A. Where the dimensions and locations of existing improvements are of critical importance in the installation or connection of new work, the Contractor shall verify such dimensions and locations in the field prior to the fabrication and/or installation of materials or equipment, which are dependent on the correctness of such information.

1.14 FIRE PROTECTION

- A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the City of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the City of the tank or device to prevent the occurrence of fire or explosion.

1.15 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

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SUMMARY OF WORK

6 (ADDENDUM 5)

PROJECT NO. 12237

1.16 FIRST AID FACILITIES AND ACCIDENTS

- A. First Aid Facilities: The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.
- B. Accidents:
1. The Contractor shall promptly report, in writing, to the Engineer and City all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City and the Engineer.
 3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and City, giving full details of the claim.

1.17 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other contractors as the Engineer directed, then the City shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The City, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any Contractor.

PROJECT NO. 12237

- D. The Contractor shall indemnify and hold the City and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly.
- E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the City for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the City or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other contractors.
- F. Should any other Contractor having or who shall hereafter have a Contract with the City for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the City harmless from all such claims.
- G. The City's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

1.18 BLASTING AND EXPLOSIVES

- A. Blasting shall not be allowed.

1.19 LIMITS OF WORK AREA

- A. The Contractor shall confine its construction operations to within approximately a 100'x100' area adjacent to each well to be abandoned. The Contractor's use of the project site shall be limited to its demolition operations, including on site storage of materials, and on site fabrication facilities, as noted in the "Staging Area" as shown on the "Well Location Map".

1.20 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind. The City reserves the right, through the opinion of the Engineer, to order that additional

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SUMMARY OF WORK

PROJECT NO. 12237

protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the City for damage to the work from weather elements.

- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the Engineer; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.

1.21 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.
- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period.
- D. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the City may, upon five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

PART 2 -- PRODUCTS (NOT USED)~~PART 3 -- EXECUTION (NOT USED)~~

01010

SUMMARY OF WORK

9 (ADDENDUM 5)

PROJECT NO. 12237

PART 3 – EXECUTION

3.01 EXHIBITS

- A. The exhibit listed below, following “END OF SECTION,” is part of this Specification.**

Exhibit 1 – Enlarged Staging Area

- END OF SECTION –

01010

SUMMARY OF WORK

10 (ADDENDUM 5)

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

CITY PROJECT No. 12237

ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT

DRAWINGS

MAY 2017



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301



HAZEN AND SAWYER
 4000 HOLLYWOOD BOULEVARD, SUITE 750N
 HOLLYWOOD, FLORIDA 33021
 CERTIFICATE OF AUTHORIZATION NO : 2771

SHEET No.	DRAWING No.	DRAWING DESCRIPTION
1	G-01	COVER SHEET AND LIST OF DRAWINGS
2	G-02	GENERAL NOTES
3	G-03	WELL LOCATION MAP
4	C-01	PRODUCTION WELL PW-2
5	C-02	PRODUCTION WELL PW-3
6	C-03	PRODUCTION WELL PW-7
7	C-04	PRODUCTION WELL PW-8
8	C-05	PRODUCTION WELL PW-9
9	C-06	PRODUCTION WELL PW-21
10	C-07	DETAILS - SHEET 1
11	C-08	DETAILS - SHEET 2
12	C-09	DETAILS - SHEET 3

 GEORGE A. BROWN, P.E. No. 56076

CITY FILE No. 4-140-50
 COVER SHEET AND LIST OF DRAWINGS
 SHEET 1 OF 12
 DRAWING No. G-01

GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
2. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING PIPELINES OR UTILITIES WHETHER SHOWN OR NOT.
3. THE CONTRACTOR SHALL INSURE THAT ALL NECESSARY PERMITS ARE IN HAND BEFORE COMMENCEMENT OF CONSTRUCTION.
4. ALL PRACTICAL AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL AND OR DAMAGE.
5. THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA 48 HOURS MINIMUM PRIOR TO START OF CONSTRUCTION, AND SHALL HAVE ALL SERVICE LINES (UTS, FPL, WATER, CABLE, AT&T, SANITARY SEWER, IRRIGATION, FORCE MAIN AND OTHERS) LOCATED AND FLAGGED PRIOR TO ANY EXCAVATION.
7. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL UTILITY LINES AND SERVICES DAMAGED DURING CONSTRUCTION, INCLUDING IRRIGATION LINES AND SERVICES. THE APPROPRIATE UTILITY SHALL BE NOTIFIED OF ALL DAMAGED LINES PRIOR TO REPAIR. ALL NECESSARY REPAIRS SHALL BE PERFORMED IMMEDIATELY UPON DAMAGE OF THE LINE.
8. ALL ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929.
9. THE CONTRACTOR IS REQUIRED TO OBTAIN ADVANCED WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
10. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY REQUIRED PLAN DEVIATIONS.
11. THE UNDERGROUND CONTRACTOR SHALL MINIMIZE THE WORK AREA AND WIDTH OF TRENCHES TO AVOID UNNECESSARY DISTURBANCES OF EXISTING FACILITIES. SPOIL FROM TRENCHES SHALL BE PLACED ON PREVIOUSLY CLEARED AREAS, EXISTING RIGHT-OF-WAY OR APPROVED EASEMENT. THE CONTRACTOR SHALL NOT REMOVE OR DISTURB ANY TREES OR SHRUBS WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

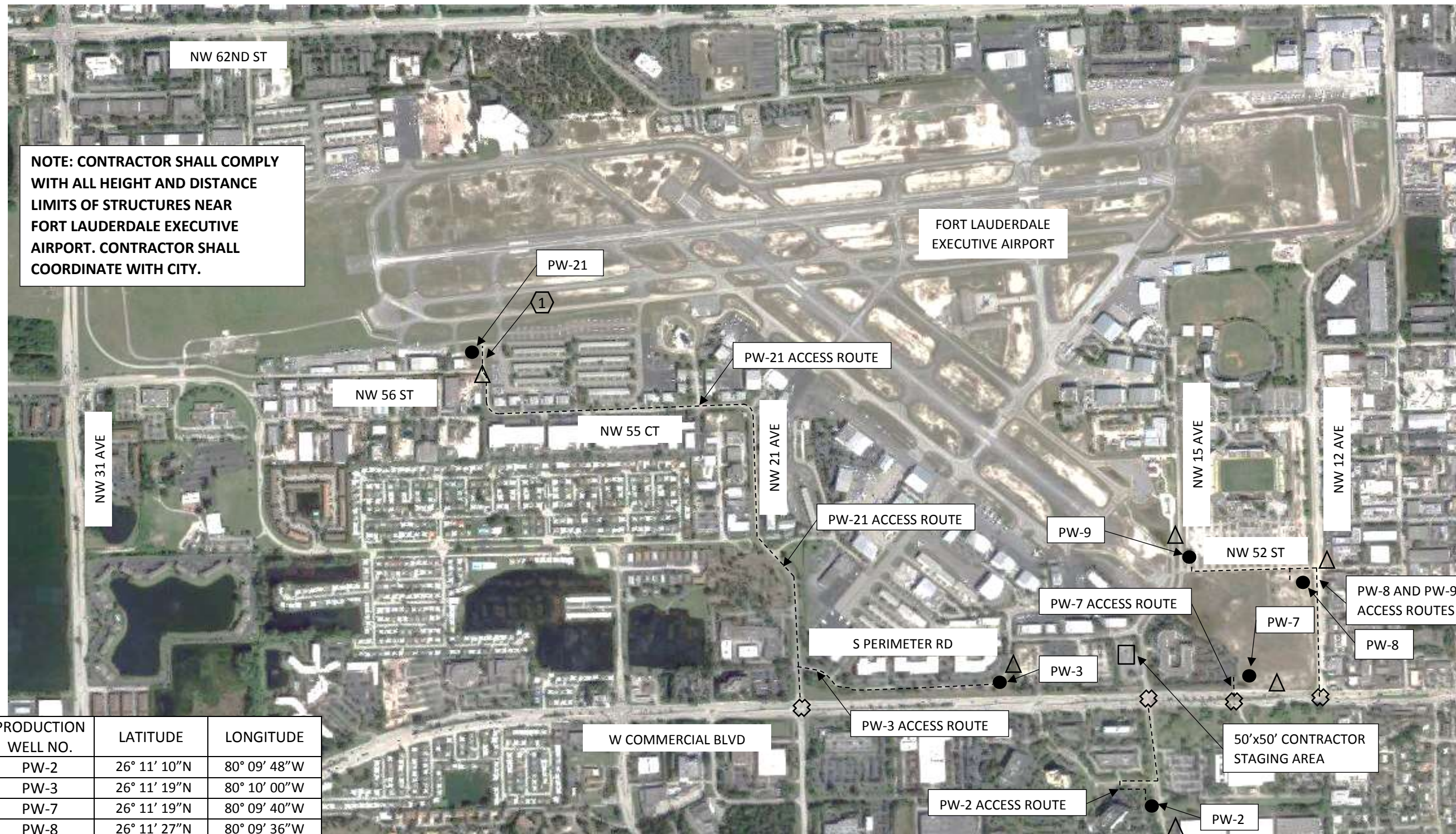
12. ALL MODIFICATIONS TO EXISTING WATER MAINS SHALL BE MADE UNDER THE DIRECTION OF THE CITY OF FORT LAUDERDALE.
13. CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
14. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
15. TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION.
16. CONTRACTOR SHALL PROMPTLY (i.e., 48 HOURS) REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
17. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
18. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK, FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
19. THE CONTRACTOR SHALL PAINT NEW TRAFFIC STRIPE MARKINGS WHERE EXISTING TRAFFIC STRIPE MARKINGS ARE DAMAGED OR REMOVED DURING CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL.

GENERAL NOTES – TRAFFIC CONTROL PLAN

1. THIS PROJECT REQUIRES WORK WITHIN THE CITY OF FORT LAUDERDALE RIGHT-OF-WAY. PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLAN TO THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY TRAFFIC ENGINEERING AS REQUIRED PRIOR TO THE COMMENCEMENT OF WORK. CITY OF FORT LAUDERDALE MOT REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. COPY OF APPROVED MOT SHALL BE SUBMITTED TO ENGINEER PRIOR TO START OF WORK.

2. THE TRAFFIC CONTROL PLANS FOR THE PROJECT SHALL COMPLY WITH THE LATEST EDITION OF THE ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX NO. 600-660. MUTCD AND THE STANDARD SPECIFICATIONS. THE CONTRACTOR'S RESPONSE TIME TO ALL REPORTED MALFUNCTIONS OF TRAFFIC SIGNALS WITHIN THE PROJECT LIMITS SHALL BE NO MORE THAN TWO (2) HOURS AND SHALL RESTORE ALL MALFUNCTIONING TRAFFIC SIGNAL EQUIPMENT TO ITS LEVEL OF OPERATION PRIOR TO THE MALFUNCTIONING WITHIN TWENTY-FOUR (24) HOURS. DURING THIS TIME THE CONTRACTOR SHALL PROVIDE AT HIS EXPENSE TEMPORARY TRAFFIC CONTROL DEVICES, FLAGGED PERSONNEL AND LAW ENFORCEMENT PERSONNEL AS NECESSARY TO MAINTAIN A SAFE AND EFFICIENT FLOW OF TRAFFIC AT THE AFFECTED WORK ZONE.
3. THE CONTRACTOR SHALL MAINTAIN PROPER OPERATION OF ALL TRAFFIC SIGNAL LOOP ASSEMBLIES AND LOOP DETECTORS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL CORRECT ALL LOOP ASSEMBLY/DETECTOR MALFUNCTIONS WITHIN 24 HOURS OF NOTIFICATION OF SUCH MALFUNCTIONS BY THE ENGINEER.
4. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING.
5. A REGULATORY SPEED OF 25 MPH SHALL BE POSTED WITHIN THE LIMITS OF THE WORK ZONE.
6. EXISTING SIGNS AND PAVEMENT MARKINGS THAT CONFLICT WITH CONSTRUCTION SIGNS AND MARKINGS SHALL BE REMOVED DURING CONSTRUCTION. ALL EXISTING SIGNS THAT ARE REMOVED SHALL BE STOCKPILED IN A SECURE PLACE AND REINSTALLED AFTER CONSTRUCTION. REMOVE AND REPLACE ANY GROUND MOUNT SIGN BY USE OF INDEX NO. 611.
7. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND PREVENT ADVERSE FLOODING OF THE TRAVEL LANES DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY FOR ANY AND ALL CONSTRUCTION ACTIVITIES TO BE PERFORMED AT NIGHT. NO LANE CLOSURE SHALL BE ALLOWED BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM AND 4:00 PM TO 7:00 PM, MONDAY THROUGH FRIDAY UNLESS APPROVED BY THE CITY OF FORT LAUDERDALE, BROWARD COUNTY AND THE ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY TWO (2) BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

<p>GEORGE A. BROWN P.E. No. 56076</p>	 <p>HAZEN AND SAWYER 4000 HOLLYWOOD BOULEVARD, SUITE 750N HOLLYWOOD, FLORIDA 33021 CERTIFICATE OF AUTHORIZATION NO : 2771</p>	 <p>CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301</p>	<p>NOT TO SCALE</p>	<p>CITY FILE No. 4-140-50</p> <p>ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT</p> <p>GENERAL NOTES</p>	<p>DWG No. <u>G-02</u></p> <p>CAM #17-0911</p>
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NOTE: CONTRACTOR SHALL COMPLY WITH ALL HEIGHT AND DISTANCE LIMITS OF STRUCTURES NEAR FORT LAUDERDALE EXECUTIVE AIRPORT. CONTRACTOR SHALL COORDINATE WITH CITY.



GENERAL NOTES:

1. ALL EXISTING WELLS AND HYDRANTS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
2. SEE CORRESPONDING CIVIL DRAWINGS FOR ENLARGED SITE PLAN OF EACH WELL.

KEYED NOTES:

- ① CONTRACTOR SHALL COORDINATE WITH CITY FOR GATE ACCESS.

LOCATION DATA:

PW-2, 3, 6, 7, 8, AND 9:
 SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E

PW-21:
 SECTION: 08
 TOWNSHIP: 49S
 RANGE: 42E

LEGEND:

- EXISTING PRODUCTION WELL (PW) TO BE PLUGGED AND ABANDONED UNDER CITY PROJECT # 12237
- ▲ EXISTING FIRE HYDRANT
- ⊗ ACCESS ROUTE STARTING POINT

PRODUCTION WELL NO.	LATITUDE	LONGITUDE
PW-2	26° 11' 10"N	80° 09' 48"W
PW-3	26° 11' 19"N	80° 10' 00"W
PW-7	26° 11' 19"N	80° 09' 40"W
PW-8	26° 11' 27"N	80° 09' 36"W
PW-9	26° 11' 29"N	80° 09' 44"W
PW-21	26° 11' 44"N	80° 10' 43"W

GEORGE A. BROWN P.E.
 No. 56076

Hazen
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 CERTIFICATE OF AUTHORIZATION NO : 2771

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

NOT TO SCALE

CITY FILE No. 4-140-50
 ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT
WELL LOCATION MAP

DWG No.
G-03
 CAM #17-0911
 Exhibit 3
 Page 260 of 274

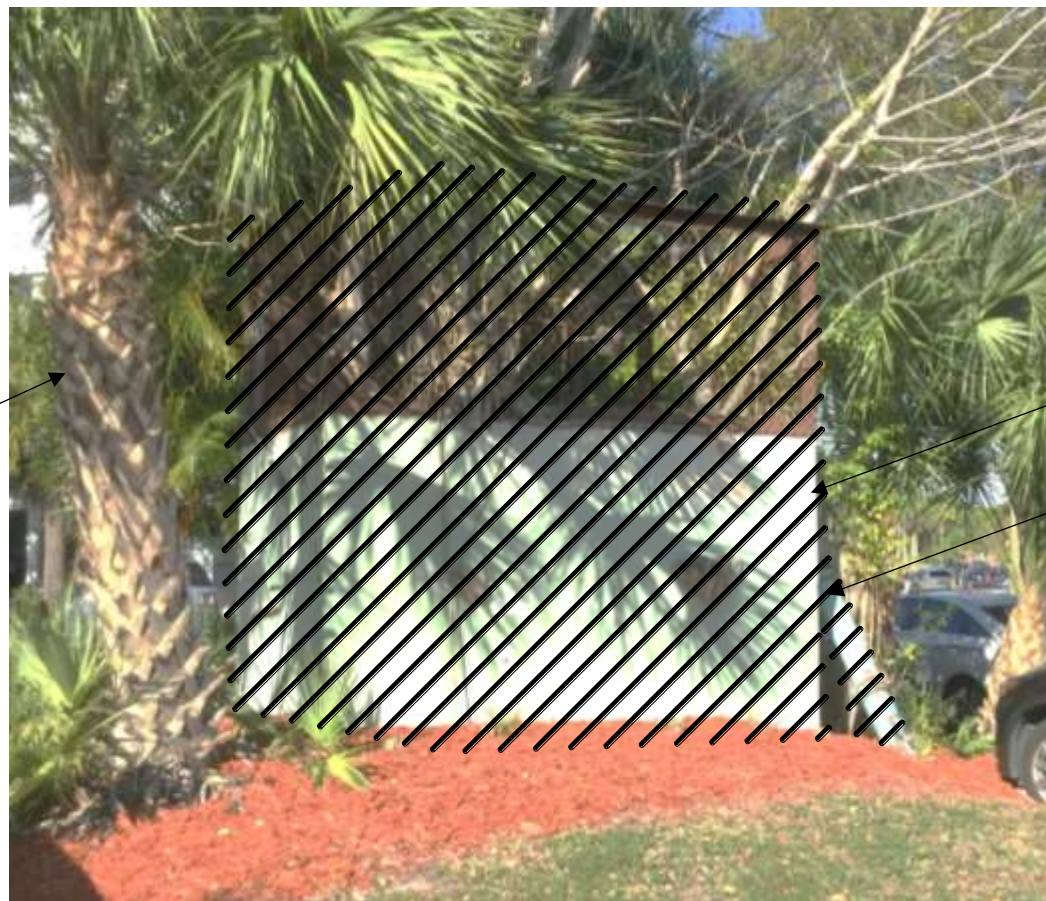
LOCATION DATA:

SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E



LOCATION MAP
NTS

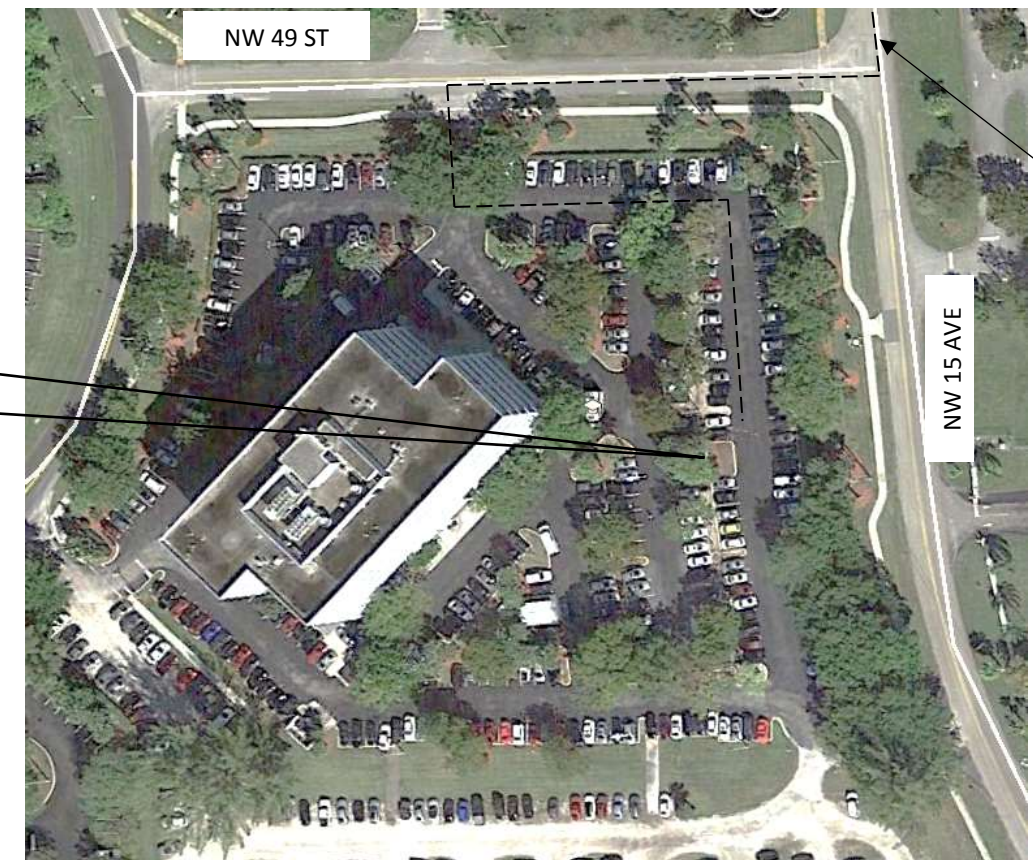
SEE ENLARGED
SITE PLAN



DEMOLITION PHOTO – PW-2
NTS

1	2	3	5
C-07	C-07	C-08	C-09

PW-2 LOCATION
 LATITUDE: 26° 11' 10"N
 LONGITUDE: 80° 09' 48"W



ENLARGED SITE PLAN – PW-2
NTS

GENERAL NOTES:

1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
2. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WITH THE CITY OF FORT LAUDERDALE WELLFIELD OPERATIONS STAFF WHETHER OR NOT THE EXISTING RAW WATER PIPELINE IS PRESSURIZED. NO CUTTING OF PIPE SHALL BE PERFORMED UNTIL VERIFICATION IS COMPLETE.
3. IT IS UNKNOWN IF ELECTRICAL POWER TO THE WELL IS ENERGIZED. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WHETHER OR NOT POWER IS ENERGIZED.

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 REMOVE TREES AND HEAVY BUSH AS NEEDED FOR WELL ACCESS.
- 4 PW-2 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

2 FULL BUSINESS DAYS BEFORE DIGGING
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 CALL 1-954-828-8000

LEGEND:

TO BE REMOVED

GEORGE A. BROWN P.E.
 No. 56076

Hazen
 HAZEN AND SAWYER
 4000 HOLLYWOOD BOULEVARD, SUITE 750N
 HOLLYWOOD, FLORIDA 33021
 CERTIFICATE OF AUTHORIZATION NO : 2771

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

NOT
TO SCALE

CITY FILE No. 4-140-50
 ABANDONMENT OF WATER WELLS AT
 FORT LAUDERDALE EXECUTIVE AIRPORT
PRODUCTION WELL PW-2

DWG No.
C-01

CAM #17-0911
 Exhibit 3
 Page 261 of 274

LOCATION DATA:

SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



DEMOLITION PHOTO – PW-3
NTS

1 2 5

1	2	3	5
C-07	C-07	C-08	C-09

PW-3 LOCATION
 LATITUDE: 26° 11' 19"N
 LONGITUDE: 80° 10' 00"W



ENLARGED SITE PLAN – PW-3
NTS

GENERAL NOTES:

1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
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- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 PROTECT THE EXISTING TREES AND LANDSCAPING FROM DAMAGE. THE CONTRACTOR SHALL REPLACE ANY TREES AND LANDSCAPING DAMAGED BY THEIR WORK. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS AS REQUIRED.
- 4 PW-3 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

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LEGEND:



TO BE REMOVED

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 CERTIFICATE OF AUTHORIZATION NO : 2771

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

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CITY FILE No. 4-140-50
 ABANDONMENT OF WATER WELLS AT
 FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-3

DWG No.
C-02

CAM #17-0911
 Exhibit 3
 Page 262 of 274



DEMOLITION PHOTO – PW-7
NTS

1	2	3	5
C-07	C-07	C-08	C-09

1 2 5

4
C-08

3

PW-7 LOCATION
LATITUDE: 26° 11' 19"N
LONGITUDE: 80° 09' 40"W



ENLARGED SITE PLAN – PW-7
NTS



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN

LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
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- 4 PW-7 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

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ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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TO SCALE

CITY FILE No. 4-140-50
ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-7

DWG No.
C-03

CAM #17-0911
Exhibit 3
Page 263 of 274



DEMOLITION PHOTO – PW-8
NTS

1	2	3	5
C-07	C-07	C-08	C-09

① ② ⑤

④

LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



PW-8 LOCATION
LATITUDE: 26° 11' 27"N
LONGITUDE: 80° 09' 36"W

ENLARGED SITE PLAN – PW-8
NTS

③

KEYED NOTES:

- ① DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- ② COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- ③ PW-8 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- ④ REMOVE TREES AS NEEDED FOR WELL ACCESS.
- ⑤ ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

GENERAL NOTES:

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NOT
TO SCALE

CITY FILE No. 4-140-50
ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT

DWG No.
C-04

PRODUCTION WELL PW-8

CAM #17-0911
Exhibit 3
Page 264 of 274

LOCATION DATA:

SECTION: 16
 TOWNSHIP: 49S
 RANGE: 42E



LOCATION MAP
NTS

SEE ENLARGED
SITE PLAN



DEMOLITION PHOTO – PW-9
NTS

1	2	3	5
C-07	C-07	C-08	C-09

1 2 5

3

PW-9 LOCATION
 LATITUDE: 26° 11' 29"N
 LONGITUDE: 80° 09' 44"W



ENLARGED SITE PLAN – PW-9
NTS

GENERAL NOTES:

1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
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- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 REMOVE TREES AND HEAVY BRUSH AS NEEDED FOR WELL ACCESS.
- 4 PW-9 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

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LEGEND:



TO BE REMOVED

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NOT
TO SCALE

CITY FILE No. 4-140-50
 ABANDONMENT OF WATER WELLS AT
 FORT LAUDERDALE EXECUTIVE AIRPORT

PRODUCTION WELL PW-9

DWG No.
C-05

CAM #17-0911
 Exhibit 3
 Page 265 of 274



DEMOLITION PHOTO – PW-21
NTS

1 2 5

1	2	3	5
C-07	C-07	C-08	C-09

LOCATION DATA:

SECTION: 16
TOWNSHIP: 49S
RANGE: 42E



SEE ENLARGED SITE PLAN

LOCATION MAP
NTS

PW-21 LOCATION
LATITUDE: 26° 11' 44"N
LONGITUDE: 80° 10' 43"W



EXISTING SOLAR PANEL

NW 56 ST

ENLARGED SITE PLAN – PW-21
NTS

GENERAL NOTES:

1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.
2. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WITH THE CITY OF FORT LAUDERDALE WELLFIELD OPERATIONS STAFF WHETHER OR NOT THE EXISTING RAW WATER PIPELINE IS PRESSURIZED. NO CUTTING OF PIPE SHALL BE PERFORMED UNTIL VERIFICATION IS COMPLETE.
3. IT IS UNKNOWN IF ELECTRICAL POWER TO THE WELL IS ENERGIZED. AS SOON AS POSSIBLE AFTER THE NOTICE TO PROCEED THE CONTRACTOR SHALL FIELD VERIFY WHETHER OR NOT POWER IS ENERGIZED.

KEYED NOTES:

- 1 DEMOLISH THE EXISTING PUMP, PIPING, VALVES, SUPPORTS AND ALL OTHER ABOVE GRADE MECHANICAL, STRUCTURAL, CONCRETE, ELECTRICAL AND INSTRUMENTATION COMPONENTS FOR THIS WELL. DEMOLITION SHALL INCLUDE PUMP HOUSE AND FOUNDATION.
- 2 COORDINATE WITH THE CITY TO ACCESS THE WELL LOCATION FOR CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY TRAFFIC AND PEDESTRIAN BARRIERS.
- 3 PW-21 ACCESS ROUTE FROM W COMMERCIAL BLVD. SEE DRAWING G-03 FOR COMPLETE ACCESS ROUTE.
- 4 PROTECT EXISTING INFRASTRUCTURE THAT MIGHT BE DAMAGED BY CONTRACTOR'S WORK.
- 5 ASSUME WELL STRUCTURE IS CAST-IN-PLACE REINFORCED CONCRETE.

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NOTIFICATION CENTER
FOR CITY OF FT. LAUDERDALE UTILITIES
CALL 1-954-828-8000

LEGEND:

TO BE REMOVED

GEORGE A. BROWN P.E.
No. 56076

Hazen
HAZEN AND SAWYER
4000 HOLLYWOOD BOULEVARD, SUITE 750N
HOLLYWOOD, FLORIDA 33021
CERTIFICATE OF AUTHORIZATION NO : 2771

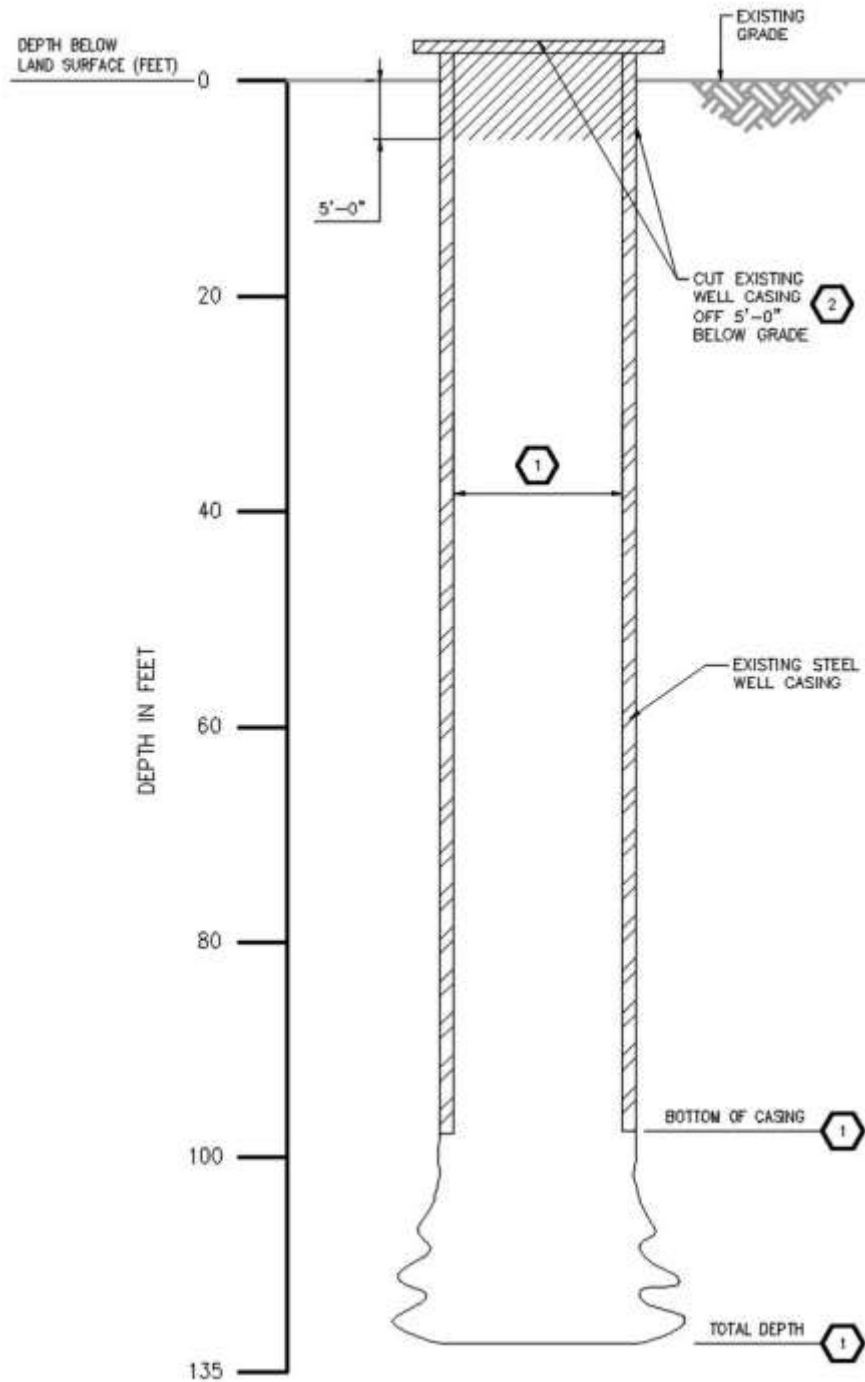
CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NOT TO SCALE

CITY FILE No. 4-140-50
ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT
PRODUCTION WELL PW-21

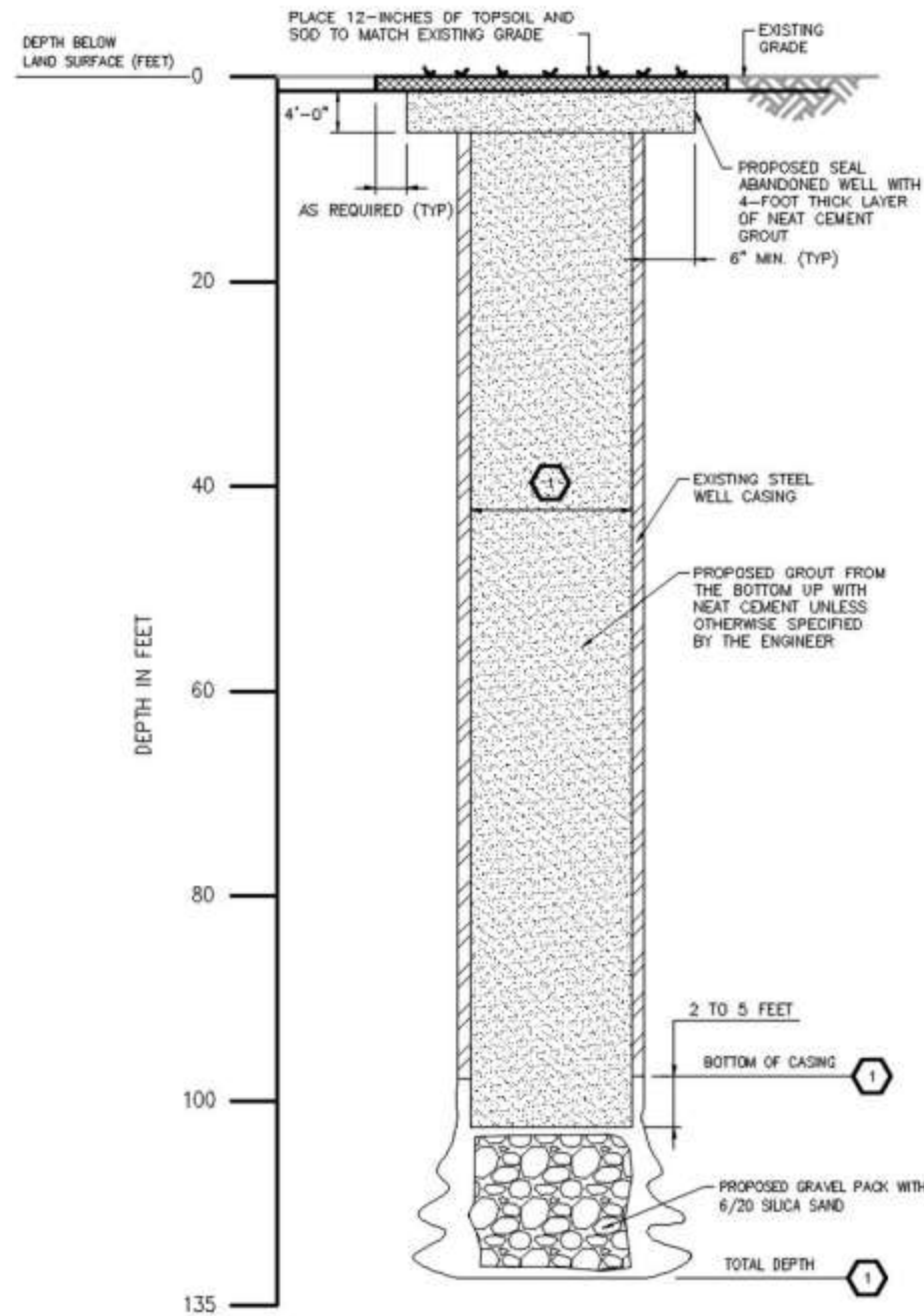
DWG No.
C-06

CAM #17-0911
Exhibit 3
Page 266 of 274



WELL ELEVATION - EXISTING CONDITION

DETAIL	1
NTS	VAR



WELL ELEVATION - PROPOSED CONDITION

DETAIL	2
NTS	VAR

KEYED NOTES:

- ① WELL DIAMETER, CASING DEPTH AND TOTAL DEPTH VARY FOR EACH WELL LOCATION. THE "WELL PLUGGING AND ABANDONMENT SCHEDULE" PROVIDES APPROXIMATE VALUES.
- ② EXISTING SURFACE FACILITIES (I.E., PUMP, WELL HOUSE, ETC.) NOT SHOWN.

GENERAL NOTES:

- 1. ALL EXISTING WELLS SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK OPERATIONS.

CITY OF FORT LAUDERDALE WELL PLUGGING AND ABANDONMENT SCHEDULE			
PRODUCTION WELL NUMBER	CASING DIAMETER (INCHES)	TOTAL DEPTH (FEET)	CASED DEPTH (FEET)
PW-2	10	132	120
PW-3	10	125	113
PW-6	10	116	104
PW-7	10	130	118
PW-8	10	128	116
PW-9	10	125	113
PW-21	12	76	61

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NOT TO SCALE

CITY FILE No. 4-140-50
ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT
DETAILS - SHEET 1

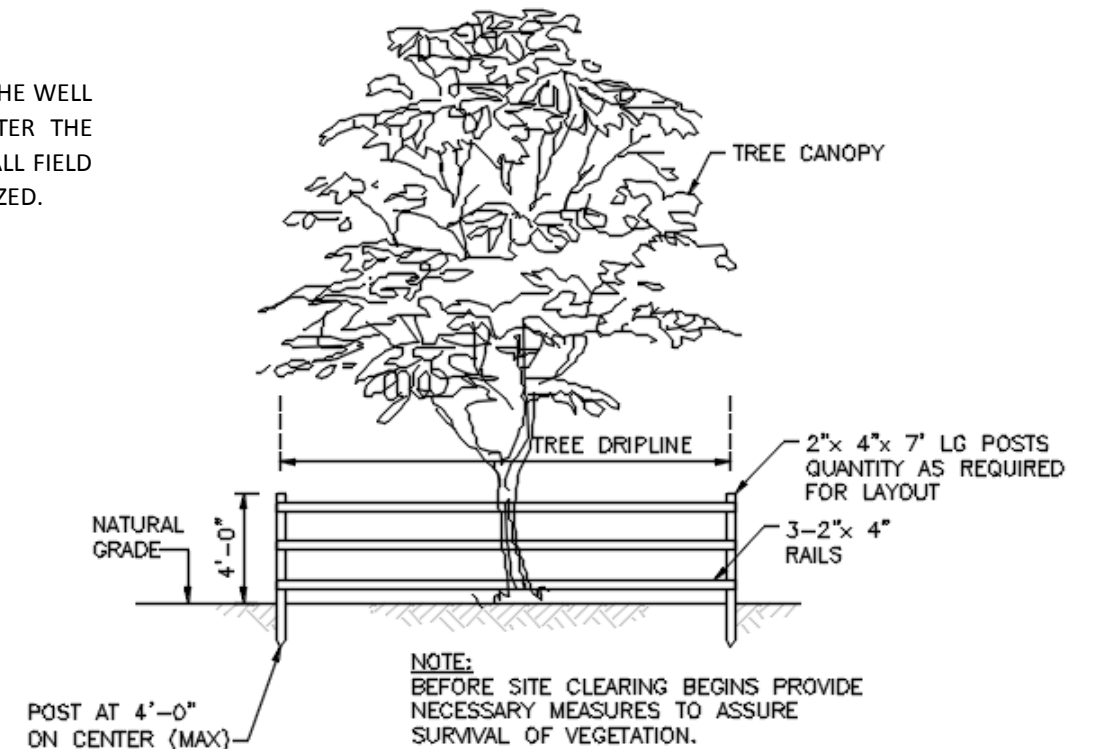
DWG No.
C-07
CAM #17-0911

KEYED NOTES:

- ① BACKFILL TO WITHIN 6-INCHES OF THE EXISTING GRADE USING STRUCTURAL FILL WITH NO MORE THAN 10% BY WEIGHT, PASSING THE NO. 200 SIEVE. COMPACT TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D1557.
- ② THE TOP 6-INCHES OF EXCAVATION SHALL BE FILLED WITH TOPSOIL AND SODDED FLUSH TO EXISTING GRADE.
- ③ AFTER REMOVAL OF PUMP AND PRIOR TO PLUGGING OF THE WELL, PROTECT THE WELL FROM INTRUSION OF FOREIGN MATERIAL AND RUNOFF.

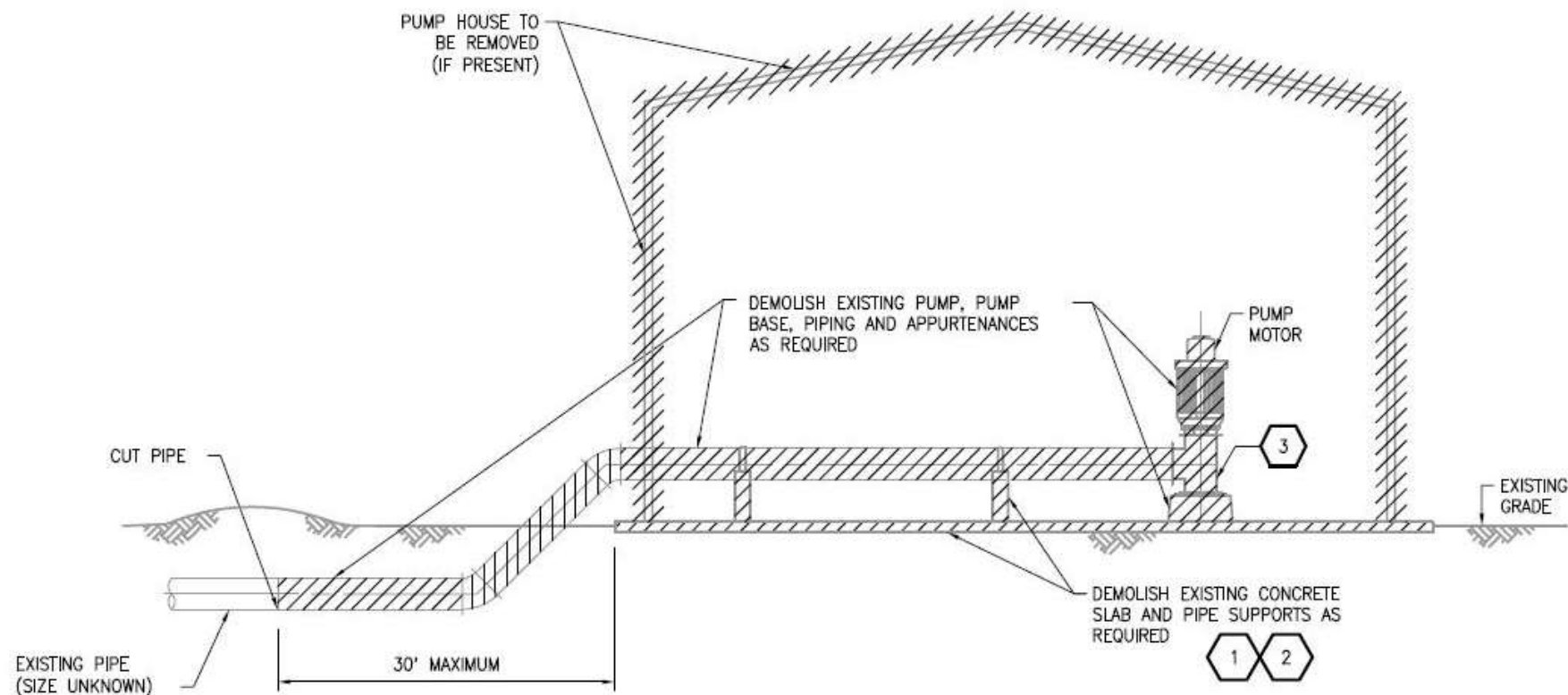
GENERAL NOTES:

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TEMPORARY TREE PROTECTION BARRIER

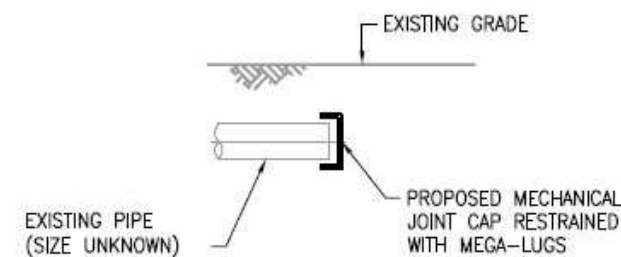
DETAIL	4
NTS	VAR



EXISTING SECTION
NST

WELL HOUSE ABANDONMENT

DETAIL	3
NTS	VAR



PROPOSED SECTION
NST

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No. 56076

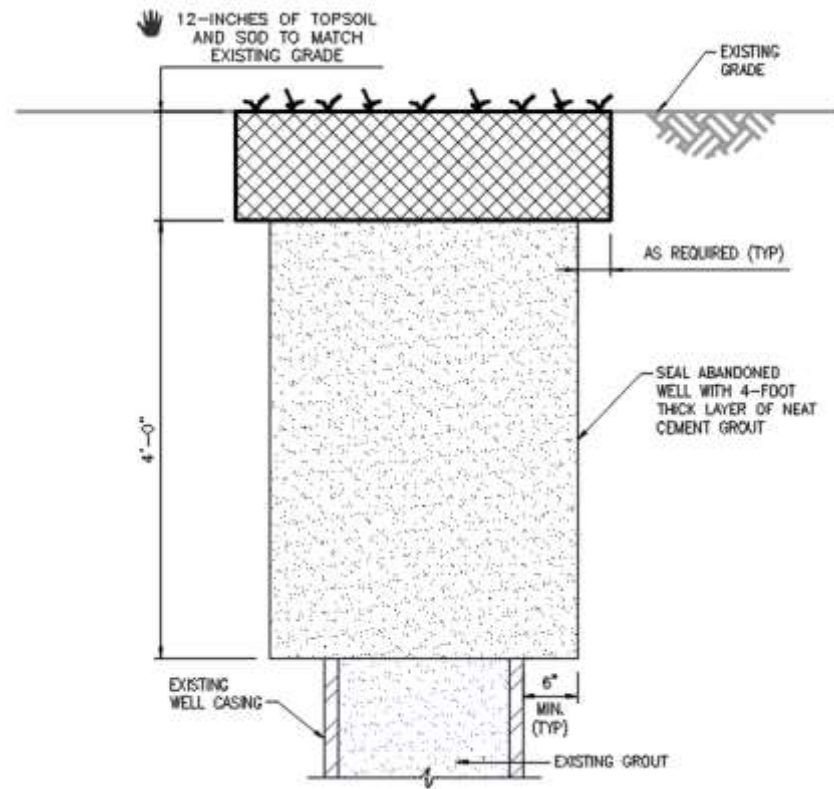
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CITY FILE No. 4-140-50
ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT
DETAILS – SHEET 2

DWG No.
C-08
CAM #17-0911




PROPOSED CONDITION

DETAIL	5
NTS	VAR

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ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NOT
TO SCALE

CITY FILE No. 4-140-50
ABANDONMENT OF WATER WELLS AT
FORT LAUDERDALE EXECUTIVE AIRPORT
DETAILS – SHEET 3

DWG No.
C-09
CAM #17-0911

GENERAL NOTES:

1. STAGING AREA IS LOCATED AT 5021 NW 15 AVENUE, FORT LAUDERDALE, FLORIDA 33313. BROWARD COUNTY PROPERTY APPRAISER FOLIO NUMBER: 494209290240.
2. 50'x50' STAGING AREA IS LOCATED WITHIN PROPERTY OWNED BY THE CITY OF FORT LAUDERDALE – FORT LAUDERDALE EXECUTIVE AIRPORT.
3. WRITTEN AUTHORIZATION FROM FORT LAUDERDALE AIRPORT ENGINEER, FERNANDO BLANCO (PHONE: 954-828-6536. EMAIL: FBLANCO@FORTLAUDERDALE.GOV), SHALL BE OBTAINED PRIOR TO MOBILIZATION.



LOCATION MAP

NTS

SEE ENLARGED STAGING AREA



50'x50' STAGING AREA

ENLARGED STAGING AREA

NTS



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 4000 HOLLYWOOD BOULEVARD, SUITE 750N
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 CERTIFICATE OF AUTHORIZATION NO : 2771



CITY OF FORT LAUDERDALE
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ADDENDUM 5

NOT TO SCALE

CITY FILE No. 4-140-50

ABANDONMENT OF WATER WELLS AT FORT LAUDERDALE EXECUTIVE AIRPORT

EXHIBIT 1 – ENLARGED

STAGING PLAN

Question and Answers for Bid #673-11952 - Dixie Wellfield Abandonment (P12237)

Overall Bid Questions

Question 1

Is there an engineers estimate available for bid bond purposes.

Bid schedule shows only two lump sum line items?

Mobilization / Demobilization

Demolition

Item 673-11952 --01-01 - BASE BID: Mobilization and Demobilization

Item 673-11952 --01-02 - BASE BID: Demolition

Is this the final bid schedule? (Submitted: May 16, 2017 8:00:01 AM EDT)

Answer

- Cost estimate is approximately \$267,000.

Please refer to Specification Section 01025, Measurement and Payment, for details on the Lump Sum line items. (Answered: May 18, 2017 10:16:14 AM EDT)

Question 2

Drawing C-09 appears to be missing from the plans. (Submitted: May 16, 2017 8:26:35 AM EDT)

Answer

- See Addendum 1 for revised drawings. (Answered: May 18, 2017 10:16:14 AM EDT)

Question 3

The MOT allowance on page SC-4 is blank, can an MOT allowance be added? (Submitted: May 22, 2017 1:19:58 PM EDT)

Answer

- MOT is not applicable to this project. Therefore, there is no allowance for this. (Answered: May 22, 2017 1:49:17 PM EDT)

Question 4

The Summary of Work part 1.04.C calls for raw water pipelines to be grouted per plan. The plan show caps for the raw water pipelines in the drawings but there is no indication that pipe get grouted and how much pipe gets grouted. What size is each pipeline and how much pipe, if any, get grouted? (Submitted: May 22, 2017 1:23:26 PM EDT)

Answer

- Please see Addendum 3. (Answered: May 30, 2017 12:43:02 PM EDT)

Question 5

Please confirm that there is no work to be performed at PW-6 under this project. (Submitted: May 22, 2017 1:23:46 PM EDT)

Answer

- No work needs to be done with well #6; it's no longer there. (Answered: May 25, 2017 9:43:59 AM EDT)

Question 6

Well No. 9 appears to be at the of runway 13/31. Will the City close this runway while a crane is in place to pull and abandon the well?

Will there be any other over height issues on the remainder of the wells? (Submitted: May 25, 2017 8:42:18 AM EDT)

Answer

- Any crane used at this location will require clearance from the Airport City Engineer. Closing of the runway is possible and will depend on the height of the crane, but if the runway is to be closed, work would have to be done either at night or in the early hours of the morning.

We do not foresee any height issues with any of the other wells. (Answered: May 25, 2017 12:57:49 PM EDT)

Question 7

How much room will be available to the contractor at PW-2? (Submitted: May 25, 2017 12:53:20 PM EDT)

Answer

- Contractors will need to coordinate with Keiser University to secure additional space around Well #2.

(Answered: May 25, 2017 2:49:28 PM EDT)

Question 8

In addition to well abandonment permits, what other permits shall be required to complete this work?

(Submitted: May 25, 2017 1:43:54 PM EDT)

Answer

- At a minimum, the Contractor is required to obtain the following permits:

1. State of Florida Permit Application to Construct, Repair, Modify, or Abandon a Well (DEP Form: 62-532.900(1))
2. FAA - Notice of Proposed Construction or Alteration
3. No Broward County permit needed
4. South Florida Water Management District may require a permit. (Answered: May 31, 2017 4:37:56 PM EDT)

- ADDITIONAL INFORMATION:

Contractor will need to submit a permit (Type PWELL) for abandonment of the six wells. This type of permit is used for any new well construction as well as for a well disposal.

Permit applications are available online at the following link:

<http://www.fortlauderdale.gov/home/showdocument?id=12483> (Answered: Jun 7, 2017 11:23:10 AM EDT)

Question 9

Can a demolition contractor with a water well license bid this project as a prime? (Submitted: May 31, 2017 9:32:26 AM EDT)

Answer

- Possession of a General Contractor License and Water Well Contractor License is required for this Project. Please refer to the Special Conditions Section for details. (Answered: Jun 1, 2017 1:56:57 PM EDT)

Question 10

Please confirm that access to airside well will be provided by the nearby gate.

Also, please confirm that the airport will provide the necessary barriers/barricades to separate the work zone from the airport operations.

What will be the allowable work hours for the airside work? (Submitted: May 31, 2017 11:39:49 AM EDT)

Answer

- Access to well #21 through the nearby gate can be done during daytime hours.

The contractor is responsible for supplying, installing, removal, and restoration of the work area(s), including temporary construction fencing and barricades.

In addition, the contractor will have to attend an airfield safety course and badging class prior to being allowed access to the airfield. Contractor shall be under escort while within the active airfield area. Use of any crane will require approval by the FAA and coordination with the airport (normally a 60-day process). A pre-construction meeting will also be required. (Answered: Jun 2, 2017 11:53:28 AM EDT)

- The work hours can be from 7:00am to 6:00pm. If the contractor needs to work additional hours he will need to coordinate with the airport. (Answered: Jun 2, 2017 1:48:26 PM EDT)

Question 11

Please confirm that access to airside well will be provided by the nearby gate. Also, please confirm that the airport will provide the necessary barriers/barricades to separate the workzone from the airport operations.

(Submitted: May 31, 2017 12:43:08 PM EDT)

Answer

- Access to well #21 through the nearby gate can be done during daytime hours.

The contractor is responsible for supplying, installing, removal, and restoration of the work area(s), including temporary construction fencing and barricades.

In addition, the contractor will have to attend an airfield safety course and badging class prior to being allowed access to the airfield. Contractor shall be under escort while within the active airfield area. Use of any crane will require approval by the FAA and coordination with the airport (normally a 60-day process). A pre-construction meeting will also be required. (Answered: Jun 2, 2017 11:53:28 AM EDT)

- The work hours can be from 7:00am to 6:00pm. If the contractor needs to work additional hours he will need to coordinate with the airport. (Answered: Jun 2, 2017 1:48:26 PM EDT)

Question 12

What will be the allowable work hours for the airside work? (Submitted: Jun 1, 2017 1:23:00 PM EDT)

Answer

- Access to well #21 through the nearby gate can be done during daytime hours.
The contractor will have to attend an airfield safety course and badging class prior to being allowed access to the airfield. Contractor shall be under escort while within the active airfield area.
Use of any crane will require approval by the FAA and coordination with the airport (normally a 60-day process).
A pre-construction meeting will also be required.

Access to well #21 through the nearby gate can be done during daytime hours. (Answered: Jun 2, 2017 11:53:28 AM EDT)

- The work hours can be from 7:00am to 6:00pm. If the contractor needs to work additional hours he will need to coordinate with the airport. (Answered: Jun 2, 2017 1:48:26 PM EDT)

Question 13

The trench safety form appears to need a notary signature. We cannot notarize the form on bid sync. How do we obtain a PDF of this form to print out and get notarized? (Submitted: Jun 7, 2017 7:34:53 AM EDT)

Answer

- Bidders will need to download the required document(s), complete, then upload them. Please contact Bidsync directly for information/assistance on how to accomplish this task. (Answered: Jun 7, 2017 11:23:10 AM EDT)

Question 14

Have any of the structures or discharge piping been tested for lead paint. If so, can the results be released? (Submitted: Jun 7, 2017 9:50:41 AM EDT)

Answer

- The City has not conducted any testing for lead content on either the paint or the piping, and we have no knowledge on whether lead is/is not present. (Answered: Jun 9, 2017 10:34:29 AM EDT)

Question 15

Please clarify the location of the lay down area? One set of specifications shows the area but the addendum specifications do not reference it. (Submitted: Jun 7, 2017 9:51:04 AM EDT)

Answer

- 1. The staging area illustrated on the drawings titled "Well Location Map" is located at 5021 NW 15 Avenue, Fort Lauderdale, FL 33313. The Broward County Property Appraiser Folio Number is 494209290240. The property is owned by the City of Fort Lauderdale "Fort Lauderdale Executive Airport."

2. An enlarged view of the staging area is included in Exhibit 1.
Specification Section 01010 has been updated to reflect the addition of Exhibit 1. Please refer to Addendum No. 5.

3. Fort Lauderdale Airport Engineer, Fernando Blanco, selected the staging area illustrated on the drawing titled "Well Location Map" and Exhibit 1.

The Contractor shall obtain written authorization from the Airport prior to mobilization. The Contractor shall contact Mr. Blanco (Phone: 954-828-6536.

Email: fblanco@fortlauderdale.gov) to obtain airport authorization. (Answered: Jun 9, 2017 4:15:11 PM EDT)

Question 16

Will neat cement from a ready mix truck be allowed provided that we meet cement specifications? (Submitted: Jun 7, 2017 9:51:34 AM EDT)

Answer

- Ready mix truck is acceptable. (Answered: Jun 9, 2017 10:34:29 AM EDT)

Question 17

Please clarify the requirement for a survey following the P&A. (Submitted: Jun 7, 2017 9:57:27 AM EDT)

Answer

- Certain permit applications that the Contractor is responsible for, including but not limited to: 1) Federal Aviation Administration Form 7460-1; and 2) State of Florida Permit Application to Construct, Repair, Modify, or

Abandon a Well, etc., require information relative to latitude and longitude.

The Contractor is responsible for obtaining latitude and longitude to the accuracy needed to obtain its permits.

If this requires a licensed surveyor, then providing this service would be the responsibility of the contractor.

(Answered: Jun 9, 2017 10:34:29 AM EDT)