

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this 16th day of August, 2022, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Alen Construction Group, Inc., a Florida Corporation (Contractor), (“Party” or collectively “Parties”);

WHEREAS, the City desires to retain a contractor for the Project, Riverwalk Parking Garage Repairs, as expressed in its Invitation to Bid No., 12668-1023, Project Number, 12183, which was opened on May 19, 2022; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

- 1.10 Contract Price – The amount established in the bid submittal and award by the City’s City Commission, its successors and assigns, as may be amended by Change Order.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the work.
- 1.16 Engineer – Includes the terms “professional engineer” or “licensed engineer” and means a person who is licensed to engage in the practice of engineering under Chapter 417, Florida Statutes.

- 1.17 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.
- 1.18 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.
- 1.19 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).
- 1.20 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.
- 1.21 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.22 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.
- 1.23 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.
- 1.24 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.25 Plans - The official graphic representations of this Project that are a part of the Contract Documents.

- 1.26 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.27 Project – The construction project described in the Contract Documents, including the Work described therein.
- 1.28 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.
- 1.29 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.
- 1.30 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.
- 1.31 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.32 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.33 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

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

Riverwalk Parking Garage Repairs
ITB #12668-1023 PROJECT #12183

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

PROJECT DESCRIPTION

The City of Fort Lauderdale, Florida (City) requires construction services for the restoration of its Riverwalk Center Parking Garage. This restoration project is located at 150 Southeast 2nd Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, concrete repairs, waterproofing repairs, drainage repairs, and limited railing upgrades for safety purposes.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Diana Carrillo, whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-3760, and email address is dcarrillo@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets 1 to 30 inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number 1 through 2, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., 12668-1023, Instructions to Bidders, and Bid Bond.

- 4.12 Contractor's response to the City's Invitation to Bid No., 12668-1023, dated May 19, 2022.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive Changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated August 16, 2022, and any attachments.
- f. Invitation to Bid No., 12668-1023, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No., 12668-1023, dated May 19, 2022.
- h. Schedule of Values.
- i. Schedule of Completion.

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

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

responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within Fourteen (14) calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within Three Hundred Eighty-Eight (388) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within Four Hundred Forty Eight (448) 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 Two Million Four Hundred Forty-Three Thousand Twenty-Four Dollars and Seventy-One Cents (\$2,443,024.71), constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to an approved and fully executed Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

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

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

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes (2021), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.8 Payment Card Industry (PCI) Compliance
Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the 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 it is totally familiar with, understands and shall comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the 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 it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

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

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

8.8 Labor

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

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

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

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

8.9 Materials:

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

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

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

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

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

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

The Contractor shall pay all government charges which are applicable at the time of opening of 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 in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

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

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

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

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

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

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies.

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

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

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

8.18 Safety and Protection:

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

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an “as is” physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any “contamination” on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor’s use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or “contamination” on the Premises.

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

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

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

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

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

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

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses

at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

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

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

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

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

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

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

Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will

be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2021), 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

INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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

A Sample Insurance Certificate shall be included with the 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.

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and

the Project Manager has not acted with reasonable promptness in response to such notice.

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

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

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

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

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

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project

Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person

or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2021), as may be amended or revised, controls the extent and limits of the

indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
 - 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
 - 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of

surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

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

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

14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing

and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

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

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

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

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

14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an

itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

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

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

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

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

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

5.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the

respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere,

and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

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

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

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

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

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the 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 Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and

fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

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

18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

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

with copy to the:

Project Manager and City Attorney
City of Fort Lauderdale

100 North Andrews Avenue
Fort Lauderdale, Florida 33301-1016

To the Contractor:

Alen Construction Group, Inc.
5337 Orange Drive
Davie, FL 33314

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 (2021), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2021), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern

District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent 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, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

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

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the

City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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

22.11 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 AGREEMENT, 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 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 (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: 
GREG CHAVARRIA
City Manager


Date: 11/17/22

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form:
Alain E. Boileau, City Attorney

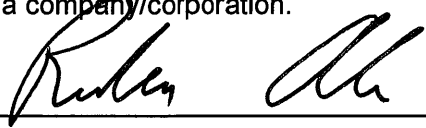
By: 
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

CONTRACTOR

WITNESSES:

ALLEN CONSTRUCTION GROUP, INC.,
a Florida company/corporation.

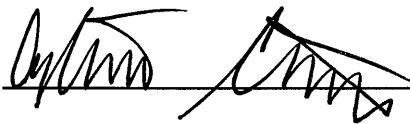
Alicia Simosa

By: 

Alicia Simosa
Print Name

Print Name: Ruben Alen

Title: President



ATTEST:

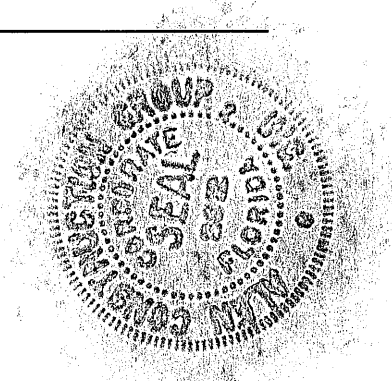
Angelina Costanzo
Print Name

By: 
Katia Beltran
Secretary

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Broward:



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of October, 2022, by Ruben Alen, as President, for Allen Construction Group, Inc., a Florida company/corporation.

Alicia Simosa
(Signature of Notary Public - State of Florida)



Alicia E. Simosa M.
Comm.: HH 258326
Expires: April 27, 2026
Notary Public - State of Florida

Alicia Simosa
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced: _____

Alen Construction Group, Inc.

Bid Contact **Ruben Alen**
ruben@alenconstructiongroup.com
Ph 954-252-1372

Address **5337 Orange Drive**
Davie, FL 33314

Qualifications **MBE**

Bid Notes **Original Bid Bond was dropped off at Broward County's Purchasing Department - Paulette Hemings Turner May 18th, 2022 @ 1:00pm**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12668-1023--01-01	Repair Services	Supplier Product Code:	First Offer - \$0.00	1 / each	\$0.00 Y
12668-1023--01-02	Floor Crack	Supplier Product Code:	First Offer - \$5.3399	11180 / linear foot	\$59,700.082 Y
12668-1023--01-03	Overhead Floor Crack	Supplier Product Code:	First Offer - \$62.1429	140 / linear foot	\$8,700.006 Y
12668-1023--01-04	Floor Spall	Supplier Product Code:	First Offer - \$123.2033	487 / square foot	\$60,000.0071 Y
12668-1023--01-05	Overhead Floor Spall	Supplier Product Code:	First Offer - \$123.6559	186 / square foot	\$22,999.9974 Y
12668-1023--01-06	Column Crack	Supplier Product Code:	First Offer - \$62.50	4 / linear foot	\$250.00 Y
12668-1023--01-07	Column Cracks (Waterproof Paint)	Supplier Product Code:	First Offer - \$5.25	400 / square foot	\$2,100.00 Y
12668-1023--01-08	Column Spall	Supplier Product Code:	First Offer - \$123.6364	495 / square foot	\$61,200.018 Y
12668-1023--01-09	Wall Crack	Supplier Product Code:	First Offer - \$61.8115	817 / linear foot	\$50,499.9955 Y
12668-1023--01-10	Wall Spalls	Supplier	First Offer - \$123.3766	77 / square foot	\$9,499.9982 Y

		Product Code:				
12668-1023--01-11	Wall Spall (CMU)	Supplier Product Code:	First Offer - \$123.7251	451 / square foot	\$55,800.0201	Y
12668-1023--01-12	Overhead Beam Spall	Supplier Product Code:	First Offer - \$120.9677	124 / square foot	\$14,999.9948	Y
12668-1023--01-13	Overhead Beam Cracks	Supplier Product Code:	First Offer - \$60.00	5 / linear foot	\$300.00	Y
12668-1023--01-14	Exposed Rebar	Supplier Product Code:	First Offer - \$123.6478	795 / linear foot	\$98,300.001	Y
12668-1023--01-15	Overhead Exposed Rebar	Supplier Product Code:	First Offer - \$123.4201	269 / linear foot	\$33,200.0069	Y
12668-1023--01-16	Waterponding	Supplier Product Code:	First Offer - \$6.5741	2160 / square foot	\$14,200.056	Y
12668-1023--01-17	CMU Wall Replacement	Supplier Product Code:	First Offer - \$123.913	92 / square foot	\$11,399.996	Y
12668-1023--01-18	Damaged Curb Spall	Supplier Product Code:	First Offer - \$146.875	32 / square foot	\$4,700.00	Y
12668-1023--01-19	Exposed Tendon	Supplier Product Code:	First Offer - \$116.00	2 / linear foot	\$232.00	Y
12668-1023--01-20	Damaged Tendon	Supplier Product Code:	First Offer - \$5,200.00	3 / each	\$15,600.00	Y
12668-1023--01-21	Overhead Damaged Tendon	Supplier Product Code:	First Offer - \$5,200.00	2 / each	\$10,400.00	Y
12668-1023--01-22	Post Tension Pocket	Supplier Product Code:	First Offer - \$250.00	46 / each	\$11,500.00	Y

12668-1023--01-23	Exp. Joint - Horizontal	Supplier Product Code:	First Offer - \$105.3459	318 / linear foot	\$33,499.9962	Y
12668-1023--01-24	Exp. Joint - Vertical	Supplier Product Code:	First Offer - \$170.9402	468 / linear foot	\$80,000.0136	Y
12668-1023--01-25	Cove Sealant	Supplier Product Code:	First Offer - \$5.35	2486 / linear foot	\$13,300.10	Y
12668-1023--01-26	Horizontal Sealant	Supplier Product Code:	First Offer - \$5.9695	2295 / linear foot	\$13,700.0025	Y
12668-1023--01-27	Horizontal Sealant - Planters	Supplier Product Code:	First Offer - \$6.00	1400 / linear foot	\$8,400.00	Y
12668-1023--01-28	Pour Strip/ Cold Joint Sealant	Supplier Product Code:	First Offer - \$5.3312	6959 / linear foot	\$37,099.8208	Y
12668-1023--01-29	Deck Coating	Supplier Product Code:	First Offer - \$10.2671	67887 / square foot	\$697,002.6177	Y
12668-1023--01-30	Drain Grate Replacment	Supplier Product Code:	First Offer - \$181.8182	11 / each	\$2,000.0002	Y
12668-1023--01-31	Guardrail System Anchors	Supplier Product Code:	First Offer - \$105.1282	39 / each	\$4,099.9998	Y
12668-1023--01-32	Steel Railing Anchor	Supplier Product Code:	First Offer - \$100.00	6 / each	\$600.00	Y
12668-1023--01-33	Pipe Guard Connections	Supplier Product Code:	First Offer - \$124.4444	45 / each	\$5,599.998	Y
12668-1023--01-34	Steel Plate Rust	Supplier Product Code:	First Offer - \$105.2083	288 / each	\$30,299.9904	Y
12668-1023--01-35	Steel Beam Rust	Supplier	First Offer - \$61.5385	65 / linear foot	\$4,000.0025	Y

		Product Code:				
12668-1023--01-36	Pipe Support Rust	Supplier Product Code:	First Offer - \$105.7143	7 / each	\$740.0001	Y
12668-1023--01-37	Railing Post Corrosion	Supplier Product Code:	First Offer - \$414.557	158 / each	\$65,500.006	Y
12668-1023--01-38	Railing Upgrades - Stairs	Supplier Product Code:	First Offer - \$53.1884	4140 / linear foot	\$220,199.976	Y
12668-1023--01-39	Railing Upgrades - Elevator Areas	Supplier Product Code:	First Offer - \$53.5714	280 / linear foot	\$14,999.992	Y
12668-1023--01-40	Proposed Floor Drain	Supplier Product Code:	First Offer - \$173.8636	88 / each	\$15,299.9968	Y
12668-1023--01-41	GPR/Core Drill	Supplier Product Code:	First Offer - \$289.1566	166 / each	\$47,999.9956	Y
12668-1023--01-42	4" Drain Pipe	Supplier Product Code:	First Offer - \$86.9697	3300 / linear foot	\$287,000.01	Y
12668-1023--01-43	Hanger/Supports	Supplier Product Code:	First Offer - \$63.5739	582 / each	\$37,000.0098	Y
12668-1023--01-44	Pipe Fittings	Supplier Product Code:	First Offer - \$43,200.00	1 / lump sum	\$43,200.00	Y
12668-1023--01-45	General Conditions	Supplier Product Code:	First Offer - \$235,900.00	1 / lump sum	\$235,900.00	Y Y
Bid Allowance			\$465,000.00			
					Supplier Total	\$2,443,024.707

Alen Construction Group, Inc.

Item: **General Conditions**

Attachments

ACG General Contractor License - Expiration 08-31-2022.pdf

Bid Bond - Executed.pdf



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



ALEN, RUBEN

ALEN CONSTRUCTION GROUP, INC.
5337 ORANGE DR
DAVIE FL 33314

LICENSE NUMBER: CGC1520506

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Alen Construction Group, Inc., 5337 Orange Drive, Davie, FL 33314

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Fort Lauderdale, 150 SE 2nd St, Fort Lauderdale, FL 33301

(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of
Ten Percent of Amount Bid

Dollars (\$ ***10%***),

for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Riverwalk Parking Garage Repairs (Bid No. 12668-1023)

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 4th day of May, 2022

EMD
(Witness)

Alen Construction Group, Inc.
(Principal) (Seal)

Ruben M. President
(Title)

Genesis Florian
(Witness) Genesis Florian

FCCI Insurance Company
(Surety) (Seal)

Michael A. Bonet
Michael A. Bonet Attorney-In-Fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Roy V. Fabry; Michael A. Bonet

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this 4th day of May, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: **Alen Construction Group, Inc.**President **Ruben Alen**Business Address: **5337 Orange Drive**Telephone: **9542521372**Fax: **954-252-1372**

E-Mail Address:

ruben@alenconstructiongroup.com

What was the last project of this nature which you completed? Include the year, description, and contract value.

DMS South Parking Garage - 2020 - Parking Garage Repairs & Restoration - \$928,000

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

**Stephen Sines, 1662 N US Hwy # 01,
Suite C, Jupiter, FL 33469 - 561-689-
0200 - ssines@morganti.com****Roger Foo, 7325 Corporate Center
Drive, Suite G, Miami, FL 33126 - 786-
621-9045 - rfoo@tcco.com****Michael Gulbrandsen, 7235 Corporate
Center Drive, Suite G, Miami, FL 33126 -
786-621-9000 -
mgulbrandsen@tcco.com**How many years has your organization been in business? **10 yrs**

Have you ever failed to complete work awarded to you; if so, where and why?

NoThe name of the qualifying agent for the firm and his position is: **Ruben Alen**Certificate of Competency Number of Qualifying Agent: **CGC 1520506**Effective Date: **August 31th, 2020** Expiration Date: **August 31th, 2022**Licensed in: **Florida** Engineering Contractor's License # **CGC 1520506**
(County/State)Expiration Date: **August 31th,
2022**

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?
Yes
2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.
 - a) **Plumbing Scope of Work**
 - b)
 - c)
 - d)
 - e)
 - f)
 - g)
3. What equipment do you own that is available for the work?
Grinders, scissor lifts, scrappers, shot blasting machine, core drills, etc
4. What equipment will you purchase for the proposed work?
Small tools
5. What equipment will you rent for the proposed work?
Articulated boom lift

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name: The Morganti Group, Inc.

Address: **1662 N US Hwy # 01, Suite C
Jupiter, FL 33469**

Contact: **Stephen Sines**

Phone #: **561-689-0200** Email: **ssines@morganti.com**

Contract Value: **\$ 414,000** Year: **2014**

Description: **Traffic coating application of 70,000 sqft. - joint sealant application and concrete repairs**

2. Company Name: Turner Construction, Inc.

Address: **7235 Corporate Center Drive, Suite G
Miami, FL 33126**

Contact: **Roger Foo**

Phone #: **786-621-9045** Email: **rfoo@tcco.com**

Contract Value: **\$ 453,000** Year: **2015**

Description: **Traffic coating application, joint sealant application and concrete repairs**

3. Company Name: Turner Construction, Inc.

Address: **7235 Corporate Center Drive, Suite G
Miami, FL 33126**

Contact: **Michael Gulbrandsen**

Phone #: **786-621-9054** Email: **mgulbrandsen@tcco.com**

Contract Value: **\$928,000** Year: **2020**

Description: **Traffic coating application, joint sealant application and concrete repairs**

4. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

5. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year: **ruben@alenconstructiongroup.com**

Description:

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	N/A

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.

<p>Ruben Alen Authorized Signature</p>	<p>President Title</p>
<p>Ruben Alen Name (Printed)</p>	<p>05/19/2022 Date</p>

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Ruben Alen
Authorized Signature

Ruben Alen, President
Print Name and Title

05/19/2022
Date

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 has transitioned 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 payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). 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.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Alen Construction Group, Inc.

Company Name

Ruben Alen
Name (Printed)

05/19/2022
Date

Ruben Alen
Signature

President
Title

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Alen Construction Group, Inc.**

Address: **5337 Orange Drive**

City: **Davie** State: **Florida** Zip: **33314**

Telephone No.: **9542521372** FAX No.: **954-252-1372** Email: **ruben@alenconstructiongroup.com**

Check box if your firm qualifies for MBE / SBE / 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.

Ruben Alen	President	Katia Beltran	Secretary
Name	Title	Name	Title
Ruben Alen	Registered Agent		
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
01	April 29th, 2022				
02	May 17th, 2022				

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. **You must also click the "Take Exception" button.**

N/A

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's protest ordinance contained in this competitive solicitation.

Submitted by:

Ruben Alen
Name (printed)

Ruben Alen
Signature

05/19/2022
Date

President
Title

Revised 4/28/2020

Solicitation 12668-1023

Riverwalk Parking Garage Repairs

Bid Designation: Public



City of Fort Lauderdale

Bid 12668-1023 Riverwalk Parking Garage Repairs

Bid Number **12668-1023**
 Bid Title **Riverwalk Parking Garage Repairs**

Bid Start Date **Apr 11, 2022 3:42:50 PM EDT**
 Bid End Date **May 12, 2022 2:00:00 PM EDT**
 Question & Answer End Date **Apr 28, 2022 5:00:00 PM EDT**

Bid Contact **Erick Martinez**
Senior Procurement Specialist
Finance
954-828-4019
emartinez@fortlauderdale.gov

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**

Pre-Bid Conference **Apr 25, 2022 10:00:00 AM EDT**
Attendance is mandatory
Location: Riverwalk Parking Garage - 150 SE 2nd St, Fort Lauderdale, FL 33301 (in front of north elevators, ground floor).

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

This restoration project is located at 150 Southeast 2nd Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, concrete repairs, waterproofing repairs, drainage repairs, and limited railing upgrades for safety purposes.

Item Response Form

Item **12668-1023--01-01 - Repair Services**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
No Location Specified
Qty 1

Description
 Repair Services

Item **12668-1023--01-02 - Floor Crack**

Quantity **11180 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 11180

Description

Measurement for payment to repair floor cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-03 - Overhead Floor Crack**

Quantity **140 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 140

Description

Measurement for payment to repair overhead floor cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-04 - Floor Spall**

Quantity **487 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 487

Description

Measurement for payment to repair floor spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-05 - Overhead Floor Spall**

Quantity **186 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 186

Description

Measurement for payment to repair overhead floor spalls will be based upon the actual number of square feet, all in accordance with the

Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-06 - Column Crack**

Quantity **4 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 4

Description

Measurement for payment to repair column cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-07 - Column Cracks (Waterproof Paint)**

Quantity **400 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 400

Description

Measurement for payment to repair column cracks will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-08 - Column Spall**

Quantity **495 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 495

Description

Measurement for payment to repair column spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-09 - Wall Crack**

Quantity **817 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 817

Description

Measurement for payment to repair wall cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-10 - Wall Spalls**
 Quantity **77 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 77

Description
 Measurement for payment to repair wall spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-11 - Wall Spall (CMU)**
 Quantity **451 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 451

Description
 Measurement for payment to repair CMU wall spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-12 - Overhead Beam Spall**
 Quantity **124 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 124

Description
 Measurement for payment to repair overhead beam spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-13 - Overhead Beam Cracks**
 Quantity **5 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 5

Description

Measurement for payment to repair overhead beam cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-14 - Exposed Rebar**

Quantity **795 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 795

Description

Measurement for payment to repair exposed rebar will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-15 - Overhead Exposed Rebar**

Quantity **269 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 269

Description

Measurement for payment to repair overhead exposed rebar will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-16 - Waterponding**

Quantity **2160 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2160

Description

Water ponding shall be mitigated by adding floor drains and building up floor where necessary and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-17 - CMU Wall Replacement**

Quantity **92 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 92

Description

Measurement for payment to replace CMU wall will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-18 - Damaged Curb Spall**

Quantity **32 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 32

Description

Measurement for payment to repair damaged curb spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-19 - Exposed Tendon**

Quantity **2 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2

Description

Measurement for payment to repair exposed tendon will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-20 - Damaged Tendon**

Quantity **3 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 3

Description

Measurement for payment to repair damaged tendon will be per unit, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-21 - Overhead Damaged Tendon**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications
Fort Lauderdale FL 33301

Qty 2

Description

Measurement for payment to repair overhead damaged tendon will be per unit, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-22 - Post Tension Pocket**

Quantity **46 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 46

Description

Measurement for payment to repair post tension pockets will be per unit, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-23 - Exp. Joint - Horizontal**

Quantity **318 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 318

Description

Measurement for payment to repair horizontal expansion joint will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-24 - Exp. Joint - Vertical**

Quantity **468 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 468

Description

Measurement for payment to repair vertical expansion joint will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-25 - Cove Sealant**

Quantity **2486 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2486

Description

Measurement for payment to repair cove sealant will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-26 - Horizontal Sealant**
 Quantity **2295 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2295

Description

Measurement for payment to repair horizontal sealant will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-27 - Horizontal Sealant - Planters**
 Quantity **1400 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1400

Description

Measurement for payment to repair horizontal sealant at planters will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-28 - Pour Strip/ Cold Joint Sealant**
 Quantity **6959 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 6959

Description

Measurement for payment to repair poor strip/cold joint sealant will be based upon the actual number of linear feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-29 - Deck Coating**
 Quantity **67887 square foot**
 Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 67887

Description

Measurement for payment to install deck coating will be based upon the actual number of square feet, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-30 - Drain Grate Replacment**
 Quantity **11 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 11

Description

Measurement for payment to replace drain grates will be based upon the actual quantity, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-31 - Guardrail System Anchors**
 Quantity **39 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 39

Description

Measurement for payment to replace guardrail system anchors will be based upon the actual quantity, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-32 - Steel Railing Anchor**
 Quantity **6 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 6

Description

Measurement for payment to repair steel railing anchors will be based upon the actual quantity, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-33 - Pipe Guard Connections**
 Quantity **45 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 45

Description

Measurement for payment to repair pipe guard connections will be based upon the actual quantity, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-34 - Steel Plate Rust**

Quantity **288 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 288

Description

Measurement for payment to repair steel plate rust will be based upon the actual quantity, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-35 - Steel Beam Rust**

Quantity **65 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 65

Description

Measurement for payment to repair steel beam rust will be based upon the linear foot, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-36 - Pipe Support Rust**

Quantity **7 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 7

Description

Measurement for payment to repair pipe support rust will be based upon the actual quantity, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-37 - Railing Post Corrosion**

Quantity **158 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 158

Description

Measurement for payment to repair railing post corrosion will be based upon the actual quantity, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-38 - Railing Upgrades - Stairs**
 Quantity **4140 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 4140

Description

Measurement for payment to upgrade the existing railing system on the stairs will be based upon the actual number of linear feet of additional pipes, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-39 - Railing Upgrades - Elevator Areas**
 Quantity **280 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 280

Description

Measurement for payment to upgrade the existing railing system on the elevator areas will be based upon the actual number of linear feet of additional pipes, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-40 - Proposed Floor Drain**
 Quantity **88 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 88

Description

Measurement for payment for floor drain installation will be based upon the quantity of required floor drains, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-41 - GPR/Core Drill**
 Quantity **166 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 166

Description

Measurement for payment for GPR/Core Drill will be based on quantity of required core drills, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-42 - 4" Drain Pipe**
 Quantity **3300 linear foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 3300

Description

Measurement for payment for 4" Drain Pipe installation will be based upon the required linear feet of new cast iron pipe, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-43 - Hanger/Supports**
 Quantity **582 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 582

Description

Measurement for payment for pipe hangers will be based upon the quantity of pipe hanger/supports, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item **12668-1023--01-44 - Pipe Fittings**
 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

Measurement for payment for pipe fittings will be based upon the amount of required pipe fittings, all in accordance with the Contract Documents and as specified in ANNEX 1 - BID ITEMS FULL DESCRIPTION.

Item	12668-1023--01-45 - General Conditions
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

Measurement for payment for general conditions will be based upon the following: project management, 100% onsite supervision, construction sequence coordination, hauling of debris, site safety including temporary protection and safety signs, MOT, one mobilization, and one demobilization.

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

BID NO. 12668-1023

PROJECT NO. 12183

**Riverwalk Parking Garage
Repairs**



**Diana Carillo
Senior Project Manager**

**Erick Martinez
Senior Procurement Specialist
Telephone: (954) 828-4019 E-mail: emartinez@fortlauderdale.gov**

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **May 12, 2022**, and opened online immediately thereafter electronically for **BID NO., 12668-1023, PROJECT NO., 12183, Riverwalk Parking Garage Repairs.**

All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "Microsoft Teams meeting" or similar type platform by using the following information:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 954-686-7296](tel:+19546867296), [5501487677#](tel:+15501487677) United States, Fort Lauderdale
Phone Conference ID: 550 148 767#

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

This restoration project is located at 150 Southeast 2nd Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, concrete repairs, waterproofing repairs, drainage repairs, and limited railing upgrades for safety purposes.

Drawing Plans: This Project consists of Drawing File No., N/A, 37 sheets. Drawing plans may be obtained **free of charge** at BIDSYNC.COM.

Mandatory Pre-Bid Meeting/Site visit: A mandatory pre-bid meeting and site visit will be held on April 25, 2022 at 10:00am, local time, at the Riverwalk Parking Garage - 150 SE 2nd St, Fort Lauderdale, FL 33301 (in front of north elevators, ground floor).

There will be a MANDATORY pre-bid conference and site visit scheduled for this ITB.

It will be the sole responsibility of the Bidder to attend the pre-bid/site visit to inspect the City's location(s) facilities systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **TEN** percent **(10%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Bid Bonds:

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

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their electronic bids and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated.
- 3) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope. **NOTE: Bond must be received in Procurement and time stamped before bid opening.** It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

Certified Checks, Cashier's Checks and Bank Drafts:

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

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.

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

PERSONAL INVESTIGATION - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, 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 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 addenda have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under 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.

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

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

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

FILLING IN BIDS - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the 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 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.

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

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

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

WITHDRAWALS - Any bidder may, without prejudice to himself, withdraw 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 good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

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

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

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

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2021), 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 (2021), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

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

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

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

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

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

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

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

LOCAL BUSINESS PREFERENCE – Not applicable.

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE – Not applicable.

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

LOBBYING ACTIVITIES - **ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-

11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

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GENERAL CONDITIONS

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

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

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

"Bid" – shall mean the offer or 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.

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

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

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

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

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

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

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

GENERAL CONDITIONS (continued)

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS (continued)

- reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
 3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
 4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

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

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

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

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

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

GENERAL CONDITIONS (continued)

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

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

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

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

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

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

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

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

GENERAL CONDITIONS (continued)

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS (continued)

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

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

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

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

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

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

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

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

GC - 23 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

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

GC - 24 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

GENERAL CONDITIONS (continued)

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

GC - 25 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in the cost of other parts of the Work.

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

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

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

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

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

GC - 28 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights

GENERAL CONDITIONS (continued)

placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 29 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road

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

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

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

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

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

GC - 32 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

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GENERAL CONDITIONS (continued)

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

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

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

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

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

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

GENERAL CONDITIONS (continued)

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**Telephone Number:** (954) 828-5002**Mailing Address:** City Clerk's Office
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301-1016**E-mail:** prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SPECIAL CONDITIONS

01. PURPOSE

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

This restoration project is located at 150 Southeast 2nd Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, concrete repairs, waterproofing repairs, drainage repairs, and limited railing upgrades for safety purposes.

02. TRANSACTION FEES

The City 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 its 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, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Erick Martinez, Senior Procurement Specialist**, at (954) 828-4019 or email at emartinez@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **Fourteen** (14) calendar days of the date of the Notice to Proceed.

- 5.2 The Work shall be Substantially Completed within **Three Hundred Eighty-Eight** (388) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **Four Hundred Forty Eight** (448) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

06. BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for **TEN percent (10%)** of the bid amount, made payable to the City of Fort Lauderdale, shall accompany each offer.

07. REQUIRED LICENSES/CERTIFICATIONS

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

State of Florida and/or Broward County certified General Contractor.

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

08. SPECIFIC EXPERIENCE REQUIRED

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

The contractor shall have at least Ten (10) years' experience in restoration projects and repairing post-tensioned reinforced structures in the State of Florida. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

Additionally:

- Contractor to be a member of the International Concrete Restoration Institute (ICRI) and have Concrete Surface Repair Technical grade 1 certification.
- Contractor to submit a detailed schedule and a detailed phasing plan with bid.
- Contractor to submit detailed quality assurance program with bid for each work item.

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

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

09. BID ALLOWANCE

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

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

Allowance Description	Allowance Amount
Permit fees and testing allowance	\$65,000.00
Contingency Allowance	\$400,000.00
TOTAL:	\$465,000.00

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

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

INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with

respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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

A Sample Insurance Certificate shall be included with the 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.

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

12. **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as Diana Carrillo, whose address is 100 North Andrews, 4th/5th Floor, Fort Lauderdale, Florida 33301-1016, telephone number: (954) 828-3760, and e-mail address is dcarrillo@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the

Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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

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

Payment Card Industry (PCI) Compliance

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

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

15. WORK SCHEDULE (including overtime hours):

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**
City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

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

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

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

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

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 12668-1023, Project Number, 12183, which was opened on _____; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

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

ARTICLE 2 – SCOPE OF WORK

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

Riverwalk Parking Garage Repairs
ITB #12668-1023 PROJECT #12183

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

PROJECT DESCRIPTION

The City of Fort Lauderdale, Florida (City) requires construction services for the restoration of its Riverwalk Center Parking Garage. This restoration project is located at 150 Southeast 2nd Street, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, concrete repairs, waterproofing repairs, drainage repairs, and limited railing upgrades for safety purposes.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Diana Carrillo, whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-3760, and email address is dcarrillo@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

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

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

- 4.11 Invitation to Bid No., 12668-1023, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 12668-1023, dated _____.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive Changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated _____, and any attachments.
- f. Invitation to Bid No., 12668-1023, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No., 12668-1023, dated _____.
- h. Schedule of Values.
- i. Schedule of Completion.

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

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be

specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within Fourteen (14) calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within Three Hundred Eighty-Eight (388) calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within Four Hundred Forty Eight (448) 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 items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be

submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

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

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2021), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.8 Payment Card Industry (PCI) Compliance

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

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the 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 it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the 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 it deems necessary for the performance of the Work at the

Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

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

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

8.8 Labor

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

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

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

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

8.9 Materials:

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

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

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

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

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

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

The Contractor shall pay all government charges which are applicable at the time of opening of 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 in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances,

rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

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

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

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

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
- 8.16.1 Flow of material and equipment from suppliers.
 - 8.16.2 The interrelated work with affected utility companies.
 - 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.

- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

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

8.18 Safety and Protection:

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

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

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

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

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

undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

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

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.
- 8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have

the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

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

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

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

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

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

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

Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will

be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2021), 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

INSURANCE

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

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

maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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

A Sample Insurance Certificate shall be included with the 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.

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

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

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

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

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

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

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

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

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

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

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

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

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

because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

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

is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2021), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

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

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

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

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

14.1.3 Supplemental costs including the following:

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

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

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

14.1.3.4 Royalty payments and fees for permits and licenses.

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

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

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

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

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

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

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

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

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

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

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

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

14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

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

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

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

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$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 therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 5.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the

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

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

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

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

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

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

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

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

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

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

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

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the

event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

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

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address

all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

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

with copy to the:

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City’s liability for any cause of action arising out of this Agreement, so that the City’s liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor’s recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City’s liability as set forth in Section 768.28, Florida Statutes (2021), as may be amended or revised, or to extend the City’s liability beyond the limits established in said Section 768.28, Florida Statutes (2021), as may be amended or

revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or

Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

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

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the

City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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

22.11 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 AGREEMENT, 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 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 (2021), as may be amended or revised, or as otherwise provided by law.

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

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Riverwalk Parking Garage Repairs
(Contractor)
Project #12183

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
CHRISTOPHER J. LAGERBLOOM
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

By: _____

Print Name: _____

Print Name

Title: _____

ATTEST:

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, (NAME OF AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER), for _____ (NAME OF COMPANY), a Florida _____ (TYPE OF COMPANY).

(Signature of Notary Public - State of Florida)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

RIVERWALK
 PARKING GARAGE RESTORATION
 150 SE 2ND STREET
 FORT LAUDERDALE, FL

CITY OF FORT LAUDEDALE PROJECT #: 12183
 PARKING ADMINISTRATION AND
 CITY PARK GARAGE REPAIRS

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RIVERWALK
PARKING GARAGE RESTORATION
150 SE 2ND STREET
FORT LAUDERDALE, FL

CITY OF FORT LAUDEDALE PROJECT #: 12183
PARKING ADMINISTRATION AND
CITY PARK GARAGE REPAIRS

SECTION 01 1000 - SUMMARY

PART 2 - GENERAL

2.1 WORK COVERED BY PROJECT DOCUMENTS

- A. Project Identification: Project consists of renovating an existing parking structure, at Riverwalk Center on 150 Southeast 2nd Street, Fort Lauderdale, FL 33308.
1. Project Location: 150 Southeast 2nd Street, Fort Lauderdale, FL 33308
 2. Owner: City of Fort Lauderdale
 - a. Diana Carrillo, P.E.
Project Manger II
Transportation and Mobility Department
(954) 828-3760
dcarrillo@fortlauderdale.gov
- B. Prime Designer Identification: The Project Documents, dated February 23, 2022 were prepared for City of Fort Lauderdale by Kimley-Horn and Associates, Inc., 355 Alhambra Circle, Suite 1400, Coral Gables, FL 33134.
- C. The Work consists of furnishing all the labor, materials, equipment, and services necessary to complete the restoration of the existing parking garage as identified in the project documents and as summarized herein.
- D. The project will be constructed under a construction manager contract.

2.2 SCOPE OF WORK

- A. The work will include but not limited to concrete repairs, waterproofing repairs, drainage repairs, and limited railing upgrades for safety purposes.
- B. GENERAL
1. Work shall be substantially complete and ready for occupancy within the date set forth by the Owner at the award of the contract.
 2. Contractor shall coordinate construction schedule and permitted working hours with Owner. Contractor shall submit a phasing plan to the Engineer and Owner for approval prior to beginning work.
- C. PRE-CONSTRUCTION CONFERENCE(S)
1. Based on the phasing plan prepared by the contractor, there may be more than one pre-construction conference. The Engineer will conduct the first pre-construction conference which will be held on-site. The Contractor will conduct any additional required pre-construction conferences.

2.3 USE OF PREMISES

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- A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period.
1. Contractor shall coordinate with the Owner the sequence of all work and any specific work restrictions.
 2. Use of Utilities, such as water and power, must be approved by and coordinated with the Owner.

2.4 WORK RESTRICTIONS

- A. On-Site Work Hours: Contractor shall coordinate Work hours with Owner prior to beginning Work.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.

2.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Project Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Project Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2.6 WARRANTY

- A. The Contractor shall act as a single source point of contact for all defects and necessary repairs during the specified warranty periods for all products and associated labor. As such, the Owner will only contact the Contractor in the event of problems associated with repairs made per this manual. It shall be the Contractor's sole responsibility to coordinate with manufacturers as needed and provide labor as required to conduct any warranty repairs.

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PART 3 - PRODUCTS (Not Used)

PART 4 - EXECUTION

END OF SECTION 01 1000

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SECTION 01 2200 - UNIT PRICES

PART 5 - GENERAL

5.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions, Standard General Provisions, and Project Special Provisions, and other Division 1 Specification Sections, apply to this section.

5.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 1 Section "Quality Requirements".
 - 2. Division 3 Section "Concrete Rehabilitation".
 - 3. Division 7 Section "Traffic coatings".
 - 4. Division 7 Section "Expansion Joint Seal System".
 - 5. Division 7 Section "Joint Sealants".
 - 6. Division 9 Section "High Performance Coatings".

5.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Project Documents are increased or decreased.

5.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections. Payment shall be made for repair work fully completed.
- C. Contractor shall prepare a daily construction report which includes a log of repair quantities, both for the current day and all quantities up to the current date. These reports shall be submitted to the Engineer daily.
- D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense.

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- E. List of Unit Prices: General Contractor shall provide a list of unit prices related to the Project. Specification Sections referenced in the schedule contain requirements for materials described under each unit price. Items that are to be paid as a lump sum are not listed, only items with a unit price are listed
- F. Units of measure shown on construction documents shall be as follows, unless specified otherwise. All methods of methods of measurement shall be approved by the construction manager.

<u>Item</u>	<u>Method of Measurement</u>
LF	Linear Foot
SF	Square Foot
LS	Lump Sum (Unit is one, no measurement will be made)
Each	Each – Field Count

PART 6 - PRODUCTS (Not Used)

PART 7 - EXECUTION (Not Used)

END OF SECTION 01 2200

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SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 8 - GENERAL

8.1 RELATED DOCUMENTS

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

8.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

8.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in the Project Manual.

8.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms provided by Owner.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form provided by Owner. Sample copy is included in Project Manual.

8.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on form provided by the Owner.

8.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on form included in Project Manual. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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END OF SECTION 01 2600

SECTION 01 2900 - PAYMENT PROCEDURES

PART 4 - GENERAL

4.1 RELATED DOCUMENTS

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

4.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
1. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

4.3 DEFINITIONS

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

4.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule
1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 2. Submit the schedule of values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.

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Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

4. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
5. Arrange schedule of values consistent with format of AIA Document G703.
6. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
7. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
8. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed. Stored materials shall be documents on the Application for Payment but will not be paid out until repair work is completed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
9. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work, complying with the construction documents and specifications.
10. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
11. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
12. Each item in the schedule of values and Applications for Payment shall be complete per construction documents and specifications. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
13. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

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4.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The period covered by each Application for Payment is one month, ending on the last day of the month.
1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer.
- C. Application for Payment Forms: Use payment application form provided by Owner.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit an electronic copy (signed and notarized) of each Application for Payment to Engineer and Owner. Coordinate with Owner to confirm requirement of hard copies.

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1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Report of preconstruction conference.
 11. Certificates of insurance and insurance policies.
 12. Performance and payment bonds.
 13. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

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3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 5 - PRODUCTS (Not Used)

PART 6 - EXECUTION (Not Used)

END OF SECTION 01 2900

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SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 7 - GENERAL

7.1 RELATED DOCUMENTS

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

7.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General project coordination procedures.
 2. Administrative and supervisory personnel.
 3. Requests for Information (RFIs).
 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

7.3 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or Contractor seeking information from each other during construction.

7.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.

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- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Pre-installation conferences.
 6. Project closeout activities.
 7. Startup and adjustment of systems.
 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

7.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated

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replacement of components during the life of the installation.

- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Engineer will review coordination drawings to confirm that the Work is being

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coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Engineer determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Engineer will so inform the Contractor, who shall make changes as directed and resubmit.

10. Coordination Drawing Prints: Prepare coordination drawing prints in accordance with requirements of Division 01 Section "Submittal Procedures."

7.6 KEY PERSONNEL

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

7.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

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- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly at time of pay application submittal. Software log with not less than the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

7.8 PROJECT MEETINGS

- A. General: Contractor will schedule and conduct meetings and conferences at Project site, unless

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otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting

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minutes.

- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Engineer, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project

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- closeout.
2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Engineer will schedule and conduct progress meetings at weekly intervals or as directed by the Owner, but no less than monthly.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:

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- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at the site as needed for specific coordination items. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:

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- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 8 - PRODUCTS (Not Used)

PART 9 - EXECUTION (Not Used)

END OF SECTION 01 3100

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SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 10 - GENERAL

10.1 RELATED DOCUMENTS

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

10.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Start-up construction schedule.
 2. Contractor's construction schedule.
 3. Daily construction reports.
 4. Material location reports.
 5. Field condition reports.
 6. Special reports.
- B. Related Sections:
1. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

10.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.

10.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in one of the following formats:
1. PDF electronic file.
 2. Three paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period in a legible and easily readable manner.
- C. Daily Construction Reports: Submit at weekly intervals.
- D. Material Location Reports: Submit at monthly intervals.

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- E. Field Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

10.5 QUALITY ASSURANCE

10.6 COORDINATION

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

PART 11 - PRODUCTS

11.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
 - 4. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by

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which recovery will be accomplished.

11.2 REPORTS

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

11.3 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report.

List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

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PART 12 - EXECUTION

12.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 3200

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SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 13 - GENERAL

13.1 RELATED DOCUMENTS

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

13.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment.

13.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

13.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of Revit Model/CAD Drawings of the Contract Drawings can be provided by the Engineer for Contractor's use in preparing submittals upon execution of digital data files agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless

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- partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately **6 by 8 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

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- j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Name of subcontractor.
 - h. Name of supplier.
 - i. Name of manufacturer.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Other necessary identification.
 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by the Engineer.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

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1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
1. Transmittal Form: Use AIA Document G810 or other acceptable format. Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Engineer's action stamp.

PART 14 - PRODUCTS

14.1 SUBMITTAL PROCEDURES

SUBMITTAL PROCEDURES

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- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Action Submittals: Submit four paper copies of each submittal, unless otherwise indicated. Engineer will return two copies.
 2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. Four paper copies of Product Data, unless otherwise indicated. Engineer will return two copies.

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- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** but no larger than **30 by 42 inches**.
 3. Submit Shop Drawings in the following format:
 - a. Four opaque (bond) copies of each submittal. Engineer will return two copies.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will provide written direction with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared

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from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

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

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- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

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- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

14.2 DELEGATED-DESIGN SERVICES

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

PART 15 - EXECUTION

15.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

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15.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 3300

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SECTION 01 4000 - QUALITY REQUIREMENTS

PART 16 - GENERAL

16.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions, Standard General Provisions, and Project Special Provisions, and other Division 1 Specification Sections, apply to this section.

16.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
- C. Related Sections include the following:
 - 1. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 2. Divisions 2 through 33 Sections for specific test and inspection requirements.

16.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

16.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Project Documents, provide products and systems complying with specific performance and design criteria indicated.

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Contractor is responsible for design of barrier cables and guardrails.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

16.5 SUBMITTALS

- A. **Qualification Data:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. **Delegated-Design Submittal:** In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

16.6 QUALITY ASSURANCE

- A. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

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1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Samples: Before installing portions of the Work requiring samples, provide samples for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Provide samples of size indicated or, if not indicated, as directed by Engineer.
 2. Notify Engineer seven days in advance of dates and times when samples will be provided.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Engineer's approval of samples before starting work, fabrication, or construction.
 5. Maintain samples during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Remove samples when directed, unless otherwise indicated.

16.7 QUALITY CONTROL

- A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Project Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Project Documents.

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- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Project Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 17 - PRODUCTS (Not Used)

PART 18 - EXECUTION

18.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

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SECTION 01 4200 - REFERENCES

PART 19 - GENERAL

19.1 RELATED DOCUMENTS

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

19.2 DEFINITIONS

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

19.3 INDUSTRY STANDARDS

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

REFERENCES

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

19.4 ABBREVIATIONS AND ACRONYMS

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

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020

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APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SE I	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000

REFERENCES

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NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800

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

ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

PART 20 - PRODUCTS (Not Used)

PART 21 - EXECUTION (Not Used)

END OF SECTION 01 4200

REFERENCES

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PARKING GARAGE RESTORATION
150 SE 2ND STREET
FORT LAUDERDALE, FL

CITY OF FORT LAUDEDALE PROJECT #: 12183
PARKING ADMINISTRATION AND
CITY PARK GARAGE REPAIRS

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 22 - GENERAL

22.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions, Standard General Provisions, and Project Special Provisions, and other Division 1 Specification Sections, apply to this section.

22.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
1. Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

22.3 DEFINITIONS

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

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- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Project Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

22.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Completed List: Within 7 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 3. Engineer's Action: Engineer will respond in writing to Contractor within 7 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement that products comply with the Project Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Cost information, including a proposal of change, if any, in the Contract Sum.
 - g. Contractor's certification that proposed substitution complies with requirements in the Project Documents and is appropriate for applications indicated.
 - h. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

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2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

22.5 QUALITY ASSURANCE

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

22.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Project Documents and to ensure that products are undamaged and properly protected.
 5. Store products to allow for inspection and measurement of quantity or counting of units.
 6. Store materials in a manner that will not endanger Project structure.
 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 9. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment. Contractor shall coordinate with Parking Operations if parking stalls are needed to be used as storage space.

22.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Project Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Project Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

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2. Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

PART 23 - PRODUCTS

23.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Project Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Project Documents.
- B. Product Selection Procedures: Procedures for product selection include the following:
 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by

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- one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
 8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise noted.
 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Project Documents on "substitutions" for selection of a matching product.
 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

23.2 PRODUCT SUBSTITUTIONS

- A. Timing: Engineer will consider requests for substitution if received within 7 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Engineer.
- B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer

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for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

2. Requested substitution does not require extensive revisions to the Project Documents.
3. Requested substitution is consistent with the Project Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

23.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 1. Evidence that the proposed product does not require extensive revisions to the Project Documents that it is consistent with the Project Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.

PART 24 - EXECUTION (Not Used)

END OF SECTION 01 6000

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SECTION 01 7300 - EXECUTION REQUIREMENTS

PART 25 - GENERAL

25.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions, Standard General Provisions, and Project Special Provisions, and other Division 1 Specification Sections, apply to this section.

25.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. General installation of products.
 2. Progress cleaning.
 3. Final cleaning.
 4. Protection of installed construction.
 5. Correction of the Work.
- B. Related Sections include the following:
1. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.

PART 26 - PRODUCTS (Not Used)

PART 27 - EXECUTION

27.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

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- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

27.2 PREPARATION

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than 2 days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Project Documents and Field Conditions: Immediately on discovery of the need for clarification of the Project Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Project Documents.

27.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.

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- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

27.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

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- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
 - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

27.5 FINAL CLEANING

- A. General: Provide final-cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project Site in areas disturbed by construction activities, including landscape development areas of rubbish, waste material, litter and foreign substances.
 - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 3. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
 - 5. Remove debris and surface dust from the site.
 - 6. Remove labels that are not permanent labels.
 - 7. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already shows evidence of repair or restoration.
 - 8. Leave the Project clean and ready for occupancy.

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- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliance: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
 - 1. Where extra materials of value remain after completion of associated Work, They become the Owner's property. Dispose of these materials as directed by the Owner.

27.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

27.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01 7300

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SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 28 - GENERAL

28.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Project Record Documents.
 3. Operation and maintenance manuals.
 4. Warranties.
 5. Instruction of Owner's personnel.
 6. Final cleaning.
- B. See Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for products of those Sections.

28.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage surveys, and similar final record information.
 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 6. Complete final cleaning requirements, including touchup painting.
 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

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28.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to specified payment procedures.
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

28.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use Standard AIA form.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element.

28.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of black-line white prints of Contract Drawings and Shop Drawings.
1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

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- a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Product Data: Submit one copy of each Product Data submittal.
1. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- D. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders and Record Drawings, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- 28.6 OPERATION AND MAINTENANCE MANUALS
- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

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28.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch** paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 29 - PRODUCTS

29.1 MATERIALS

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

PART 30 - EXECUTION

30.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner, through Engineer, with at least 7 days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.

30.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

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- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Sweep concrete floors broom-clean in unoccupied spaces.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - i. Remove excess paint and mortar droppings, and other foreign substances.
 - j. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 7700

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SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 31 - GENERAL

31.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions, Standard General Provisions, and Project Special Provisions, and other Division 1 Specification Sections, apply to this section.

31.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Project Manual / Specifications / Drawings.
 2. Record As-Built "Mark up" Plans.
 3. Record Product Data / Submittals / Shop Drawings.
 4. Daily Construction Reports
- B. Related Sections include the following:
1. Division 1, Section "Closeout Procedures".
 2. Divisions 2 through 33 Sections for specific requirements for Project Record Documents of products in those Sections.

31.3 SUBMITTALS

- A. Project Manual: Submit one set of marked-up Project Manual Specifications, including addenda and contract modifications.
- B. As-Built "Mark-Up" Plans: Submit a copy of Project's marked-up plans, to the Owner and Engineer, with locations of all repairs noted. These drawings shall be marked in red to show all locations of work initiated by the contractor and coordinated with the Engineer. Contractor shall provide partial as-built reflecting the work done in the period of time being charged.
- C. Record Product Data: Submit one copy of each Product Data / Submittals, including Warranty information.
- D. Daily Construction Reports: Submit a copy to the Engineer of all Daily Construction Reports at daily intervals.

PART 32 - PRODUCTS

32.1 RECORD PROJECT MANUAL / DRAWINGS

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- A. The Contractor shall maintain, at the project site, one complete copy of the Project Manual for his work. The Project Manual shall be maintained in good order and readable condition. The Project Manual shall be marked in red to show changes in the work required by change orders and shall show as-built changes.

32.2 RECORD AS-BUILT "MARK-UP" PLANS

- A. The Contractor shall maintain one full set of current "As-Built" plans for the project. These drawings shall be marked in red to show all locations of work initiated by the Contractor and coordinated with the Engineer.

32.3 RECORD PRODUCT DATA

- A. The Contractor shall maintain, at the project site, one complete copy of all Product Data for all approved products utilized for the Project.
1. Includes manufacturers' warranties.

32.4 DAILY CONSTRUCTION REPORTS:

- A. Prepare a daily construction report recording the following information concerning events at Project site:
1. List of contractors at Project site.
 2. Approximate count of personnel at Project site.
 3. High and low temperatures and general weather conditions.
 4. Meetings and significant decisions occurring that day.
 5. Stoppages, delays, shortages, and losses.
 6. Partial Completions.
 7. Substantial Completions authorized.
 8. Daily log of repair quantities.

32.5 MISCELLANOUES RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Videotape all completed repairs and provide copy of videotape to Owner.

PART 33 - EXECUTION

33.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project

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Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Project Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- C. All of the documents required at the Project site under this article shall be available for use by the Project Engineer or his representative at all times.
- D. Upon completion of this project, the documents required under this article shall be turned over to the Project Engineer in good order.

END OF SECTION 01 7839

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SECTION 03 0130 – CONCRETE REHABILITATION

PART 34 - GENERAL

34.1 RELATED DOCUMENTS

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

34.2 SUMMARY

- A. Section Includes:
1. Removal of deteriorated concrete and subsequent replacement and patching.
 2. Repairs to exposed reinforcing steel.
 3. Rout and seal construction joints where concrete repairs meet existing concrete.
 4. Epoxy crack injection.
- B. Related Sections include the following:
1. Division 01 Section “Unit Prices”
 2. Division 07 Section “Traffic Coatings”
 3. Division 07 Section “Expansion Joint Seal System”
 4. Division 07 Section “Joint Sealants”
 5. Division 09 Section “High Performance Coatings”

34.3 UNIT PRICES

- A. General: Unit prices include the cost of preparing existing construction to receive the work indicated and costs of field quality control required for units of work completed.
- B. Shallow Depth Concrete Removal and Replacement or Patching: Work will be paid for by the square foot computed on the basis of rectangular solid shapes approximating the actual shape of concrete removed and replaced with average widths and lengths, measured to the nearest inch.

Unit price also includes joint sealant around the perimeter of the patch and any paint necessary to match the existing concrete surface. Depth of repair = 1/2” to 2”.

- C. Overhead and Vertical Concrete Removal and Replacement: Work will be paid for by the square foot computed on the basis of rectangular solid shapes approximating the actual shape of concrete removed and replaced with average widths and lengths, measured to the nearest inch. Unit price also includes any paint necessary to match the existing concrete surface. Depth of repair = 1/2” to 4”.
- D. Deep Concrete Removal and Replacement: Work will be paid for by the **cubic foot** computed on the basis of rectangular solid shapes approximating the actual shape of concrete removed and replaced with average depths, widths, and lengths, measured to the nearest inch. Unit price also includes joint sealant around the perimeter of the patch and any paint necessary to match the existing concrete surface. Depth of repair = 2” to 4”.

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1. Reinforcing bar replacement will be included in the unit cost of patching.
 - E. Epoxy Crack Injection: Work will be paid for by the linear foot of crack injected.
- 34.4 PREINSTALLATION MEETINGS
- A. Preinstallation Conference: Conduct conference at Project site.
 1. Prior to Preinstallation Conference: Using removable spray can paint, mark the spall, delamination, and crack locations on the concrete walls and concrete floors proposed to repair. Use orange for locations of materials within the assumed limits specified in the construction documents. Use yellow for locations of materials that would exceed the quantity limits specified in the construction. The intent is to determine if changes to scope will be required. At the end of the Preinstallation Conference, the Engineer will review the marks and determine if more or less locations should be repaired.
 2. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer and Owner of scheduled meeting dates.
 3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 4. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

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5. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
6. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

34.5 SUBMITTALS

- A. Product Data: For each type of product. Include construction details, material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.
- B. Qualification Data: For installers and manufacturers.
- C. Material Certificates: For each type of material supplied for mixing or adding to products at Project site.
- D. Product Test Reports: For each product, for tests performed by manufacturer and witnessed by a qualified testing agency.
- E. Field quality-control reports.
- F. Maintenance Program: Submit before work begins.

34.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall employ factory-trained technical representatives who are available for consultation and Project-site inspection and assistance at no additional cost.
- B. Installer Qualifications: Installer that employs workers trained and approved by manufacturer to apply.
- C. Source Limitations: Obtain concrete patching and rebuilding materials and epoxy crack injection materials, each, through one source from a single manufacturer.

34.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.
- B. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- C. Store cementitious materials off the ground, under cover, and in a dry location.
- D. Store aggregates covered and in a dry location; maintain grading and other required characteristics and prevent contamination.

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34.8 FIELD CONDITIONS

- A. Refer to Manufacturer's recommendations for additional condition limitations and restrictions other than listed below.
- B. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.
 - 1. Use only Class A epoxies when substrate temperatures are below or are expected to go below **40 deg F (5 deg C)** within 8 hours.
 - 2. Use only Class A or B epoxies when substrate temperatures are below or are expected to go below **60 deg F (16 deg C)** within 8 hours.
 - 3. Use only Class C epoxies when substrate temperatures are above and are expected to stay above **60 deg F (16 deg C)** for 8 hours.
- C. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of **90 deg F (32 deg C)** and above.
- D. Mask off adjoining surfaces to prevent damage to any surface outside work area.
- E. Protect repaired surfaces from traffic, damage, and contamination during curing time period.

34.9 ADDITIONAL GUARANTEE

- A. The Contractor shall guarantee all repair work performed under this Contract against defects in workmanship resulting in leakage and/or failure of concrete bond for a period of two (2) years from the date of the Certificate of Substantial Completion.

PART 35 - PRODUCTS

35.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each color, grade, finish, type, and variety of product from single source with resources to provide products of consistent quality in appearance and physical properties.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Water: The water used for mixing concrete repair products shall be clear, potable, and free of deleterious substances.

35.2 BONDING AGENTS

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that

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consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Sika Corporation, Construction Product Division; Armatec 110 EpoCem.
- b. Ardex Engineered Cements, Ardex Bonding & Anti-Corrosion Agent.
- c. Mapei, Planibond 3C.
- d. Any manufacturer approved by the Engineer as a provider of an equal product and equal or better service.

B. Mortar Scrub Coat: Mix consisting of 1 part portland cement complying with ASTM C 150 Type I, II, or III and 1 part fine aggregate complying with ASTM C 144 except 100 percent passing a No. 16 (1.18-mm) sieve.

35.3 PATCHING MORTAR

A. Patching Mortar, General:

1. Only use patching mortars that are recommended by manufacturer for each applicable horizontal, vertical, or overhead use orientation.
2. Color and Aggregate Texture: Provide patching mortar and aggregates of colors and sizes necessary to produce patching mortar that matches existing, adjacent, exposed concrete. Blend several aggregates if necessary to achieve suitable matches.
3. Coarse Aggregate for Patching Mortar: ASTM C 33, washed aggregate, Size No. 8, Class 5S. Add to patching-mortar mix only as permitted by patching-mortar manufacturer.

B. Polymer-Modified, Cementitious Patching Mortar: Packaged, dry mix for repair of concrete and that contains a non-redispersible latex additive as either a dry powder or a separate liquid that is added during mixing. Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Compressive Strength: Not less than 5500 psi at 28 days when tested according to ASTM C 928.
2. Overhead/Vertical Application for repair depths ½ inch to 4 inches:
 - a. Sika Corporation; SikaTop 123 Plus
 - b. Euclid Chemical Company; Euclid Verticoat Supreme
 - c. Ardex Engineered Cements; Ardex B 20 Overhead & Vertical Repair Mortar
 - d. BASF; MasterEmaco S488CI Repair Mortar
 - e. Mapei, Planitop 23
 - f. Any manufacturer approved by the Owner as a provider of an equal product and equal or better service.
3. Horizontal Application for repair depths ½ inch to 2 inches:
 - a. Sika Corporation; SikaTop 122 Plus
 - b. Euclid Chemical Company; Verticoat Supreme, Concrete Top Supreme
 - c. Ardex Engineered Cements; Ardex FDM Full Depth Repair Mortar
 - d. BASF; MasterEmaco T430
 - e. Five Star; Structural Concrete ES

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- f. Mapei, Planitop 25
 - g. Any manufacturer approved by the Owner as a provider of an equal product and equal or better service.
 4. Horizontal application for repair depths 2 inches to 4 inches:
 - a. Sika Corporation; SikaTop 122 Plus
 - b. Euclid Chemical Company; Verticoat Supreme extended with 3/8-inch pea gravel meeting ASTM C 33, Concrete Top Supreme extended with 3/8-inch pea gravel meeting ASTM C 33
 - c. Ardex Engineered Cements; Ardex FDM Full Depth Repair Mortar
 - d. Five Star; Structural Concrete ES extended with 3/8-inch pea gravel meeting ASTM C 33
 - e. BASF; MasterEmaco T430 extended with 3/8-inch pea gravel meeting ASTM C 33
 - f. Mapei, Planitop FD
 - g. Any manufacturer approved by the Owner as a provider of an equal product and equal or better service.
 5. Full Depth application for repair depths 4 inches to 8 inches:
 - a. Formwork and shoring may be required.
 - b. Euclid Chemical Company; Eucocrete Supreme extended with 3/8-inch pea gravel meeting ASTM C 33
 - c. Ardex Engineered Cements; Ardex FDX Full Depth Extended Repair Mortar
 - d. Five Star; Structural Concrete ES extended with 3/8-inch pea gravel meeting ASTM C 33
 - e. BASF; MasterEmaco T430 extended with 3/8-inch pea gravel meeting ASTM C 33
 - f. Mapei, Planitop 15
 - g. Any manufacturer approved by the Owner as a provider of an equal product and equal or better service.
 6. For repair depths greater than 8 inches place concrete mix as approved by the Engineer.
- C. Mortar Scrub Coat: Mix dry ingredients with enough water to provide consistency of thick cream.
- D. Dry-Pack Mortar: Mix patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.
- 35.4 POLYMER-OVERLAY MATERIALS
- A. Polymer Overlay: Epoxy adhesive complying with ASTM C881/C881M, bonding system Type III, with surface-applied aggregate for skid resistance; free of VOCs.
1. Product: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Mapei, Planiseal Traffic Coat, Planiseal Traffic Coat FS
 - b. Dayton Superior, Pro-Proxy Type III DOT
 - c. Euclid Chemical Company, Tammsweld
 - d. Sika Corporation, Sikadur-22 Plus

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- e. Any manufacturer approved by the Engineer as provided of an equal product and equal or better service.
2. Aggregate: ACI 548.8, oven-dried, washed, angular aggregate with a Mohs hardness scale > 6 conforming to aggregate gradation as follows:
 - a. No. 4 Mesh Size: 100 percent passing.
 - b. No. 8 Mesh Size: 30 to 75 percent passing.
 - c. No. 16 Mesh Size: 0 to 5 percent passing.
 - d. No. 30 Mesh Size: 0 to 1 percent passing.

35.5 EPOXY CRACK INJECTION ADHESIVE

- A. Epoxy Crack Injection Adhesive: ASTM C 881/C 881M, Type I or IV, to be selected by Contractor in coordination with other products, and submitted to the Engineer for approval.
 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Euclid Chemical Company (The); Euco #452 Epoxy System, or Euco epoxy Injection Resin.
 - b. Meadows, W. R., Inc.; Sealtight Rezi-Weld LV.
 - c. Sika Corporation; Sikadur 35, Hi-Mod LV; Sikadur 35, Hi-Mod LV LPL; Sikadur 52; or Sikadur Injection Gel.
 - d. Mapei, Epojet, Epojet LV, Planibond AE, Planibond AE Fast.
- B. Capping Adhesive: Product manufactured for use with crack injection adhesive by same manufacturer.

35.6 MIXES

- A. General: Mix products, in clean containers, according to manufacturer's written instructions.
 1. Add clean silica sand and coarse aggregates only as recommended by manufacturer.
 2. Do not add water, thinners, or additives unless recommended by manufacturer.
 3. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
 4. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.

PART 36 - EXECUTION

36.1 EXAMINATION

- A. Standard Specifications and Repair Methods:
 1. ICRI 03731 – Guide for Selecting Application Methods for the Repair of Concrete Surfaces
 2. ACI 503.4 – Standard Specification for Repairing Concrete with Epoxy Mortars
 3. ACI 503R – Use of Epoxy Compounds with Concrete
 4. ACI 546 – Concrete Repair Guide

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- B. Notify Engineer seven days in advance of dates when areas of deteriorated or delaminated concrete and deteriorated reinforcing bars will be located.
- C. Locate areas of deteriorated or delaminated concrete using hammer or chain-drag sounding and mark boundaries. Mark areas for removal by simplifying and squaring off boundaries as directed by Engineer. At columns and walls make boundaries level and plumb unless otherwise indicated.
- D. Pachometer Testing: Locate at least three reinforcing bars using a pachometer, and drill test holes to determine depth of cover. Calibrate pachometer using depth of cover measurements, and verify depth of cover in removal areas using pachometer.

36.2 PREPARATION

- A. Ensure that supervisory personnel are on-site and on duty when concrete maintenance work begins and during its progress.
- B. Preparation for Removal of Deteriorated Concrete: Examine construction to be repaired to determine best methods to safely and effectively perform concrete maintenance work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.
 - 1. Verify that affected utilities have been disconnected and capped.
 - 2. Inventory and record the condition of items to be removed for reinstallation or salvage.
 - 3. Provide and maintain shoring, bracing, and temporary structural supports as required to preserve stability and prevent unexpected or uncontrolled movement, settlement, or collapse of construction being demolished and construction and finishes to remain.
- C. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from concrete maintenance work.
 - 1. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
 - 2. Use only proven protection methods appropriate to each area and surface being protected.
 - 3. Provide barricades, barriers, and temporary directional signage to exclude public from areas where concrete maintenance work is being performed.
 - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of concrete maintenance work.
 - 5. Contain dust and debris generated by concrete maintenance work and prevent it from reaching the public or adjacent surfaces.
- D. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Engineer immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is in working order.
 - 1. Prevent solids such as aggregate or mortar residue from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from concrete maintenance work.

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2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

E. Concrete Removal:

1. Provide shoring, bracing, and supports as necessary. Strengthen or add new supports when required during progress of removal work. Do not overload structural elements with debris.
2. Saw-cut perimeter of areas indicated for removal to a depth of at least **1/2 inch (12.7 mm)**. Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcement. Care shall be taken not to damage existing reinforcing steel or sheathing.
3. Remove deteriorated and delaminated concrete by breaking up and dislodging from reinforcement.
4. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar and to provide at least a **3/4-inch** clearance around bar.
5. Test areas where concrete has been removed by tapping with hammer, and remove additional concrete until unsound and unbonded concrete is completely removed.
6. Provide surfaces with a fractured profile of at least **1/8 inch** that are approximately perpendicular or parallel to original concrete surfaces. At columns and walls, make top and bottom surfaces level unless otherwise directed.
7. Detail the edge of the patch to a 90 degree angle to eliminate feather edging.
8. Thoroughly clean removal areas of loose concrete, dust, and debris.

F. Reinforcing-Bar Preparation: Remove loose and flaking rust from reinforcing bars by high-pressure, water cleaning, abrasive blast cleaning, needle scaling, or wire brushing until only tightly adhered light rust remains. All exposed surfaces of reinforcing steel shall be coated within 30 minutes after cleaning. An epoxy-based and anti-corrosion agent shall be used in accordance with the manufacturer recommendations.

1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by Engineer. Remove additional concrete as necessary to provide at least **3/4-inch** clearance at existing and replacement bars. Splice replacement bars to existing bars according to **ACI 318** by lapping, welding, or using mechanical couplings.

G. Preparation of Floor Joints for Repair: Saw-cut joints full width to edges and depth of spalls, but not less than **5/16 inch** deep. Clean out debris and loose concrete; vacuum or blow clear with compressed air.

36.3 APPLICATION

- A. General: Comply with manufacturer's written instructions and recommendations for application of products, including surface preparation.
- B. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Apply to reinforcing bars and concrete by stiff brush or hopper spray according to manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.

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- C. Mortar Scrub Coat for Job-Mixed Patching Mortar and Concrete: Dampen repair area and surrounding concrete **6 inches (150 mm)** beyond repair area. Remove standing water and apply scrub coat with a brush, scrubbing it into surface and thoroughly coating repair area. If scrub coat dries, recoat before placing patching mortar or concrete.
- D. Placing Patching Mortar: Place as follows unless otherwise recommended in writing by manufacturer: Mortar shall be applied 24 hours after applying the epoxy bonding/corrosion inhibiting agent.
1. Provide forms where necessary to confine patch to required shape.
 2. Wet substrate and forms thoroughly and then remove standing water.
 3. Pretreatment: Apply specified bonding agent.
 4. General Placement: Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
 5. Vertical Patching: Place material in lifts of not more than **1-1/2 inches (38 mm)** nor less than **1/4 inch (6 mm)**. Do not feather edge.
 6. Overhead Patching: Place material in lifts of not more than **1-1/2 inches (38 mm)** nor less than **1/4 inch (6 mm)**. Do not feather edge.
 7. Consolidation: After each lift is placed, consolidate material and screed surface.
 8. Multiple Lifts: Where multiple lifts are used, score surface of lifts to provide a rough surface for placing subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.
 9. Finishing: Allow surfaces of lifts that are to remain exposed to become firm and then finish to a smooth surface matching adjacent concrete.
 10. Curing: Wet-cure cementitious patching materials, including polymer-modified cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.
- E. Dry-Pack Mortar: Use for deep cavities. Place as follows unless otherwise recommended in writing by manufacturer:
1. Provide forms where necessary to confine patch to required shape.
 2. Wet substrate and forms thoroughly and then remove standing water.
 3. Pretreatment: Apply specified bonding agent.
 4. Place dry-pack mortar into cavity by hand, and compact tightly into place. Do not place more material at a time than can be properly compacted. Continue placing and compacting until patch is approximately level with surrounding surface.
 5. After cavity is filled and patch is compacted, trowel surface to match profile and finish of surrounding concrete. A thin coat of patching mortar may be troweled into the surface of patch to help obtain required finish.
 6. Wet-cure patch for not less than seven days by water-fog spray or water-saturated absorptive cover.
- F. Epoxy Crack Injection: Comply with manufacturer's written instructions and the following:
1. Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond, and clean cracks with oil-free compressed air or low-pressure water to remove loose particles.

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2. Place injection ports as recommended by epoxy manufacturer, spacing no farther apart than thickness of member being injected. Seal injection ports in place with capping adhesive.
3. Seal cracks at exposed surfaces with a ribbon of capping adhesive at least 1/4 inch thick by 1 inch wider than crack.
4. Inject cracks wider than 0.003 inch to a depth of 8 inches or to a width of less than 0.003 inch, whichever is less.
5. Inject epoxy adhesive, beginning at widest part of crack and working toward narrower parts. Inject adhesive into ports to refusal, capping adjacent ports when they extrude epoxy. Cap injected ports and inject through adjacent ports until crack is filled.
6. After epoxy adhesive has set, remove injection ports and grind surfaces smooth.

36.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
 1. Packaged, Cementitious Patching Mortar: 5 randomly selected sets of samples for each type of mortar required, tested according to ASTM C 928.
 2. Epoxy Crack Injection: Core drilled samples to verify proper installation.
 - a. Testing Frequency: 1 sample for each 100 feet of crack injected.
 - b. Where samples are taken, fill holes with epoxy mortar.
- C. Product will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

36.5 WORK IN CONFINED SPACES

- A. The Contractor shall provide and maintain safe working conditions for all employees and subcontractors. Fresh air shall be supplied continuously to confined spaces through the combined use of existing openings, forced-draft fans and temporary ducts to the outside, or by direct air supply to individual workers. Fumes shall be exhausted to the outside from the lowest level of the confined space. Electrical fan motors shall be explosion-proof if in contact with explosive/volatile fumes. No smoking or open fires shall be permitted in or near areas where explosive/volatile fumes may accumulate.

END OF SECTION 03 0130

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SECTION 07 1800 - TRAFFIC COATINGS

PART 37 - GENERAL

37.1 RELATED DOCUMENTS

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

37.2 SUMMARY

- A. This Section includes traffic coatings for the following applications:
 1. Floor slabs as indicated on the plans.
- B. Related Sections include the following:
 1. Division 03 Section "Concrete Rehabilitation"
 2. Division 07 Section "Expansion Joint Seal System".
 3. Division 07 Section "Joint Sealants".
 4. Division 09 Section "High Performance Coatings".

37.3 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Show extent of each traffic coating. Include details for treating substrate joints and cracks, flashings, deck penetrations, and other termination conditions.
- C. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors, textures, and patterns available for each type of product indicated.
- D. Samples for Verification: For each type of traffic coating required, prepared on rigid backing and of same thickness and material indicated for the Work.
 1. Provide stepped Samples on backing large enough to illustrate buildup of traffic coatings.
- E. Material Test Reports: From a qualified independent testing agency indicating and interpreting test results for compliance of traffic coatings with requirements, based on comprehensive testing of current product formulations within the last three years.
- F. Material Certificates: Signed by manufacturer certifying that traffic coatings comply with requirements, based on comprehensive testing of current product formulations within the last three years.
- G. Maintenance Data: Identify substrates and types of traffic coatings applied. Include recommendations for periodic inspections, cleaning, care, maintenance, and repair of traffic coatings.
- H. Warranty: Include sample warranty.

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37.4 QUALITY ASSURANCE

- A. Contractor's Quality Control Responsibilities: Contractor is solely responsible for quality control of the Work.
- B. Manufacturer's Qualifications: In addition to other requirements in Division 01 Section "Quality Control Procedures," Manufacturers shall have factory-trained representatives who are available for consultation and Project site inspection at no additional cost.
- C. Installer (Applicator) Qualifications: An experienced applicator, approved by the coating manufacturer, who is specialized in installing work similar in material, design, and extent to that indicated for this Project.
- D. Source Limitations:
 - 1. Obtain traffic coatings from a single manufacturer.
 - 2. Obtain primary traffic coating materials, including primers, from traffic coating manufacturer. Obtain secondary materials including aggregates, sheet flashings, joint sealants, and substrate repair materials of type and from source recommended in writing by primary material manufacturer.
- E. Preinstallation Conference: Conduct conference at Project site.
 - 1. Before installing traffic coatings, meet with representatives of authorities having jurisdiction, manufacturer's technical representative, Owner, Architect, consultants, independent testing agency, and other concerned entities. Review requirements for traffic coatings. Notify participants at least seven days before conference.
- F. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary approvals from all such authorities.

37.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers with seals unbroken and bearing manufacturer's labels showing the following information:
 - 1. Manufacturer's brand name.
 - 2. Type of material.
 - 3. Directions for storage.
 - 4. Date of manufacture and shelf life.
 - 5. Lot or batch number.
 - 6. Mixing and application instructions.
 - 7. Color.
- B. Store materials in a clean, dry location protected from exposure to direct sunlight. In storage areas, maintain environmental conditions within range recommended in writing by manufacturer.

37.6 PROJECT CONDITIONS

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- A. Environmental Limitations: Apply traffic coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic coatings to damp or wet substrates, when temperatures are below 40 deg F, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
 1. Do not apply traffic coatings in rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of substrate.
- B. Do not install traffic coating until items that will penetrate membrane have been installed.
- C. Concrete surfaces are to be broomed clean, dry, sound, and free of voids, bugholes, rockpockets, excessive roughness and foreign matter; and shall be smooth with finish equal to one that is light steel troweled followed by a broom finish.
- D. All surfaces of any existing coating to be repaired shall be power washed, or shot blasted, to remove loose material and to provide a clean and profiled surface.
- E. The Manufacturer and Engineer shall jointly determine the specific extent of all deck coating repairs. These areas shall be marked off in a cooperative effort with the Contractor.

37.7 WARRANTY

- A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Manufacturer's standard form in which traffic coating manufacturer agrees to repair or replace traffic coatings that deteriorate during the specified warranty period. Warranty does not include deterioration or failure of traffic coating due to unusual weather phenomena, failure of prepared and treated substrate, formation of new substrate cracks exceeding 1/16 inch in width, fire, vandalism, maintenance equipment, and truck traffic.
 1. Deterioration of traffic coatings includes the following:
 - a. Adhesive or cohesive failures.
 - b. Abrasion or tearing failures.
 - c. Surface crazing or spalling.
 - d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
 2. Warranty Period: Five years from date of Substantial Completion.

PART 38 - PRODUCTS

38.1 MATERIALS

- A. Traffic Coatings: Complying with ASTM C 957.

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- B. Material Compatibility: Provide primers; base, intermediate, and topcoats; and miscellaneous materials that are compatible with one another and with substrate under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- C. VOC Content: Provide waterproofing and traffic paint materials that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Opaque waterproofing treatments: 400 g/L.
 - 2. Pavement-Marking Paint: 150 g/L.
 - 3. Zone-Marking Coatings: 450 g/L.

38.2 TRAFFIC COATING

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. LymTal International, Inc.; Iso-Flex 760U-HL Low Odor.
 - 2. Neogard; Auto-Gard – FC.
 - 3. BASF Chemicals; Conipur II.
 - 4. Tremco Incorporated, Sealant/Waterproofing Division; 350NF/346/346.
- B. Primer: Manufacturer's standard factory-formulated primer recommended for substrate and conditions indicated.
- C. Preparatory and Base Coats: Single- or multicomponent, aromatic liquid urethane elastomer.
- D. Intermediate Coat: Single- or multicomponent, aromatic liquid urethane elastomer.
- E. Topcoat: Single- or multicomponent, aliphatic liquid urethane elastomer or Single- or multicomponent, aromatic liquid urethane elastomer with UV inhibitors.
 - 1. Color: As selected by Owner from manufacturer's full range.
- F. Component Coat Thicknesses: As recommended by manufacturer for substrate and service conditions indicated, but not less than the following (measured excluding aggregate):
 - 1. Primer: 5 mils minimum dry film thickness
 - 2. Base Coat: 25 mils minimum dry film thickness.
 - 3. Intermediate Coat: 15 mils minimum dry film thickness.
 - 4. Topcoat: 15 mils minimum dry film thickness.
 - 5. Total system shall be 60 mils minimum dry film thickness.
- G. Aggregate: Uniformly graded, washed silica sand of particle sizes, shape, and minimum hardness recommended in writing by traffic coating manufacturer.
 - 1. Spreading Rate: As recommended by manufacturer for substrate and service conditions indicated, but not less than the following:
 - a. Intermediate Coat: 10 to 20 lb/100 sq. ft.
 - b. Topcoat: As required to achieve slip-resistant finish.

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38.3 MISCELLANEOUS MATERIALS

- A. Joint Sealants: As specified in Division 07 Section "Joint Sealants."

PART 39 - EXECUTION

39.1 EXAMINATION

- A. Verification of Conditions: Examine the areas to receive the Work and the conditions under which the Work would be performed. Remedy conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.
- B. Examine substrates, with Installer present, for compliance with requirements and for other conditions affecting performance of traffic coatings.
1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
 2. Verify compatibility with and suitability of substrates.
 3. Begin coating application only after minimum concrete curing and drying period recommended by traffic coating manufacturer has passed, after unsatisfactory conditions have been corrected, and after surfaces are dry.
 4. Verify that substrates are visibly dry and free of moisture.
 - a. Test for moisture vapor transmission by plastic sheet method according to ASTM D 4263.
 - b. Test for moisture content by method recommended in writing by manufacturer.
 5. Application of coating indicates acceptance of surfaces and conditions.

39.2 PREPARATION

- A. Clean and prepare substrates according to ASTM C 1127 and manufacturer's written recommendations to produce clean, dust-free, dry substrate for traffic coating application.
- B. Mask adjoining surfaces not receiving traffic coatings, deck drains, and other deck substrate penetrations to prevent spillage, leaking, and migration of coatings.
- C. Concrete Substrates: Mechanically abrade concrete surfaces to a uniform profile according to ASTM D 4259. Do not acid etch.
1. Remove grease, oil, paints, and other penetrating contaminants from concrete.
 2. Remove concrete fins, ridges, and other projections.
 3. Remove laitance, glaze, efflorescence, curing compounds, concrete hardeners, form-release agents, and other incompatible materials that might affect coating adhesion.
 4. Remove remaining loose material to provide a sound surface, and clean surfaces according to ASTM D 4258.

39.3 TERMINATIONS AND PENETRATIONS

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- A. Prepare vertical and horizontal surfaces at terminations and penetrations through traffic coatings and at expansion joints, drains, and sleeves according to ASTM C 1127 and manufacturer's written recommendations.
- B. Provide sealant cants at penetrations and at reinforced and non-reinforced, deck-to-wall butt joints.
- C. Terminate edges of deck-to-deck expansion joints with preparatory base-coat strip.
- D. Install sheet flashings at deck-to-wall expansion and dynamic joints, and bond to deck and wall substrates according to manufacturer's written recommendations.

39.4 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrates according to ASTM C 1127 and manufacturer's written recommendations. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D 4258.
 1. Comply with recommendations in ASTM C 1193 for joint-sealant installation.

39.5 TRAFFIC COATING APPLICATION

- A. Apply traffic coating material according to ASTM C 1127 and manufacturer's written recommendations.
 1. Start traffic coating application in presence of manufacturer's technical representative.
 2. Verify that wet film thickness of each component coat complies with requirements every 100 sq. ft.
- B. Apply traffic coatings to prepared wall terminations and vertical surfaces to height indicated (minimum of 6"), and omit aggregate on vertical surfaces.
- C. Cure traffic coatings according to manufacturer's written recommendations. Prevent contamination and damage during application and curing stages.
- D. Do not apply traffic paint for striping and other markings until traffic coating has cured according to manufacturer's written recommendations.

39.6 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified testing agency to perform the following field tests and inspections and prepare test reports:
 1. Samples of material delivered to Project site shall be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency shall perform tests for characteristics specified, using applicable referenced testing procedures.
 3. Testing agency shall verify thickness of coatings during traffic coating application.
 4. If test results show traffic coating materials do not comply with requirements, remove noncomplying materials, prepare surfaces, and reapply traffic coatings.

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- B. Final Traffic Coating Inspection: Arrange for traffic coating manufacturer's technical personnel to inspect membrane installation on completion.
 - 1. Notify Engineer and Owner 48 hours in advance of date and time of inspection.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

39.7 PROTECTING AND CLEANING

- A. Protect traffic coatings from damage and wear during remainder of construction period.
- B. Clean spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

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SECTION 07 9100 – EXPANSION JOINT SEAL SYSTEMS

PART 40 - GENERAL

40.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions, Standard General Provisions, and Project Special Provisions, and other Division 1 Specification Sections, apply to this section.

40.2 SUMMARY

- A. This Section includes all labor, material, equipment, supervision, and incidentals required to install the expansion joint systems as shown and detailed on the drawings (and according to the Manufacturer's recommendations).
- B. Related Sections:
1. Division 01 Section "Unit Prices".
 2. Division 03 Section "Concrete Rehabilitation".
 3. Division 07 Section "Traffic Coatings".
 4. Division 07 Section "Joint Sealants".
 5. Division 09 Section "High Performance Coatings".

40.3 UNIT PRICES

- A. Unit prices include costs of field quality-control testing required by the Work for which the unit price applies
- B. Install new joint seal system includes removal of existing joint system, surface preparation, shop and field splices, joint preparation, repair to adjacent concrete surfaces, repair to adjacent, and installation of new expansion joint seal system.

40.4 PERFORMANCE REQUIREMENTS

- A. Design Consultation: The system Manufacturer shall review and approve all joint layouts, methods of providing joints, concrete finishing and curing methods, and related details prior to construction. A site inspection shall be made by personnel authorized by the system Manufacturer prior to commencing installation of the expansion joint system for purposes of reviewing and approving related conditions affecting performance requirements of this specification. The Manufacturer shall conduct field measurements of the expansion joint openings in order to recommend a product size, accounting for thermal movements. A pre-construction conference shall be held at the site prior to installation of the first joint system.

The purpose of this conference is for the Manufacturer to review the installation process and site conditions with the Contractor, Installer, Owner, and Engineer.

40.5 SUBMITTALS

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- A. A detailed statement describing the expansion joint seal system to be installed shall be submitted for approval prior to installation. Literature, details, samples, shop drawings, warranties, etc., shall be included in the submittal.
1. Include Material Safety Data Sheets.
 2. Include sample warranty.
 3. Include manufacturer specific Pre-Installation Site Inspection Form
- B. Shop Drawings: Provide the following for each joint system specified:
1. Submit shop drawings and product data sheets for the approval of the Engineer, fully detailing each joint condition and the installation of joint materials as specified herein. Include line diagrams showing plans, elevations, sections, details, splices, blockout requirement, entire route of each joint system, and attachments to other work. Where joint systems change planes, provide isometric or clearly detailed drawing depicting how components interconnect.
 2. Expansion Joint Seal System Schedule: Prepared by or under the supervision of the supplier. Include the following information in tabular form:
 - a. Manufacturer and model number for each joint system.
 - b. Joint system location cross-referenced to Drawings.
 - c. Nominal joint width.
 - d. Movement capability.
 - e. Classification as thermal or seismic.
 - f. Materials, colors, and finishes.
 - g. Product options.
 - h. Fire-resistance ratings.
- C. Submit one (1) sample at least 6 inches long, of each profile type, for approval by the Engineer.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for current products.
- E. Installer Qualifications.
- F. Warranty: Include sample warranty.
- G. Manufacturer's maintenance guidelines.
- H. Manufacturer's specific pre-installation site inspection form.

40.6 QUALITY ASSURANCE

- A. Installer Qualifications: In addition to other requirements in Division 1 Section "Quality Requirements", retain an experienced, licensed installer who has specialized in installing expansion joint seal systems similar in material, design, and extent to those indicated for this Project and whose work has resulted in expansion joint installations with a record of successful in-service performance.
- B. Manufacturer Qualifications: In addition to other requirements in Division 1 Section "Quality Requirements," Manufacturers shall have factory-trained representatives who are available for

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consultation and Project site inspection at no additional cost.

- C. Maintenance: The Manufacturer shall provide the Owner a preventative maintenance guideline for parking structure expansion joints.
- D. Preconstruction Conference: Conduct conference at Project site.

40.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating Manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with Manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

40.8 PROJECT CONDITIONS

- A. Coordinate the installation of the joint system with related work. Protect installed units until accepted by Owner.
- B. Ambient temperature shall not be lower than 4°C (40°F) during installation. Note that gap size will change with cold and hot temperature extremes. Gap measurement should optimally be carried out at the mid-point of the average temperature range for the area of installation.
- C. The environment should be free of dust, oil, grease, wax, moisture, and frost. The gap wall surfaces must be thoroughly cleaned.
- D. No installation may be performed in rainy weather, or when rain is expected for one hour before installation. All surfaces must be completely dry prior to applying any adhesive.
- D. Personnel shall read the Material Safety Data Sheet for all components before beginning the installation.
- E. Upon completion of this work, remove trash and debris on the site caused by work under this section.

40.9 WARRANTY

- A. The system Manufacturer and Installer shall jointly furnish a written single-source material and installation warranty that the expansion joint seal system will be free of defects related to workmanship or material deficiency for a five (5) year period from the date of substantial completion. The following problems shall be specifically covered under the warranty.

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1. Cohesive and adhesive failure of the seal.
 2. Weathering deficiencies resulting in failure of the seal.
 3. Leakage of the seal resulting from deficiencies in the workmanship or material of the seal or its installation.
 4. Abrasion or tear failure from normal use and leakage at the joint.
- B. The materials involved in this application shall be produced by the Manufacturer and installed by the Certified Installer. The warranty shall insure the performance of the expansion joint systems when installed in accordance with Manufacturer's directions.
- C. The system Manufacturer shall submit a detailed warranty statement consistent with the terms of this specification prior to construction for approval. The approved warranty shall be made part of the contractual agreement and shall represent the sole warranty statement for the expansion joint seal systems.

PART 41 - PRODUCTS

41.1 MATERIALS

- A. Provide watertight expansion joint sealing system that meets the specified movement requirements and is capable of accommodating vehicular and pedestrian traffic.
- B. Accessories: Manufacturer's standard anchors, clips, fasteners, set screws, spacers, and other accessories compatible with material in contact, as indicated or required for complete installations.
- C. Provide expansion joint seal systems of design, basic profile, materials, and operation indicated. Provide units with capability to accommodate variations in adjacent surfaces.
1. Furnish units in longest practicable lengths to minimize field splicing. Install with hairline mitered corners where joint changes direction or abuts other materials.
 2. Include factory-fabricated closure materials and transition pieces, tee-joints, corners, curbs, cross-connections, and other accessories as required to provide continuous joint systems
- D. Compatibility: Provide joint systems, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant Manufacturer based on testing and field experience.
- E. Elastomeric Concrete: Modified epoxy or polyurethane extended into a prepackaged aggregate blend, specifically designed for bonding to concrete substrates
- F. The expansion joint seal systems shall be a complete system designed by the Manufacturer to withstand structural movement and harsh environmental conditions.
1. The winged expansion joint system consists of a preformed thermoplastic rubber or elastoprene profile with integral flanges, installed using the same dimensions as the joint gap at mid-range temperature (without stress or compression), and flanges locked into place with an elastomeric concrete header.
 2. The epoxy bonded system consists of a preformed neoprene or EPDM rubber profile, installed using the same dimensions as the joint gap at mid-range temperature (without

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- stress or compression), bonded with strong, two-component epoxy adhesive, installed in strict accordance with the manufacturers installation guidelines which may include pressurization or deflation.
3. Three part impregnated compressed foam seal system comprised of:
 - a. Cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone;
 - b. Field-applied epoxy adhesive primer;
 - c. Field-injected sealant bands.
 - d. Impregnation agent to have proven non-migratory characteristics. System must be UV stable. Silicone coating to be highway-grade, low-modulus, jet-fuel resistant silicone applied to the impregnated foam sealant at a width greater than maximum allowable joint extension and which when cured and compressed will form a bellows. Depth of seal as recommended by manufacturer. Foam seal to be installed into manufacturer's standard field-applied epoxy adhesive. The system is to be installed slightly recessed from the surface such that when the field-applied injection band of silicone is installed between the substrates and the foam-and-silicone-bellows, the system will be essentially flush with the substrate surface.
- G. Systems shall be installed by a Manufacturer approved installer. In addition, they shall be designed for applications on the specified type of surface indicated on the project drawings.

41.2 PRODUCTS AND MANUFACTURERS

Bid Form should include a bid for one of the Available Product Series. All expansion joint seal systems must adhere to the warranty requirements of paragraph 1.9 above.

- A. Available Products - Winged Expansion Joint Seal System: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 1. MM Systems; LMS (LokCrete Membrane System)
 2. Watson Bowman Acme; Wabo[®]Crete ME Series Membrane System
 3. LymTal International, Inc.; Iso-Flex "J" Winged Expansion Joint Sealing System
 4. Any Manufacturer approved by the Engineer as a provider of an equal product and equal or better service.
- B. Available Products – Pre-compressed Foam Seal: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 1. MM Systems; SIF (Silicone Impregnated Foam System)
 2. Watson Bowman Acme; Wabo WeatherSeal II
 3. LymTal International; Iso-Flex Precom H-PS
 4. Any Manufacturer approved by the Engineer as a provider of an equal product and equal or better service.

PART 42 - EXECUTION

3.1 INSPECTION

- A. Verify that work done under other sections meets requirements. Notify Engineer in writing of any conditions requiring change order for additional treatment prior to application.

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3.2 PREPARATION

- A. Membrane Seal Mitered Directional Changes – Provide factory pre-fabricated directional changes for 90 degree corners, tees, and crosses. Only straight butt splice connections shall be spliced on the jobsite. Ensure that all internal and external webs of the seal profile are properly bonded at all splice locations. Apply a secondary lap splice strip to the underside of the seal.
- B. All foreign materials must be totally removed from the gap, including the existing expansion joint and form materials. The heads must first be cleaned out by sandblasting and then vacuumed or blown with dry, oil free, compressed air. Adjacent surfaces shall be protected during the sandblasting process.
- C. Rework the interior faces of the expansion joint openings to provide a uniform width as directed by the Engineer.
- D. The Contractor shall provide a block-out per the Manufacturer and project requirements. Blockouts provided shall be flat and uniform in appearance. Any edge or area in need of repair shall utilize applicable repair materials recommended in Division 3 Section “Concrete Rehabilitation.” Damage that occurs to existing concrete during preparation or installation shall be repaired in accordance with the technical specifications and shall be at no cost to the Owner.
- E. The areas adjacent to the joint must be masked with tape to assure neat, clean, joint lines.
- F. Work shall not proceed with the expansion joint seal installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer, and as reviewed by the Engineer.
- G. The openings shall be thoroughly cleaned as recommended by the seal Manufacturer prior to installation of the seal system.
- H. Work shall not proceed under adverse weather conditions or when temperatures are below or above Manufacturer's recommended limitations for installation.

3.3 INSTALLATION

- A. The seal system Manufacturer shall assume direct contractual responsibility for installation of the seal system.
- B. Expansion joint system is to be installed in strict accordance with the Manufacturer's instructions by installers certified by the seal system Manufacturer.
- C. Non-durable and unsound concrete at the joint gap edge must be removed and the concrete must be totally repaired. All cracks shall be repaired.
- D. Certain Manufacturers require the use of primers to achieve a secure bond to the concrete. Where required by manufacturer, concrete surfaces must be primed immediately prior to installation of elastomeric concrete. If the primer dries prior to placement of the elastomeric concrete, then it shall be sandblasted and re-applied.
- E. The joint shall be unpacked and laid in a relaxed position prior to placement.
- F. Concrete surfaces shall be dry and free from dirt and other bond-inhibiting materials prior to

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installation of the new expansion joint. Clean and abrade sides of profile per the Manufacturer's instruction.

- G. Mix all components according to Manufacturer's directions only after all preparation of gap and profile are complete.
- H. Install expansion joint system after all Manufacturer recommendations have been met.
- I. Expansion joint shall extend a minimum of 6" up at end terminations.
- J. Install elastomeric concrete header material for winged joint type and tool to a smooth surface after joint has been installed according to Manufacturer recommendations.
- K. Cure and protect in accordance with manufacturer's written instructions.

3.4 CLEAN AND PROTECT

- A. Protect the expansion joint seal systems during construction. No traffic shall be permitted to cross the joint or sections of slab adjacent to the joint until the assembly is fully cured and firmly anchored in place as recommended by the manufacturer. Heavy construction vehicles will not be permitted to cross the joint without specific and written permission by the Engineer. Subsequential damage to the system shall be repaired at the Contractors' expense.

END OF SECTION 07 9100

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SECTION 07 9200 - JOINT SEALANTS

PART 43 - GENERAL

43.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplemental General Conditions, Standard General Provisions, and Project Special Provisions, and other Division 01 Specification Sections, apply to this section.

43.2 SUMMARY

- A. This Section includes joint sealants for the following applications:
 - 1. Joints in horizontal cast-in-place concrete or precast concrete members.
 - 2. Joints in vertical cast-in-place concrete or precast concrete members.
 - 3. Joints in cast-in-place washes and pourstrips.

43.3 UNIT PRICES

- A. Unit prices include costs of field quality-control testing required by the Work for which the unit price applies.
- B. Install new joint sealant includes removal of existing joint sealants, surface preparation, joint preparation, repair to adjacent concrete surfaces, repair to adjacent traffic coatings, and installation of new joint sealants.

43.4 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

43.5 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- D. Qualification Data: For Installer.

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- E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- F. Field Test Report Log: For each elastomeric sealant application.
- G. Warranties: Special warranties specified in this Section.

43.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain joint sealants through one source from a single manufacturer.
- C. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, Manufacturer to field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Engineer.
 - 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
 - 3. Notify Engineer seven days in advance of dates and times when test joints will be erected.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 4. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 - 5. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.
- D. Preinstallation Conference: Conduct conference at Project site.

43.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original, unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing

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time, and mixing instructions for multi-component materials.

- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

43.8 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

43.9 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: 5 years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: 5 years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to the original design or existing construction of the structure.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals (other than contractor employees), tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 44 - PRODUCTS

44.1 MANUFACTURERS

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- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

44.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Owner from manufacturer's full range for this material.
1. Color shall match adjacent surfaces: concrete, painted surfaces, or other adjacent surface.

44.3 ELASTOMERIC JOINT SEALANTS

- A. Multicomponent Nonsag Urethane Sealant:
1. Available Products:
 - a. Pecora Corporation; Dynatrol II.
 - b. Tremco; Dymonic 100.
 - c. Sika Corporation; Sikaflex 2c NS.
 - d. LymTal International; Iso-Flex 881.
 - e. Mapei, Mapeflex P1
 - f. Any manufacturer approved by the Engineer as a provider of an equal product and equal or better service.
 2. Type and Grade: M (multicomponent) and NS (nonsag).
 3. Class: 25.
 4. Use Related to Exposure: NT (nontraffic).
 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Concrete and precast-prestressed concrete, aluminum storefront frames, painted ferrous metals.
 6. Applications:
 - a. Joints between and/or in concrete members.
 - b. Joints around perimeter parapet.
 - c. Joints between steel framing and concrete topping.
 - d. Other exterior non-traffic joints for which no other sealant is indicated.
- B. Multicomponent Pourable Urethane Sealant:
1. Available Products:
 - a. Pecora Corporation; Dynatroll II-SG.
 - b. Tremco; THC-900.
 - c. Sika Corporation, Inc.; Sikaflex – 2c SL
 - d. LymTal International; Iso-Flex 880GB.

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- e. Mapei, Mapeflex P1 SL
 - f. Any manufacturer approved by the Engineer as a provider of an equal product and equal or better service.
2. Type and Grade: M (multicomponent) and P (pourable).
 3. Class: 25.
 4. Use Related to Exposure: T (traffic) and NT (non-traffic).
 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Concrete and precast-prestressed concrete, aluminum storefront frames, painted ferrous metals.
 6. Applications:
 - a. Joints between and/or in concrete members.
 - b. Routed and sealed concrete joints in floors
 - c. Other exterior, traffic joints for which no other sealant is indicated.

44.4 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), O (open-cell material), B (bi-cellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to **minus 26 deg F (minus 32 deg C)**. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

44.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and

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surfaces adjacent to joints.

PART 45 - EXECUTION

45.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

45.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. The final surface shall be clean, dry, and free from oil, dirt, and other contaminants. Porous joint substrates include the following:
 - a. Concrete.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
- B. Joint Repair and Saw-Cutting: Any joint edges that are damaged shall be repaired using an approved rapid strength repair mortar installed in accordance with the manufacturer's instructions. If the sides of the joint are damaged, uneven, or has other irregularities that will adversely affect adhesion of the sealant, new joint edges shall be saw-cut. If the joint is too shallow or 'V' shaped, the existing joint shall be saw-cut to the proper depth and form square cut sides. For rout and seal repairs, joint shall be routed or cut into concrete along the centerline of the crack to the required width and depth.
- C. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces. Primer

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shall not be applied prior to approval of joint cleaning, joint repair, backer rods (as applicable), and bond breaker tape.

- D. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal. Tape that is damaged prior to completion of joint installation shall be repaired.

45.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.

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- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

45.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 5 tests for the first 500 feet joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform 1 test for each 500 feet of joint length thereafter or 1 test per each floor per elevation.
2. Test Method: Test joint sealants according to hand-pull method described below:
 - a. Make knife cuts from one side of the joint to the other, followed by two cuts approximately 2 inches (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1 inch (25 mm) from cross-cut end of 2-inch (50 mm) piece.
 - b. Use fingers to grasp 2-inch (50 mm) piece of sealant between cross-cut end and 1-inch (25 mm) mark; pull firmly at a 90 degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
 - c. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or
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noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

45.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

45.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 9200

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SECTION 09 9600 - HIGH-PERFORMANCE COATINGS

PART 46 - GENERAL

46.1 RELATED DOCUMENTS

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

46.2 SUMMARY

- A. Section includes surface preparation and application of high-performance coating systems on the following substrates:
1. Steel.
 2. Galvanized metal.
- B. Related Requirements:
1. Division 05 Sections for shop priming of metal substrates with primers specified in this Section.
 2. Division 09 painting Sections for special-use coatings and general field painting.

46.3 DEFINITIONS

- A. Refer to ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state and measure in mils (1/1000-inch).

46.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of coating system and in each color and gloss of topcoat indicated.
1. Submit Samples on rigid backing, 8 inches square.
 2. Step coats on Samples to show each coat required for system.
 3. Label each coat of each Sample.
 4. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

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2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
3. VOC content.

46.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Engineer will select one surface to represent surfaces and conditions for application of each coating system specified in Part 3.
 - a. Provide samples of at least 100 sq. ft..
 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Engineer at no added cost to Owner.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- B. Preinstallation Conference: Conduct conference at Project site.
 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer and Owner of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 3. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

46.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F, or as recommended by the Manufacturer.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

46.7 FIELD CONDITIONS

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- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between **50 and 95 deg F, or as required by the Manufacturer.**
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than **5 deg F** above the dew point; or to damp or wet surfaces, **or as required by the Manufacturer.**
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 47 - PRODUCTS

47.1 HIGH-PERFORMANCE COATINGS, GENERAL

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Tnemec. (BASIS OF DESIGN)
 2. Carboline
 3. Ameron
 4. Any manufacturer approved by the Engineer as a provider of an equal product and equal or better service.
- B. Material Compatibility:
 1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
 3. Provide products of same manufacturer for each coat in a coating system.
- C. Colors: As selected by Engineer and Owner from manufacturer's full range.
 1. Include color selection to match existing paint.

47.2 HIGH PERFORMANCE COATING SCHEDULE

- A. Steel – Exterior, UV, and Weather exposed steel:
 1. System Type: Epoxy/urethane.
 2. Surface Preparation: SSPC-SP 6 / NACE 3.
 3. Primer: Series 135 Chembuild. DFT 4.0 to 6.0 mils.
 4. Finish Coat: Series 73 Endura-Shield. DFT 2.0 to 3.0 mils.
 5. Total DFT: 6.0 to 9.0 mils.

47.3 SOURCE QUALITY CONTROL

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:

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1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

PART 48 - EXECUTION

48.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter to comply with paint manufacturer's published recommendations.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Examine areas and conditions under which coating systems are to be applied. Notify Engineer of areas or conditions not acceptable. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.
- E. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

48.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

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1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
 1. SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.

48.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
 1. Use applicators and techniques suited for coating and substrate indicated.
 2. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

48.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Contractor to coordinate the services of the Manufacturer to inspect and test coatings for dry film thickness.
 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

48.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

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- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Engineer, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 09 9600

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ANNEX 1 - BID ITEMS FULL DESCRIPTION

Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 1	Floor Crack	Measurement for payment to repair floor cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Rout and seal all topside slab cracks. Repairs would require removal of sealant from existing routed cracks, routing both new and existing cracks, cleaning/ preparing the surface, and sealing all floor cracks.	11180	linear foot	see ITB specifications
Base Bid 2	Overhead Floor Crack	Measurement for payment to repair overhead floor cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Epoxy inject all concrete cracks. Clean the surface area about 1/2" (min) wide on each side of the crack using wire brushing or compressed air to remove contaminants, oils, grease, dirt or particles of concrete. Install entry ports at proper spacing. Use socket mounted ports when cracks are blocked. Install the cap seal to keep the epoxy from leaking. Install the cap seal on both sides of the cracked element, when cracks penetrate completely through section. If high injection pressure is needed, cracks should be cut out to a depth of 1/2" and width of 3/4" in a V-shape, filled with an epoxy and struck off flush with the surface. Start with proper batching and mixing of epoxy components in strict accordance with the manufacturer's requirements. Inject the epoxy with proper pressure. Inject vertical cracks from the bottom up until the epoxy level reaches the entry port above. When injection into a port is complete, cap it immediately. Upon completion of the injection process, remove ports and cap seal by grinding or other means to return surface to match existing. Repaint concrete to match surrounding area.	140	linear foot	see ITB specifications
Base Bid 3	Floor Spall	Measurement for payment to repair floor spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents. Patch all concrete delaminations and spalls. Remove loose, delaminated, and unsound concrete, debris, and all exposed corroded steel reinforcement or other large corroded metal materials embedded in the concrete. Clean and coat all exposed reinforcement with corrosion inhibitor. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by engineer, remove additional concrete as necessary to provide at least 3/4 inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings. Existing corroded steel reinforcement exposed during removal of unsound concrete must be cleaned to produce a white metal finish. Remove concrete from along and around all sides of the section of the existing reinforcing steel that are oxidized and affected by corrosion. All sides of the corroded reinforcement should be exposed and cleaned to sections where the reinforcing steel is not oxidized and is well bonded to the surrounding concrete. Sawcut along the edges of the existing concrete that are parallel to the reinforcing steel. Protect all sawcut edges to avoid any damage to edges. Edges that are damaged shall receive a second sawcut beyond the damaged area and the section of concrete between the original sawcut and the second sawcut shall be removed. Temporary	487	square foot	see ITB specifications

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ANNEX 1 - BID ITEMS FULL DESCRIPTION

Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 4	Overhead Floor Spall	Measurement for payment to repair overhead floor spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents. Patch all concrete delaminations and spalls. Remove loose, delaminated, and unsound concrete, debris, and all exposed corroded steel reinforcement or other large corroded metal materials embedded in the concrete. Clean and coat all exposed reinforcement with corrosion inhibitor. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by engineer, remove additional concrete as necessary to provide at least 3/4 inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings. Existing corroded steel reinforcement exposed during removal of unsound concrete must be cleaned to produce a white metal finish. Remove concrete from along and around all sides of the section of the existing reinforcing steel that are oxidized and affected by corrosion. All sides of the corroded reinforcement should be exposed and cleaned to sections where the reinforcing steel is not oxidized and is well bonded to the surrounding concrete. Sawcut along the edges of the existing concrete that are parallel to the reinforcing steel. Protect all sawcut edges to avoid any damage to edges. Edges that are damaged shall receive a second sawcut beyond the damaged area and the section of concrete between the original sawcut and the second sawcut shall be removed. Temporary	186	square foot	see ITB specifications
Base Bid 5	Column Crack	Measurement for payment to repair column cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Epoxy inject all concrete cracks. Clean the surface area about 1/2" (min) wide on each side of the crack using wire brushing or compressed air to remove contaminants, oils, grease, dirt or particles of concrete. Install entry ports at proper spacing. Use socket mounted ports when cracks are blocked. Install the cap seal to keep the epoxy from leaking. Install the cap seal on both sides of the cracked element, when cracks penetrate completely through section. If high injection pressure is needed, cracks should be cut out to a depth of 1/2" and width of 3/4" in a v-shape, filled with an epoxy and struck off flush with the surface. Start with proper batching and mixing of epoxy components in strict accordance with the manufacturer's requirements. Inject the epoxy with proper pressure. Inject vertical cracks from the bottom up until the epoxy level reaches the entry port above. When injection into a port is complete, cap it immediately. Upon completion of the enjection process, remove ports and cap seal by grinding or other means to return surface to match existing. Repaint concrete to match surrounding area.	4	linear foot	see ITB specifications
Base Bid 6	Column Cracks (Waterproof Paint)	Measurement for payment to repair column cracks will be based upon the actual number of square feet, all in accordance with the Contract Documents. Clean/prepare surface according to manufactures' recommendation. Apply waterproofing paint to specific column areas were cracks were identified. Repaint concrete to match surrounding area.	400	square foot	see ITB specifications

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ANNEX 1 - BID ITEMS FULL DESCRIPTION

Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 7	Column Spall	Measurement for payment to repair column spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents. Patch all concrete delaminations and spalls. Remove loose, delaminated, and unsound concrete, debris, and all exposed corroded steel reinforcement or other large corroded metal materials embedded in the concrete. Clean and coat all exposed reinforcement with corrosion inhibitor. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by engineer, remove additional concrete as necessary to provide at least 3/4 inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings. Existing corroded steel reinforcement exposed during removal of unsound concrete must be cleaned to produce a white metal finish. Remove concrete from along and around all sides of the section of the existing reinforcing steel that are oxidized and affected by corrosion. All sides of the corroded reinforcement should be exposed and cleaned to sections where the reinforcing steel is not oxidized and is well bonded to the surrounding concrete. Sawcut along the edges of the existing concrete that are parallel to the reinforcing steel. Protect all sawcut edges to avoid any damage to edges. Edges that are damaged shall receive a second sawcut beyond the damaged area and the section of concrete between the original sawcut and the second sawcut shall be removed. Temporary	495	square foot	see ITB specifications
Base Bid 8	Wall Crack	Measurement for payment to repair wall cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Epoxy inject all concrete cracks. Clean the surface area about 1/2" (min) wide on each side of the crack using wire brushing or compressed air to remove contaminants, oils, grease, dirt or particles of concrete. Install entry ports at proper spacing. Use socket mounted ports when cracks are blocked. Install the cap seal to keep the epoxy from leaking. Install the cap seal on both sides of the cracked element, when cracks penetrate completely through section. If high injection pressure is needed, cracks should be cut out to a depth of 1/2" and width of 3/4" in a v-shape, filled with an epoxy and struck off flush with the surface. Start with proper batching and mixing of epoxy components in strict accordance with the manufacturer's requirements. Inject the epoxy with proper pressure. Inject vertical cracks from the bottom up until the epoxy level reaches the entry port above. When injection into a port is complete, cap it immediately. Upon completion of the enjection process, remove ports and cap seal by grinding or other means to return surface to match existing. Repaint concrete to match surrounding area.	817	linear foot	see ITB specifications

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ANNEX 1 - BID ITEMS FULL DESCRIPTION

Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 9	Wall Spalls	Measurement for payment to repair wall spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents. Patch all concrete delaminations and spalls. Remove loose, delaminated, and unsound concrete, debris, and all exposed corroded steel reinforcement or other large corroded metal materials embedded in the concrete. Clean and coat all exposed reinforcement with corrosion inhibitor. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by engineer, remove additional concrete as necessary to provide at least 3/4 inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings. Existing corroded steel reinforcement exposed during removal of unsound concrete must be cleaned to produce a white metal finish. Remove concrete from along and around all sides of the section of the existing reinforcing steel that are oxidized and affected by corrosion. All sides of the corroded reinforcement should be exposed and cleaned to sections where the reinforcing steel is not oxidized and is well bonded to the surrounding concrete. Sawcut along the edges of the existing concrete that are parallel to the reinforcing steel. Protect all sawcut edges to avoid any damage to edges. Edges that are damaged shall receive a second sawcut beyond the damaged area and the section of concrete between the original sawcut and the second sawcut shall be removed. Temporary	77	square foot	see ITB specifications
Base Bid 10	Wall Spall (CMU)	Measurement for payment to repair CMU wall spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents. Patch and/or replace masonry wall spalls and mortar joints at masonry barrier walls. Remove loose concrete at wall, sandblast repair cavity and exposed reinforcement, coat all exposed reinforcement and weld connections. Replace or supplement reinforcement with significant section loss, place concrete repair mortar. For masonry wall spalls with damaged CMU blocks, remove and reinstall the CMU blocks. Add new epoxy mortar to any wall voids. Re-apply surface finish and match with surrounding area.	451	square foot	see ITB specifications

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Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 11	Overhead Beam Spall	<p>Measurement for payment to repair overhead beam spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents. Patch all concrete delaminations and spalls. Remove loose, delaminated, and unsound concrete, debris, and all exposed corroded steel reinforcement or other large corroded metal materials embedded in the concrete. Clean and coat all exposed reinforcement with corrosion inhibitor. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by engineer, remove additional concrete as necessary to provide at least 3/4 inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings. Existing corroded steel reinforcement exposed during removal of unsound concrete must be cleaned to produce a white metal finish. Remove concrete from along and around all sides of the section of the existing reinforcing steel that are oxidized and affected by corrosion. All sides of the corroded reinforcement should be exposed and cleaned to sections where the reinforcing steel is not oxidized and is well bonded to the surrounding concrete. Sawcut along the edges of the existing concrete that are parallel to the reinforcing steel. Protect all sawcut edges to avoid any damage to edges. Edges that are damaged shall receive a second sawcut beyond the damaged area and the section of concrete between the original sawcut and the second sawcut shall be removed. Temporary</p>	124	square foot	see ITB specifications
Base Bid 12	Overhead Beam Cracks	<p>Measurement for payment to repair overhead beam cracks will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Epoxy inject all concrete cracks. Clean the surface area about 1/2" (min) wide on each side of the crack using wire brushing or compressed air to remove contaminants, oils, grease, dirt or particles of concrete. Install entry ports at proper spacing. Use socket mounted ports when cracks are blocked. Install the cap seal to keep the epoxy from leaking. Install the cap seal on both sides of the cracked element, when cracks penetrate completely through section. If high injection pressure is needed, cracks should be cut out to a depth of 1/2" and width of 3/4" in a v-shape, filled with an epoxy and struck off flush with the surface. Start with proper batching and mixing of epoxy components in strict accordance with the manufacturer's requirements. Inject the epoxy with proper pressure. Inject vertical cracks from the bottom up until the epoxy level reaches the entry port above. When injection into a port is complete, cap it immediately. Upon completion of the injection process, remove ports and cap seal by grinding or other means to return surface to match existing. Repaint concrete to match surrounding area.</p>	5	linear foot	see ITB specifications

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Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 13	Exposed Rebar	Measurement for payment to repair exposed rebar will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Clean and paint procedure: clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Apply anti-corrosion agent to exposed reinforcement. Repair/replace any components as needed. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by engineer, remove additional concrete as necessary to provide at least 3/4 inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings. Prepare the surface and apply the repair material.	795	linear foot	see ITB specifications
Base Bid 14	Overhead Exposed Rebar	Measurement for payment to repair overhead exposed rebar will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Clean and paint procedure: clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Apply anti-corrosion agent to exposed reinforcement. Repair/replace any components as needed. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as directed by engineer, remove additional concrete as necessary to provide at least 3/4 inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings. Prepare the surface and apply the repair material.	269	linear foot	see ITB specifications
Base Bid 15	Waterponding	Water ponding shall be mitigated by adding floor drains and building up floor where necessary.	2160	square foot	see ITB specifications
Base Bid 16	CMU Wall Replacement	Measurement for payment to replace CMU wall will be based upon the actual number of square feet, all in accordance with the Contract Documents. The repair would include the demolition of the existing wall and reconstruction of a new masonry barrier wall.	92	square foot	see ITB specifications
Base Bid 17	Damaged Curb Spall	Measurement for payment to repair damaged curb spalls will be based upon the actual number of square feet, all in accordance with the Contract Documents. Replace severely damaged concrete curbs.	32	square foot	see ITB specifications
Base Bid 18	Exposed Tendon	Measurement for payment to repair exposed tendon will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Repair and/or replace damaged post-tension tendons. Build up surface with patching material one foot on each side of exposed tendon to provide required concrete cover to the tendon.	2	linear foot	see ITB specifications
Base Bid 19	Damaged Tendon	Measurement for payment to repair damaged tendon will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Repair and/or replace damaged post-tension tendons. Sawcut and chip around damaged post-tension strands. Add mild reinforcement as needed to repair/replace the damaged tendon.	3	each	see ITB specifications

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ANNEX 1 - BID ITEMS FULL DESCRIPTION

Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 20	Overhead Damaged Tendon	Measurement for payment to repair overhead damaged tendon will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Repair and/or replace damaged post-tension tendons. Sawcut and chip around damaged post-tension strands. Add mild reinforcement as needed to repair/replace the damaged tendon.	2	each	see ITB specifications
Base Bid 21	Post Tension Pocket	Measurement for payment to repair post tension pockets will be per unit, all in accordance with the Contract Documents. Re-grout post tension pockets and remove loose or cracked grout from post-tension pockets, clean corrosion at cable ends, apply corrosion inhibitor at end of cable, and repatch with non-shrink grout.	46	each	see ITB specifications
Base Bid 22	Exp. Joint - Horizontal	Measurement for payment to repair horizontal expansion joint will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Install new joint seal system includes removal of existing joint system, surface preparation, shop and field splices, joint preparation, repair to adjacent concrete surfaces, and installation of new expansion joint seal system.	318	linear foot	see ITB specifications
Base Bid 23	Exp. Joint - Vertical	Measurement for payment to repair vertical expansion joint will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Install new joint seal system includes removal of existing joint system, surface preparation, shop and field splices, joint preparation, repair to adjacent concrete surfaces, and installation of new expansion joint seal system.	468	linear foot	see ITB specifications
Base Bid 24	Cove Sealant	Measurement for payment to repair cove sealant will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Install new joint sealant includes removal of existing joint sealants, surface preparation, joint preparation, repair the adjacent concrete surfaces and traffic coating, installation of new joint sealants.	2486	linear foot	see ITB specifications
Base Bid 25	Horizontal Sealant	Measurement for payment to repair horizontal sealant will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Install new joint sealant includes removal of existing joint sealants and backer rod, surface preparation, joint preparation, repair the adjacent concrete surfaces and traffic coating, installation of new backer rod and joint sealants.	2295	linear foot	see ITB specifications
Base Bid 26	Horizontal Sealant - Planters	Measurement for payment to repair horizontal sealant at planters will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Install new joint sealant includes removal of existing joint sealants and backer rod, surface preparation, joint preparation, repair the adjacent concrete surfaces and traffic coating, installation of new backer rod and joint sealants.	1400	linear foot	see ITB specifications
Base Bid 27	Pour Strip/ Cold Joint Sealant	Measurement for payment to repair pour strip/cold joint sealant will be based upon the actual number of linear feet, all in accordance with the Contract Documents. Install new joint sealant includes removal of existing joint sealants, surface preparation, joint preparation, repair the adjacent concrete surfaces and traffic coating, installation of new joint sealants.	6959	linear foot	see ITB specifications
Base Bid 28	Deck Coating	Measurement for payment to install deck coating will be based upon the actual number of square feet, all in accordance with the Contract Documents. Prepare surface and apply deck coating material per manufacturer's recommendation.	67887	square foot	see ITB specifications

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Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 29	Drain Grate Replacment	Measurement for payment to replace drain grates will be based upon the actual quantity, all in accordance with the Contract Documents. Replace or install new drain grates where applicable, to match existing size and material.	11	each	see ITB specifications
Base Bid 30	Guardrail System Anchors	Measurement for payment to replace guardrail system anchors will be based upon the actual quantity, all in accordance with the Contract Documents. Remove loose anchors and replace with anchors for hollow masonry blocks.	39	each	see ITB specifications
Base Bid 31	Steel Railing Anchor	Measurement for payment to repair steel railing anchors will be based upon the actual quantity, all in accordance with the Contract Documents. Remove existing anchors, repair damaged concrete, and install new expansion anchors matching size and material.	6	each	see ITB specifications
Base Bid 32	Pipe Guard Connections	Measurement for payment to repair pipe guard connections will be based upon the actual quantity, all in accordance with the Contract Documents. Clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Repair/replace damaged welds. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. Apply a complete coating system to all structural steel surfaces per manufacturer's recommendations.	45	each	see ITB specifications
Base Bid 33	Steel Plate Rust	Measurement for payment to repair steel plate rust will be based upon the actual quantity, all in accordance with the Contract Documents. Clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. Apply a complete coating system to all structural steel surfaces per manufacturer's recommendations.	288	each	see ITB specifications

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ANNEX 1 - BID ITEMS FULL DESCRIPTION

Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 34	Steel Beam Rust	Measurement for payment to repair steel beam rust will be based upon the actual quantity, all in accordance with the Contract Documents. Clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. Apply a complete coating system to all structural steel surfaces per manufacturer's recommendations.	65	linear foot	see ITB specifications
Base Bid 35	Pipe Support Rust	Measurement for payment to repair pipe support rust will be based upon the actual quantity, all in accordance with the Contract Documents. Clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. Apply a complete coating system to all structural steel surfaces per manufacturer's recommendations.	7	each	see ITB specifications
Base Bid 36	Railing Post Corrosion	Measurement for payment to repair railing post corrosion will be based upon the actual quantity, all in accordance with the Contract Documents. Clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. Apply a complete coating system to all structural steel surfaces per manufacturer's recommendations.	158	each	see ITB specifications
Base Bid 37	Railing Upgrades - Stairs	Measurement for payment to upgrade the existing railing system on the stairs will be based upon the actual number of linear feet of additional pipes, all in accordance with the Contract Documents. Install supplementary pipes matching size, shape, and material of existing railings, weld new pipes to existing pipes, protect welds with galvanized paint, and paint new pipes matching existing railing color.	4140	linear foot	see ITB specifications

12183 - RIVERWALK GARAGE RESTORATION

ANNEX 1 - BID ITEMS FULL DESCRIPTION

Lot Name	Title	Description	Quantity	Unit	Shipping Location
Base Bid 38	Railing Upgrades - Elevator Areas	Measurement for payment to upgrade the existing railing system on the elevator areas will be based upon the actual number of linear feet of additional pipes, all in accordance with the Contract Documents. Install supplementary pipes matching size, shape, and material of existing railings, weld new pipes to existing pipes, protect welds with galvanized paint, and paint new pipes matching existing railing color.	280	linear foot	see ITB specifications
Base Bid 39	Proposed Floor Drain	Measurement for payment for floor drain installation will be based upon the quantity of required floor drains, all in accordance with the Contract Documents. Install drains after performing ground penetrating radar and core drilling. Install per manufacturers requirements.	88	each	see ITB specifications
Base Bid 40	GPR/Core Drill	Measurement for payment for GPR/Core Drill will be based on quantity of required core drills, all in accordance with the Contract Documents. Conduct ground penetrating radar (GPR), scan floor slab to locate reinforcement to locate new drain for shop drawing prior to installation of floor drain. Core drill hole for drain body installation.	166	each	see ITB specifications
Base Bid 41	4" Drain Pipe	Measurement for payment for 4" Drain Pipe installation will be based upon the required linear feet of new cast iron pipe, all in accordance with the Contract Documents. Drainage piping shall be no hub cast iron pipe conforming to ASTM A74-21 standard.	3300	linear foot	see ITB specifications
Base Bid 42	Hanger/Supports	Measurement for payment for pipe hangers will be based upon the quantity of pipe hanger/supports, all in accordance with the Contract Documents. Provide split ring hangers for all piping. Hanger space shall be per UPC table 3-2 and shall be located at all changes in direction. Install unistrut supports and pipe clamp supports to suspend verticle pipe through concrete floors.	582	each	see ITB specifications
Base Bid 43	Pipe Fittings	Measurement for payment for pipe fittings will be based upon the amount of required pipe fittings, all in accordance with the Contract Documents. All fittings including elbows, wyes, and tees should be no hub cast iron in accordance with ASTM A74-21 standard, and should be installed per manufacturerers requirements.	1	lump sum	see ITB specifications
Base Bid 44	General Conditions	Measurement for payment for general conditions will be based upon the following: project management, 100% onsite supervision, construction sequence coordination, hauling of debris, site safety including temporary protection and safety signs, MOT, one mobilization, and one demobilization.	1	lump sum	see ITB specifications
Base Bid 45	Contingency	Measurement for payment for contingency will be based on any additional unexpected repair quantities that could compromise the structural integrity of the building and any unforeseen permitting fees.	1	allowance	see ITB specifications
Base Bid 46	Testing Allowance	Measurement for payment for allowance will be based upon any required testing such as, concrete compressive test, pull test, and structural capacity load test.	1	allowance	see ITB specifications

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is:

Certificate of Competency Number of Qualifying Agent:

Effective Date: Expiration Date:

Licensed in: Engineering Contractor's License #

(County/State)

Expiration Date:

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

4. What equipment will you purchase for the proposed work?

5. What equipment will you rent for the proposed work?

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

2. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

3. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

4. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

5. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

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,

<p>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).</p> <p>3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.</p>
--

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

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 has transitioned 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 payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). 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.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Company Name

Name (Printed)

Signature

Date

Title

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) [text box]

Address: [text box]

City: [text box] State: [text box] Zip: [text box]

Telephone No.: [text box] FAX No.: [text box] Email: [text box]

Check box if your firm qualifies for MBE / SBE / WBE: [checkbox]

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Grid for listing names and titles of officers/partners:
Name Title Name Title Name Title Name Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

Table with 6 columns: Addendum No., Date Issued, Addendum No., Date Issued, Addendum No., Date Issued. Each cell contains a text box.

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. You must also click the "Take Exception" button.

[Large empty text box for variances]

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. 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's protest ordinance contained in this competitive solicitation.

Submitted by:

[text box] Name (printed)

[text box] Signature

[text box] Date

[text box] Title

Revised 4/28/2020

Question and Answers for Bid #12668-1023 - Riverwalk Parking Garage Repairs

Overall Bid Questions

There are no questions associated with this bid.