

PUBLIC WORKS DEPARTMENT
CONTRACT

**NE 2ND STREET PARKING AND DRAINAGE
IMPROVEMENTS**

DESCRIPTION

Florida Bridge Builders, Inc.

CONTRACTOR

\$54,700.00

AMOUNT

July 1, 2014

COMMISSION APPROVAL DATE

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and Florida Bridge Builders, Inc., (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 343-11412, Project Number, 11938, which was opened on May 29, 2014; 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 design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

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

Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The date specified in the Notice to Proceed given by the City to the Contractor indicating when the Contract Time will commence to run and on which the Agreement becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved by the City Commission or if City Commission approval is not required it is the date on which the Agreement is fully executed by the City.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

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

ARTICLE 2 – SCOPE OF WORK

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

NE 2nd Street Parking and Drainage Improvements

ITB # 343-11412 PROJECT 11938

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

PROJECT DESCRIPTION

This project is located on NE 2nd Street between NE 15th Avenue and NE 16th Avenue. The work includes: 1) Construction of six (6) parallel parking spaces with PaveDrain pervious pavers; 2) Construction of sidewalk, curbs, detectable warnings, swales and sod; and 3) Modifications to existing catch basin.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Alexander Scheffer whose address is 100 North Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement (Plans (sheets [1] to [4] 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 as amended by the Special Conditions.

- 4.6 Technical Specifications.
- 4.7 Plans/Drawings
- 4.8 Addenda number 1 through 1, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.11 Invitation to Bid No., 343-11412, Instructions to Bidders and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., 343-11412, dated May 29, 2014.
- 4.13 Schedule of Completion and Schedule of Values.
- 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. 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.

There are not Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms 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. Specific direction from the City Manager (or designee)
- b. This Agreement dated July 1, 2014, and any attachments.
- c. Invitation to Bid No., 343-11412, and the specifications prepared by the City.
- d. Contractor's response to the City's Invitation to Bid No., 343-11412, dated July 1, 2014.
- e. Schedule of Values.
- f. Schedule of Completion.

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

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

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 5 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 70 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 75 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 amount of **\$54,700.00** constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties responsibilities

and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT PROCEDURES

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings. Including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the

cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

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

deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

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

8.9 Materials:

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

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

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

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

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

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

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures 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 vegetation not protected or preserved as required herein that may be destroyed or damaged.

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

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

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

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

8.16.4 The effort of independent testing agencies. Notice to affected property owners as may be directed by the Project Manager.

8.17 Project Record Documents and As-Builts (Record Drawings): The Contractor shall keep one record copy of all specifications, plans addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager for examination and shall be delivered to the Project Manager upon completion of the Work. Upon completion of the project and prior to final payment, an as-built (record drawings) of the Project shall be submitted to the Project Manager. The as-built drawings shall be signed and sealed by a Florida Registered Professional Surveyor and Mapper, Engineer, Architect or Landscape Architect depending on the type of drawing.

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. sections 9607, as amended, and any successor section.

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

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

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

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

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

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

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

the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

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

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

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

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

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

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

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

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and

make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

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

10.3 Insurance

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

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

B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.

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

10.3.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

10.3.3 Commercial General Liability

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - Each Occurrence \$1,000,000
 - Project Aggregate \$1,000,000
 - General Aggregate \$2,000,000
 - Personal Injury \$1,000,000
 - Products/Completed Operations \$1,000,000
- B. Endorsements Required:
 - City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Owners and Contractors Protective Liability
 - Contractors Pollution Liability

10.3.4 Business Automobile Liability

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

10.3.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

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

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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

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

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of

all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

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

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

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

11.2 Tests and Inspections: The Contractor shall give the Project Manager timely (minimum of thirty six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.

11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.

11.2.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the City or by a professional testing firm designated by the City. The City will pay for sampling and testing if the test results are passing. The Contractor will reimburse the City for sampling, testing, and retesting costs associated with failing tests.

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

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the

Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

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

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

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

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

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

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

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

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

ARTICLE 12 – INDEMNIFICATION

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

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

- 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

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

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

ARTICLE 13 – CHANGES IN THE WORK

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

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.2:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of

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

14.1.3 Supplemental costs including the following:

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

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the CITY in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order.

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

14.3.1 Payroll costs and other compensation of the Contractor’s officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor’s principal or branch office for general administration of the work and not specifically

included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

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

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

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

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

14.4.1 A mutually acceptable negotiated fee:

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

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

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

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

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether

the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

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

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

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

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

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

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 May Terminate Work: The City retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement upon 15 days' notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

17.2.2 If the Contractor makes a general assignment for the benefit of creditors.

17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

17.2.4 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

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

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

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

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

17.3 Further, the Contractor may be excluded from the Work site and the City take possession of the Work and of all 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.

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.

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

17.6 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 – NOTICES

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

To the City:

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

with copy to the
Project Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

To the Contractor:

Florida Bridge Builders, Inc.
7000 SW 22nd Court, Suite 127D
Davie, FL 33317

ARTICLE 19 – LIMITATION OF LIABILITY

- 19.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 19.2 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 20 – GOVERNING LAW

- 20.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 21 – MISCELLANEOUS

- 21.1 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.

- 21.2 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.
- 21.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 21.4 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.
- 21.5 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.
- 21.6 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.

Bid No. 343-11412
PROJECT 11938
NE 2nd Street Parking and Drainage Improvements

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder agrees to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Fort Lauderdale, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Public Works Department of Fort Lauderdale, which are referred to below and made a part hereof, at the following unit prices, to-wit:

ITEM 1: MOBILIZATION, TRANSPORTATION, DEMOBILIZATION, INSURANCE, BOND COST AND OTHER FIXED COSTS, NOT TO EXCEED 5%.

@ \$2,700.00 /LS \$2,700.00

ITEM 2: MAINTENANCE OF TRAFFIC – Contractor shall furnish all materials, labor, tools, equipment and all incidentals to maintain traffic required for the project for the duration of the construction period, including any temporary suspension of the work.

@ \$2,000.00 /LS \$2,000.00

ITEM 3: PERMIT FEE ALLOWANCE - Allowance to reimburse the contractor for permit fees issued by the City, County and various agencies. Contractor will be reimbursed at actual cost without mark-up. The contractor may perform these works only after receiving written work order issued by the engineer of record.

ALLOWANCE (6% of TOTAL BID PRICE): \$2,500.00

ITEM 4: CONSTRUCTION MATERIAL TESTING – Contractor shall provide field testing in accordance with the specifications.

@ \$4,500.00 /LS \$4,500.00

ITEM 5: PARKING & DRAINAGE CONSTRUCTION - Furnish all labor, tools, materials and supplies to construct the parking and drainage improvements as shown on the plans and specifications.

@ \$43,000.00 /LS \$43,000.00

TOTAL BID: \$54,700.00
(FIGURES)

Fifty Four Thousand Seven Hundred Dollars and Zero Cents
(TOTAL WRITTEN DOLLAR AMOUNT)

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

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

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

CONTRACT TIME

- 1.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **5** calendar days of the date of the Notice to Proceed.
- 1.2 The Work shall be Substantially Completed within **70** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 1.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **75** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:
[Signature]
(Signature)
Bill Franko
(Witness print/type name)
[Signature]
(Signature)
[Signature]
(Witness print/type name)
[Signature]
(Corporate Seal)

CONTRACTOR:

Florida Bridge Builders, Inc.

By: [Signature]
(Signature)
ROY A. BLAS
(Print Name and Title)

Attest: [Signature]
By: [Signature]
(Signature)
Bill Franko
(Print/type name)

CITY:

City of Fort Lauderdale, a municipal corporation of the State of Florida

By: [Signature]
LEE R. FELDMAN, City Manager

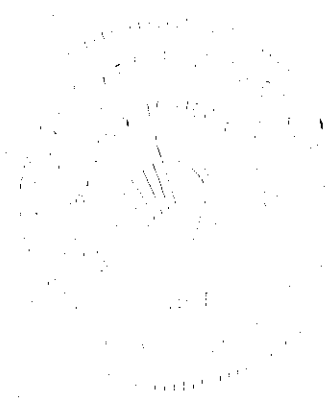
(Corporate Seal)

ATTEST:

By: [Signature]
JONDA K. JOSEPH, City Clerk

APPROVED AS TO FORM:

By: [Signature]
Assistant City Attorney

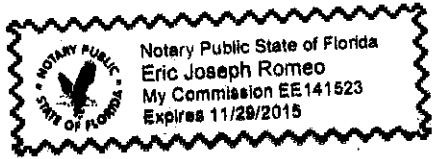


ACKNOWLEDGEMENT OF CONTRACTOR

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 16th day of July,
2014, by Ray A. ALIAS and _____,
as PRESIDENT and _____, respectively,
of FLORIDA BUDGE BUILDERS, INC. a FLORIDA
corporation, on behalf of the corporation, who is personally known to me or has produced
_____ as identification.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Eric J Romeo
Name of Notary Typed, Printed or Stamped

My Commission Expires: 11/29/15

EE 141523
Commission Number

BOND NO. 964123008

SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES

THIS IS A SURETY BOND given by Florida Bridge Builders, Inc. the "Contractor" as principal, referred to in this Bond as "Contractor" and THE OHIO CASUALTY INSURANCE COMPANY as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$54,700.00 (**Fifty-Four Thousand Seven Hundred Dollars**) for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name:

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

Owner Address and Telephone:

City Hall, Office of City Engineer
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 828-5772

Bond No.:

964123008

Contractor Name, Address, Telephone:

Florida Bridge Builders, Inc.
7000 SW 22nd Court, Suite 127D
Davie, FL 33317
(954) 916-0656

Surety Company, Address, Telephone

THE OHIO CASUALTY INSURANCE COMPANY
62 Maple Avenue
Keene, NH 03431
(513) 603-2400

City Project No.:

11938

Name of Project:

NE 2nd Street Parking and Drainage Improvements

Project Location:

NE 2nd Street between NE 15th Avenue and NE 16th Avenue

Legal Description and Street Address
Description of Work

The work includes: 1) Construction of six (6) parallel parking spaces with PaveDrain pervious pavers; 2) Construction of sidewalk, curbs, detectable warnings, swales and sod; and 3) Modifications to existing catch basin.

"Contractor" is bound by an instrument in writing dated the **1st day of July, 2014**, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

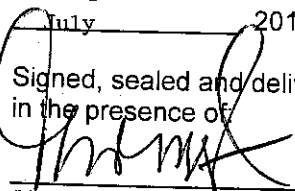
Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.


Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to 25% of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

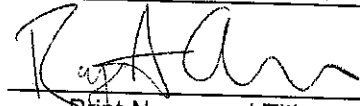
IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 8th day of July, 2014.

Signed, sealed and delivered
in the presence of


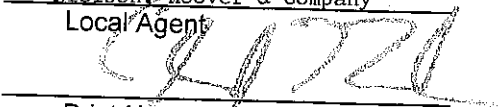
(Witness) Signature
BUCK RYAN
(Witness) Print Name


(Witness) Signature
Shirley Payer
(Witness) Print Name

CONTRACTOR:
FLORIDA BRIDGE BUILDERS, INC. (SEAL)


Print Name and Title (SEAL)

SURETY: THE OHIO CASUALTY INSURANCE COMPANY
Nielson, Hoover & Company (SEAL)
Local Agent


Print Name and Title (SEAL)
Charles J. Nielson, Atty.-In-Fact

SB-2 The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6453366

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

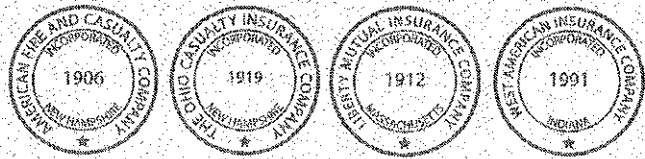
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson; Charles J. Nielson; David R. Hoover; Kristi Messel; Mary C. Aceves; Shawn A. Burton.

all of the city of Miami Lakes, state of 6453366 each individually if there be more than one named; its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of February, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

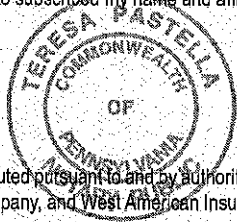
By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

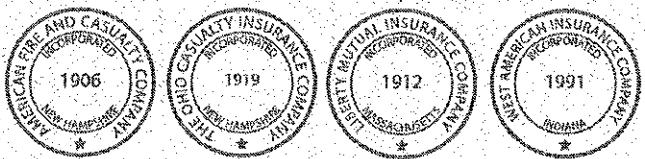
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of July, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
07/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evergreen Insurance Agency 583 105th Avenue N, Ste 2 Royal Palm Beach, FL 33411		CONTACT NAME: Evergreen Insurance Agency PHONE (A/C, No, Ext): 561-966-8883 FAX (A/C, No): 561-964-8885 E-MAIL ADDRESS: angela@evergreenins.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Mid-Continent Group	23418
INSURED Florida Bridge Builders, Inc. 7000 S.W. 22nd Ct., #127D Davie, FL 33317		INSURER B : Mapfre Insurance Company of FI	34932
		INSURER C : Torus National Insurance Co.	25496
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		04GL000893867	01/10/2014	01/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AG-G \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4150120006900	10/29/2013	10/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE	X		86306J140ALI	06/11/2014	01/10/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project 33-11412/2nd Street Parking and Drainage Improvements
 City of Ft. Lauderdale is additional insured in respects to the general liability. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

City of Ft. Lauderdale 100 N. Andrews Ave Ft. Lauderdale, FL 33301	CITFT01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WorkComp Solutions, Inc. P.O. Box 24987 Lakeland, FL 33802 www.workcompsolutionsfl.com	CONTACT NAME: PHONE (A/C, No. Ext): 863-646-4642		FAX (A/C, No): 863-646-3521
	E-MAIL ADDRESS:		
INSURED Florida Bridge Builders, Inc. 7000 SW 22nd Ct. #127D Davie FL 33317		INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Insurance Company	
		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 20955151

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	0830-53136	12/2/2013	12/2/2014	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Day Notice of Cancellation Applies
 Project: 11938 / NE 2nd Street Parking & Drainage Improvements

CERTIFICATE HOLDER

City of Ft. Lauderdale
 100 N. Andrews Avenue
 Ft. Lauderdale FL 333001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darrell J. Mills

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ACORD 25 (2014/01)

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Exhibit 1

14-1008

44 of 287

MEMORANDUM

DATE: July 21, 2014
TO: James Kelly, Sr. Claims Adjuster
FROM: Maureen Lewis, Procurement Division
SUBJECT: Project 11938 – NE 2nd Street Parking & Drainage Improvements

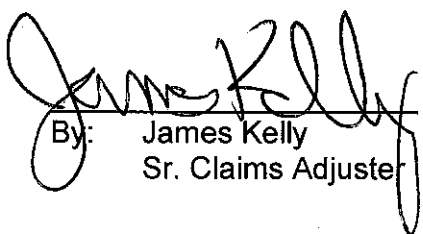
Please review the attachments checked below in connection with the referenced project:

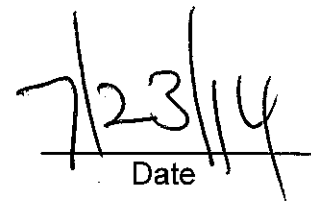
- Insurance certificate
- Performance Bond and Labor and Material Payment Bond or Surety Bond

SURETY BOND REQUIREMENT \$54,700.00

If the City's requirements are met, please sign below and return all items to my attention.

Attachments


By: James Kelly
Sr. Claims Adjuster


Date

- c: Project File
- Contracts
- T-file
- E.T.S
- Z-Drive

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

BID NO. 343-11412

PROJECT NO. 11938

**NE 2nd STREET PARKING AND
DRAINAGE IMPROVEMENTS**



**Public Works Department
100 North Andrews Avenue
Fort Lauderdale, Florida 33301**

**ALEXANDER D. SCHEFFER, P.E., LEED GREEN ASSOCIATE
SENIOR PROJECT MANAGER**

**JOHN CURRAN
PROCUREMENT SPECIALIST II
Telephone: (954) 828-4357 E-mail: jcurran@fortlauderdale.gov**

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Note: The following documents are available electronically for completion.

- Attachment 1 - Company Information (formerly P-2)
- Attachment 2 - Addendum (formerly P-3)
- Attachment 3 - Questionnaire Sheets (formerly P-4 to P-5)
- Attachment 4 - Trench Safety (formerly P-6)
- Attachment 5 - Local Business Preference
- Attachment 6 - Contractor ID Form (MBE-1 & 2)
- Attachment 7 - Non-Collusion Statement

These documents **must** be returned with your bid along with your bid bond, surety bond, proof of insurance, and proof of required licenses/certifications.

INVITATION TO BID

Sealed bids will be received until 2:00 P.M. on **MONDAY, May 19, 2014**, in the Public Works Department, City Hall, 100 North Andrews Avenue, 4th Floor, City of Fort Lauderdale, Florida and opened immediately thereafter in the 5th Floor Conference Room, for **Bid No., 343-11412, PROJECT NO., 11938, NE 2ND STREET PARKING AND DRAINAGE IMPROVEMENTS.**

This project consists of Drawing File No. 4-137-87, with four (4) sheets.

The work includes: 1) Construction of six (6) parallel parking spaces with PaveDrain pervious pavers; 2) Construction of sidewalk, curbs, detectable warnings, swales and sod; and 3) Modifications to existing catch basin.

Bidding blanks may be **obtained free of charge** at BIDSYNC.COM or hard copies may be picked up at the Public Works Department. Plans and specifications are on file in the Public Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4th floor, (Monday thru Friday 8:00 am to 4:30 pm) at a **NON-REFUNDABLE cost of \$25.00 (including sales tax per set)**. Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted. Plans and specifications are also available on a CD diskette at a **NON-REFUNDABLE cost of \$5.00 (including sales tax per CD)**.

It will be the sole responsibility of the bidder to clearly mark the bid as such, and ensure that his bid reaches the City prior to the bid opening date and time listed.

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

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

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

Information on bid results and projects currently out to bid can be obtained on the City's website – www.fortlauderdale.gov/engineering/bids.htm. For general inquiries - please call (954) 828-4357.

Jonda K. Joseph
City Clerk

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 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 IN GOOD ORDER AND WITH ALL BLANKS COMPLETED.** The forms must be enclosed in a sealed envelope when submitted to the Public Works Department, City Hall, 4th Floor, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 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

FORMS OF PROPOSALS (CONTINUED) - the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the Public Works Department as stated above, within the specified time.

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

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

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

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

PRICES QUOTED: Deduct any discount offered and quote firm net prices. Give both unit price and extended total. 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 based upon a formula

or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

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

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

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

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

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

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

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

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

COPIES OF PLANS AND SPECIFICATIONS - Copies of the specifications, details, contract and bonds are on file in the Public Works Department, City Hall, 4th Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

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

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

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least 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 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.

INSURANCE REQUIREMENTS

10.1 Insurance

- 1.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.
- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- 1.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the

contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the City.

1.3 Commercial General Liability

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

- B. Endorsements Required:
 - City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Owners and Contractors Protective Liability
 - Contractors Pollution Liability

1.4 Business Automobile Liability

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

- B. Endorsements Required:
 - Waiver of Subrogation

1.5 Workers' Compensation and Employer's Liability Insurance

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

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

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

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

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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

PROPOSAL
Bid No. 343-11412
PROJECT 11938
NE 2nd Street Parking and Drainage Improvements

TO THE COMMISSION OF THE CITY OF
FORT LAUDERDALE, FLORIDA

Gentlemen:

The undersigned bidder agrees to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Fort Lauderdale, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Public Works Department of Fort Lauderdale, which are referred to below and made a part hereof, at the following unit prices, to-wit:

ITEM 1: MOBILIZATION, TRANSPORTATION, DEMOBILIZATION, INSURANCE, BOND COST AND OTHER FIXED COSTS, NOT TO EXCEED 5%.

@ \$2,700.00 /LS \$2,700.00

ITEM 2: MAINTENANCE OF TRAFFIC – Contractor shall furnish all materials, labor, tools, equipment and all incidentals to maintain traffic required for the project for the duration of the construction period, including any temporary suspension of the work.

@ \$2,000.00 /LS \$2,000.00

ITEM 3: PERMIT FEE ALLOWANCE - Allowance to reimburse the contractor for permit fees issued by the City, County and various agencies. Contractor will be reimbursed at actual cost without mark-up. The contractor may perform these works only after receiving written work order issued by the engineer of record.

ALLOWANCE (6% of TOTAL BID PRICE): \$2,500.00

ITEM 4: CONSTRUCTION MATERIAL TESTING – Contractor shall provide field testing in accordance with the specifications.

@ \$4,500.00 /LS \$4,500.00

ITEM 5: PARKING & DRAINAGE CONSTRUCTION - Furnish all labor, tools, materials and supplies to construct the parking and drainage improvements as shown on the plans and specifications.

@ \$43,000.00 / LS \$43,000.00

TOTAL BID: \$54,700.00
(FIGURES)

Fifty Four Thousand Seven Hundred Dollars and Zero Cents
(TOTAL WRITTEN DOLLAR AMOUNT)

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

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

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

CONTRACT TIME

- 1.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within 5 calendar days of the date of the Notice to Proceed.
- 1.2 The Work shall be Substantially Completed within 70 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 1.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 75 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

PROJECT 11938

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: Florida Bridge Builder, Inc.
President Roy A Arias
Business Address: 7000 SW 22nd Court – Suite 127 D, Davie, FL 33317
Telephone: 954-916-0656 or 305-282-9272 Fax: 954-423-2241
floridabridgebuilders@gmail.com

What was the last project of this nature which you completed?
595 EXPANSION

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses and telephone numbers):

Concrete Services 2976 Lark Rd Palm Springs, FL 561-742-3049
GraphPlex Signs 2830 N 28th Street,
Hollywood, FL 954-920-0905

PVM Electric 7000 S Dixie
Hghy, West Palm Beach
FL 561-357-1066

How many years has your organization been in business? 3 Years

Have you ever failed to complete work awarded to you; if so, where and why?
NO

The name of the qualifying agent for the firm and his position is: Roy A Arias

Certificate of Competency Number of Qualifying Agent: CGC1520239

Effective Date: 1/3/2012 Expiration Date: 8/31/2014

Licensed in: Broward/FL 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. A Broward County Engineering Contractor's License and/or the appropriate license issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a) Pavers

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

See Attached

4. What equipment will you purchase for the proposed work?

N/A

5. What equipment will you rent for the proposed work?

N/A

PROJECT 11938

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. N/A			\$	\$
B.			\$	\$
C.			\$	\$
D.			\$	\$
				Total: \$.00

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE: May 29, 2014

Roy A Arias
(SIGNATURE)

STATE OF: ~~FLORIDA~~

BROWARD

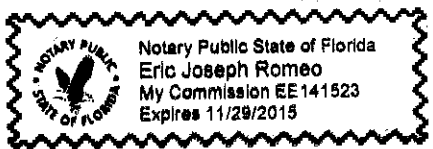
COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Roy A Arias who, after first being duly sworn by me, (Name of Individual Signing)

affixed his/her signature in the space provided above on this 29th day of MAY, 2014.

[Signature]
NOTARY PUBLIC
11/29/15

My Commission Expires:



PROJECT 11938

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) Florida Bridge Builders Inc. is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

Business Name

Florida Bridge Builders Inc

BIDDER'S COMPANY: _____

Roy A Arias

AUTHORIZED COMPANY PERSON: _____

PROJECT 11938

COMPANY INFORMATION

The work described below includes all the necessary excavations, fill and removal of materials attendant upon the construction of the work complete in place, and the disposal of all excess material and the final cleaning up of the work.

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). 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. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: Florida Bridge Builders, Inc.
Address: 7000 SW 22nd Court, Suite 127D
Davie, FL 33317
Telephone: 954-916-0656 Fax: 954-423-2241
E-Mail Address: flordabridgebuilders@gmail.com

Roy A Arias	President
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

(Attach additional sheets, if necessary).

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Public Works Department, to update their records should he be awarded the work described below.

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

The undersigned bidder has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the

PROJECT 11938

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

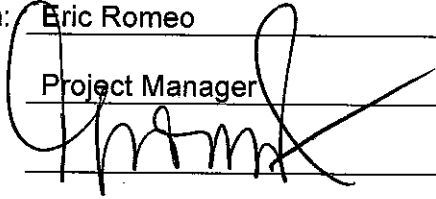
Name of Firm: Florida Bridge Builders Inc

Address of Firm: 7000 SW 22nd CT, Suite 127 D, Davie, FL 33317

Telephone Number: 954-616-0656

Name of Person Completing Form: Eric Romeo

Title: Project Manager

Signature: 

Date: May 29th, 2014

City Project Number: 11938

City Project Description: 2nd Street Parking and Drainage Improvements

Please check the item(s) which properly identify the status of your firm:

- Our firm is not a MBE or WBE.
- Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
- American Indian Asian Black Hispanic
- Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- American Indian Asian Black Hispanic

PROJECT 11938

MBE/WBE CONTRACTOR INFORMATION

The City, in a continuing effort, is encouraging the increased participation of minority and women-owned businesses in Public Works Department related contracts. Along those lines, we are requiring that each firm provide documentation detailing their own programs for utilizing minority and women-owned businesses.

Your firm should submit this information as a part of this bid package and refer to the checklist, to ensure that all areas of concern are covered. The low responsive bidder will be contacted to schedule a meeting to discuss these objectives. It is our intention to proceed as quickly as possible with this project, so your cooperation in this matter is appreciated.

CONTRACTOR CHECKLIST

- List Previous City of Fort Lauderdale Contracts
Sub Contractor on Melrose Manors Sign Project, Prime on Rock Island Entryway

- Number of Employees in your firm
--Percent (1 %) Women
--Percent (100 %) Minorities
--Job Classifications of Women and Minorities
Clerical Staff

- Use of minority and/or women subcontractors on past projects.
Green Construction Tech.
- Nature of the work subcontracted to minority and/or women-owned firms.
Trench/Footer & Barrier Wall
- How are subcontractors notified of available opportunities with your firm?
Phone or email

- Anticipated amount to be subcontracted on this project.
1

- Anticipated amount to be subcontracted to minority and/or women-owned businesses on this project.
1

PROJECT 11938

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	
_____	_____
_____	_____

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.

PROJECT 11938

ADDENDUM

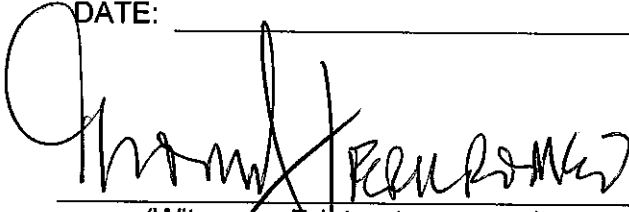
The undersigned bidder proposes to begin work within the time specified in the General Conditions Section of the Contract after notice has been given by the Public Works Director and to complete the work within 75 calendar days from the date of such notice.

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Bid.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
No.: 1	5/16/14		

May 29, 2014

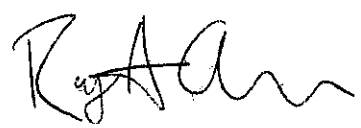
DATE: _____



 (Witness – Print or type name)

Florida Bridge Builders, Inc

FOR: _____


 BY: _____
 (Signature)

Seal:

(Witness – Print or type name)

TITLE: President X Vice-President

Licensee Details**Licensee Information**

Name: **ARIAS, ROY ANDRES (Primary Name)**
FLORIDA BRIDGE BUILDERS, INC. (DBA Name)

Main Address: **9692 SW 154 PL**
MIAMI Florida 33196

County: **DADE**

License Mailing:

License Location: **7000 SW 22ND CT SUITE 127D**
DAVIE FL 33317

County: **BROWARD**

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1520239**

Status: **Current,Active**

Licensure Date: **01/03/2012**

Expires: **08/31/2014**

Special Qualifications **Qualification Effective**
Construction Business **01/03/2012**

[View Related License Information](#)**[View License Complaint](#)**

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: **[Customer Contact Center](#) :: Customer Contact Center:
850.487.1395**

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged (\$2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of \$3.95 per transaction *if you select 'Debit Card'*. Thank you.

At this time, this site and the Tax Collector's Office are not able to accept payments for delinquent 2013 taxes for which a tax certificate was sold at auction. Payment in full with certified funds will be accepted for the redemption of issued tax certificates after June 9, 2014, after the tax certificate auction is reconciled and tax accounts are updated with additional statutory fees, penalties, and interest. The Tax Collector's Office and this website are not able to provide any updated balances until after June 9, 2014. When available, please verify your new balance due before remitting a redemption payment to avoid any shortage. Thank you.

2014 Details — Business Tax Account FLORIDA BRIDGE BUILDERS, INC

Business Tax Account #103122

Account details

Account history

2014	2013	2012
Paid	Paid	Paid

Account number: 103122
 Business start date: 10/04/2011
 Business address: FLORIDA BRIDGE BUILDERS, INC
 7000 SW 22 CT #127D
 DAVIE, FL 33317
 Physical business location: DAVIE

Owner(s): ROY ANDRES ARIAS
 7692 SW 45TH PL
 MIAMI, FL 33196
 Mailing address: FLORIDA BRIDGE BUILDERS, INC
 7000 SW 22 CT #127D
 DAVIE, FL 33317

- Print account application (PDF)
- Print exemption application (PDF)

Receipts And Occupations

Receipt 180-246147

CONTRACTORS
 GENERAL CONTRACTOR

10/01/2013–09/30/2014

Units: 2

Paid 2013-08-12 \$27.00
Receipt #02B-12-00000423

Additional documentation required: CGC1520239 State Certification OR Broward Cert. of Comp. (each year)

Florida Bridge Builders Equipment MAY 2014
50 Ton Rough Terrain Crane
Miller 8100 Concrete Machine
4 Ton Telehandler
Bobcat Skid Steer Loader
Barrier Wall Mold
2 - 2007 Chevy Truck
Construction Tools

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

"Notice" - shall mean written notice sent by certified United States Mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by

hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

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

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

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

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

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

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

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the Contract Documents and finds and has further determined that no conditions exist that would in any manner affect the Bid price and that the project can be completed for the Bid price submitted..

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

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

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

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

GC - 04 - CONTROL OF THE WORK - The Public Works Director shall have full control and direction of the Work in all respects. The Public Works Director and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Public Works Director may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Public Works Director so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Public Works Director, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Public Works Director, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

The Contractor shall keep the Public Works Director informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary

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

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

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

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

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

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

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost

increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC - 15 - JOB DESCRIPTION SIGNS - Contractor 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, six feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

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

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

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

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

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

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

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

guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

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

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

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

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

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

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

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

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

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

GC - 23 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

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 (2013), as may be amended or revised. The City may terminate this Contract 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 (2013), 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 has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

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

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

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

GC – 27 – PUBLIC RECORDS - Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SECTION 01001 - GENERAL REQUIREMENTS

PART 1 PROJECT DESCRIPTION

1.01 GENERAL

- A. A brief description of the Work is stated in the INVITATION TO BID. To determine the full scope of the project or any particular part of the project, coordinate the applicable information in these Contract Documents and review the available project drawings.
- B. The Work under this Contract shall be performed by the Contractor as required by the City of Fort Lauderdale (City). Work will be authorized by a Notice to Proceed (NTP) issued to the Contractor. The Contractor shall complete all work within the number of calendar days stipulated in the Contract unless an extension in the time of completion is granted by the CITY'S ENGINEER, as stated in the Instructions to Bidders. Upon satisfactory completion of the work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all work done.
- C. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.
- D. The Contractor shall become familiar with the existing operating conditions of the City's water system, sewage transmission system and pumping stations and take such into consideration in planning and scheduling work. No extra claims shall be made for work required to achieve conditions beyond those obtainable under normal operation of the existing transmission, collection and pumping facilities necessary to accomplish the Work.
- E. Contractor shall be required to submit Maintenance of Traffic (MOT)s for work in the county and state highways and City streets. Contractor shall coordinate with MOTs for nearby or highway work and obtain approval for all traffic control as required by the permits contained elsewhere in this Section.

PART 2 SEQUENCE OF OPERATIONS

2.01 SCHEDULING

- A. General: Prepare and submit schedule in accordance with the provisions of Section 01311, Construction Progress Documentation.
- B. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the CITY'S ENGINEER to develop an approved work schedule, which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times, and at no additional cost to the City. Do not make connections between existing work and new work until necessary

inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.

- C. No work shall be started until the Contractor has received approved shop drawings, established material/delivery dates for all equipment, and received approval of the construction schedule from the ENGINEER. The Contractor shall have sufficient manpower, equipment, and material to complete the project.
- D. No work shall commence without express consent of the CITY'S ENGINEER.
- E. If a privately owned staging area is required, no work shall commence until approval of the facility is obtained from City Planning and Zoning in accordance with Section 47-19.2 of the Unified Land Development Regulations. Submit a copy of the approval and agreement to the CITY'S ENGINEER.

2.02 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization shall be included in the lump sum price indicated in the Proposal for the project.

2.03 COORDINATION

- A. Contractor shall cooperate in the coordination of separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the CITY'S ENGINEER.

2.05 OPERATION OF EXISTING SYSTEM PROHIBITED

- A. At no time is the Contractor to undertake to close off any utility lines or open valves or take any other action, which would affect the operation of existing systems. The City's operations crew will operate all valves. Provide at least one business day notice to City prior to any operations.

PART 3 SITE CONDITIONS

3.01 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.

- B. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the City.

3.02 INFORMATION ON SITE CONDITIONS

- A. General: Information obtained by the CITY'S ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, as applicable, and similar data will be available for inspection at the office of the CITY'S ENGINEER upon request. Such information is offered as supplementary information only. The CITY'S ENGINEER does not assume any responsibility for the completeness or interpretation of such supplementary information.

3.03 UTILITIES

- A. The Contractor shall be responsible for determining and/or confirming, at his cost, the locations of all utilities within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.
- B. The Contractor shall contact potentially affected utilities as provided in Section 01060, Regulatory Requirements & Permits.
- C. The Contractor shall contact Sunshine State One Call at 811 or visit www.callsunshine.com at least 2 business days (10 business days for water crossings) prior to any excavation and make arrangements for locating all utilities in the project area.

3.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to utilities, telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor with the owner of the utility affected.
- B. Notify all utility offices, which are affected by the construction operation at least 2 business days in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits,

actions, or claims of any character brought because of any injuries or damage, which may result from the construction operations under this Contract.

- D. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the Work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. In the event the Contractor encounters water service lines or sewer laterals that interfere with trenching, he may, by obtaining prior approval of the property owner, and the CITY'S ENGINEER, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.
- G. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the City's Engineer.
- H. Telephone and communications drops and signal systems may extend throughout the project area. Properly located cable, conduit, interface equipment, pull or junction boxes and other signal or systems equipment damaged by the Contractor shall be replaced at the Contractor's expense.
 - a. Damaged cable shall be replaced as an entire run, from junction box to junction box.
 - b. Notify Broward County Engineering two business days in advance of the need to remove traffic detection loops.
 - c. Contractor shall verify marked cables and signal systems prior to excavation.

3.05 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the City. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the City of any damaged underground structure, and make repairs or replacements before backfilling.

- C. Without additional compensation, the Contractor may remove and shall replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the Contractor's operations.

3.06 EASEMENTS AND WORK ON PRIVATE PROPERTY

- A. Where portions of the work are located on public or private property, easements and permits will be obtained by the City, except as otherwise noted in these Specifications. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the City. It shall be the Contractor's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The Contractor shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the City or street rights-of-way, shall be the responsibility of the Contractor as specified herein. The Contractor shall provide immediate notice to the owner of any damage to fencing and provide temporary fencing as required to provide a functionally similar level of security. The Contractor shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the City's Engineer, the Contractor will be required to furnish the City with written releases from property owners or public agencies where side agreements or special easements have been made by the Contractor or where the Contractor's operations, for any reason, have not been kept within the construction right-of-way obtained by the City or the street right-of-way.
- B. The Contractor shall be responsible for all damage to private property where work related activities have occurred without proper easement or authorization. The City may withhold payment to the Contractor pending resolution of any claims by private owners.
- C. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the Contractor shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.
- D. Prior to removing an existing structure or item, provide written notice to the Owner at least 14 days in advance of the anticipated removal.
- E. The Contractor shall not engage in private construction activities within the project area without the presence of a contract with the private owner of the property containing a hold harmless clause protecting the City from any and all damages that occur during the performance of the privately authorized work.

PART 4 SAFETY AND CONVENIENCE

4.01 SAFETY AND ACCESS

- A. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the City's Engineer.
- B. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained, and in a fully operational state at all times.
- C. The Contractor shall notify all residences and businesses of planned construction at least 5 (five) business days prior to the start of work in the block where they are located. Such notices shall be brochures or door-hangers with sufficient information to describe the extent and duration of the planned work. Notification activities shall be coordinated with the CITY'S ENGINEER.
- D. Homeowners and business owners shall be provided reasonable access. The Contractor shall provide temporary sidewalks, bridges or driveway access, including safe passage over open excavations as required.

4.02 ACCIDENT REPORTS

- A. In addition, the Contractor must promptly report in writing to the CITY'S ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the ENGINEER.
- B. If a claim is made by anyone against the contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the CITY'S ENGINEER, giving full details of the claim.

4.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the work, and the Contractor shall provide proper facilities for such access and inspection.

4.04 PROTECTION OF PROPERTY

- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least two business days in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 2 hours, unless the Contractor has made special arrangements with the affected persons.

- B. The Contractor shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the CITY'S ENGINEER, and the City.

4.05 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

4.06 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the Owner's approval of MOT plan. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. MOT plans that result in restricted access for emergency vehicles must be submitted and approved 2 weeks prior to the proposed closing with separate and specific notification made to the ENGINEER to provide for appropriate agency coordination.
- B. The Contractor shall leave a night emergency telephone number or numbers with the police department, the Engineer, and the Owner, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.
- C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the U.S. Postal Service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

PART 5 PRESERVATION, RESTORATION, AND CLEANUP

5.01 SITE RESTORATION AND CLEANUP

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the Work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace excavated areas as specified in Section 02316, Excavation, raked and graded to conform to their original contours.

5.02 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain. Grassed areas shall be restored as specified.

5.03 HISTORIC PRESERVATION

- A. If the project work should uncover prehistoric or historic artifacts associated with Native American cultures, early colonial cultures, or American settlements, all project activities in the area shall cease immediately. The Contractor shall then coordinate with the historic preservation representative supplied by the owner.
- B. All such discoveries shall be reported to the Division of Historical Resources. Review and Compliance Section at (800) 847-7278.
- C. Project activities in the affected area cannot resume without authorization from the Division of Historic Resources.

PART 6 PERMITS

6.01 GENERAL

- A. City has prepared the following application for the Contractor to submit and obtain Permit:
 - 1. City of Fort Lauderdale Building Permit
- B. Permits to be obtained by the Contractor include, but are not limited to the following:
 - 1. Local and County Building permits.
 - 2. Local, County, and State contracting licenses.
 - 3. MOT approval from local, county, and state agencies as required.
 - 4. Tree removal, relocation and trimming permits.
- C. The Contractor shall comply with all applicable permit conditions.

END OF SECTION

SECTION 01005 - TECHNICAL PROVISIONS

PART 1 GENERAL

1.01 SCOPE

- A. Work under this contract includes furnishing materials, labor, tools equipment, supervision and incidentals necessary to construct infrastructure improvements.

1.02 ITEMS SPECIFIED ON DRAWINGS

- A. Items of material, equipment, machinery and the like may be specified on the Drawings and not in the Technical Specifications. The CONTRACTOR shall provide such items in accordance with the General Notes on the Drawings.

1.03 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- A. After completion of construction, the CONTRACTOR shall provide two sets of As-Built Drawings with all the As-Built information; all locations, coordinates, dimensions and elevations of the constructed facilities, certified, signed and sealed thereon by a Land Surveyor registered in the State of Florida. All elevations shall refer to N.G.V.D. 29 (National Geodetic Vertical Datum of 1929) and all state plane coordinates shall be NAD 83 (with 1990 adjustment). The cost of such field layout and recording work shall be the responsibility of the CONTRACTOR. The As-Built utility information shall meet the requirements of the City of Fort Lauderdale.

1.04 SALVAGE

- A. Any existing equipment or material, including but not limited to valves, pipes, fittings, couplings, etc., which is removed as a result of construction under this project may be designated as salvage by the CONTRACT ADMINISTRATOR, and if so, shall be delivered clean to the CITY at a location directed by the CONTRACT ADMINISTRATOR. Any equipment or material not worthy of salvaging shall be disposed of by the CONTRACTOR at a suitable location in accordance with all applicable regulations, ordinances and laws at no additional cost to the CITY.

1.05 POWER

- A. The CONTRACTOR shall furnish and pay for all electrical power required for the construction, testing and trial operation, prior to final acceptance by the CITY.

1.06 WATER SUPPLY

- A. All water required for testing, flushing, and construction shall be furnished by the CITY and paid for by the CONTRACTOR. The purchase price shall be the prevailing rate as published by the CITY. The quantity of water used shall be determined by reading the meter at the start and at the finish of construction. The CONTRACTOR shall make all arrangements and incur all expense involved in having the CITY furnish and install the necessary water meters. Each water service line shall be

provided with a vacuum relief or backflow preventer which shall meet the requirements of ASA A40.6, latest revision, and the local administrative authority.

1.07 MAINTENANCE

- A. The CONTRACTOR shall fully cooperate at all times with the CITY in order to maintain the operation of the existing water and/or sewer system with the least amount of interference and interruption possible. The schedule, plans and work of the CONTRACTOR shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.
- B. It may be necessary to interrupt the operation of the existing water and/or sewer system. In all cases where the CONTRACTOR must cause an interruption, CONTRACTOR shall prepare and submit to the CITY'S ENGINEER four (4) working days prior to commencing the work, a complete description of the proposed procedure and a time schedule, which CONTRACTOR will guarantee. At least forty-eight (48) hours prior to the time proposed for starting the work, the CITY'S ENGINEER will notify the CONTRACTOR whether or not the work will be permitted as proposed.
 - 1. The CITY'S ENGINEER reserves the right to require the CONTRACTOR to work 24 hours per day in all cases where, in ENGINEER'S opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.
 - 2. In no case will the CONTRACTOR be permitted to interfere with the existing system until all materials, supplies, equipment, tools and incidentals necessary to complete the work are on the site. Backup equipment on key equipment items shall be required on work necessitating interference with the existing system.

1.08 SITE RESTORATION

- A. The CONTRACTOR shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled, or stabilized areas of driveways, and including all obstructions not specifically named herein, shall be repaired, or replaced, as determined by the CITY'S ENGINEER. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

1.09 SANITARY FACILITIES

- A. The CONTRACTOR shall provide temporary facilities at the site as directed by the CITY'S ENGINEER.

1.10 STANDARDS

- A. Wherever in these TECHNICAL SPECIFICATIONS or in the drawings name and/or number refer to certain standards or regulations, the applicable publication shall be the latest revision thereof. Reference by abbreviation is made in accordance with the Section 01070, "Abbreviations of Institutions."

1.11 QUALITY OF ITEMS

- A. All material furnished for this project shall be new and unused. Any material, which has become excessively weathered or damaged since manufacture, shall not be considered as new. CITY'S ENGINEER shall be the sole judge as to what constitutes excessive weathering or damage.

1.12 TESTING

- A. The City of Fort Lauderdale Engineering Minimum Design and Construction Standards may require that materials and equipment supplied meet given standards and testing to demonstrate conformance to the standards is a part of those standards. The cost of these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.
- B. The CITY will select a recognized, independent testing laboratory to make tests on concrete, reinforcing steel, soils and other materials for the construction phase, which the CITY may decide to test for conformity with the TECHNICAL SPECIFICATIONS. The CONTRACTOR shall supply the necessary samples for this testing without cost to the CITY. The costs for actual testing shall be paid by the CITY except for tests which fail to meet the minimum specified tolerances set forth in the drawings and the TECHNICAL SPECIFICATIONS. The cost of the tests that fail will be charged to the CONTRACTOR by deducting the cost from the Contract price, or will be paid directly to the testing laboratory by the CONTRACTOR.
- C. Construction in areas where installation and restoration must satisfy the additional requirements of a local, state or federal authority may require testing to demonstrate conformance. The CONTRACTOR shall ascertain the extent of testing required by regulatory agencies within these areas. The CONTRACTOR is responsible for performing such tests, including but not limited to, tests of compaction, and all costs for these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.

1.13 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities must be crossed that the pipe may be deflected up to 75% of the manufacturer's recommended limits, but shall not exceed the allowable limits of the CITY. Adequate cover shall be used to adequately clear the obstruction. However, when in the opinion of the CITY'S ENGINEER, this procedure is not feasible CITY'S ENGINEER may direct the use of fittings to clear a utility crossing as detailed on the Drawings. The cost of such crossing including joint restraints shall be on the basis of the schedule of pay items applied.
- B. Deflections and adjustments of the proposed water and/or sewer mains to avoid all other existing utilities shall be verified/determined in the field during construction.

1.14 BASIS OF MEASUREMENT

- A. Where mains are to be paid for on a unit price per linear foot basis, the number of linear feet will be determined by measurement along the centerline of the pipe in place, including fittings. Square yardage will be determined by the actual number of square yards installed.

1.15 ADJUSTMENT AND RELOCATION OF EXISTING LINES

- A. When the drawings indicate that existing lines must be deflected, the pipe may be deflected up to 75% of the manufacturer's recommended limits but shall not exceed the allowable limits of the CITY. The CONTRACTOR will need to be directed by the ENGINEER. If the ENGINEER determines that the use of new pipe and fittings is required for deflection, the CONTRACTOR will be directed to use this method. The price for either method shall be based upon the unit prices bid. This does not apply to connections to existing system (Paragraph 1.17, this Section).

1.16 CONNECTION TO EXISTING SYSTEM

- A. The CONTRACTOR shall perform all work necessary to locate, excavate and prepare for connection to the existing mains as shown on the Drawings. The cost of this work and for the actual connection to the existing main shall be based upon the unit prices for installing the pipe and appurtenances and shall not result in any additional cost to the CITY. The cost of ductile iron sleeves shall be included in the fittings unit price.
- B. Additional valves used for the CONTRACTOR's convenience shall not be considered as an extra cost payable by the CITY for the tie-in to the existing system.
- C. During all phases of the work, (i.e. installation, testing and restoration), the CONTRACTOR shall ensure at all times the safe operation of the existing water and/or sewage systems. Service to the customers shall be maintained with the least amount of interference and interruption as possible.

1.17 RELOCATIONS

- A. The CONTRACTOR shall be responsible for the relocation of structures that are shown on the drawings, including, but not limited to, light poles, signs, fences, piping, conduits and drains that interfere with the proposed positioning of the water/sewer mains. The cost of all such relocations shall be included in the prices bid for the appropriate items.

1.18 UTILITIES

- A. Existing utilities are shown on the Drawings insofar as information is reasonably available; however, it will be the responsibility of the CONTRACTOR to preserve all existing utilities whether shown on the Drawings or not. If utility conflicts are encountered by the CONTRACTOR during construction, CONTRACTOR shall give sufficient notice to the CITY so that they may make the necessary adjustments. Damage to any utility, which in the opinion of the CITY is caused by carelessness on

the part of the CONTRACTOR shall be repaired at the expense of the CONTRACTOR.

1.19 GUARANTEE

- A. The CONTRACTOR shall guarantee the equipment, material and labor performed under the Contract against any and all failures in proper use and operation for a period of one (1) year from date of written acceptance by the CITY.
- B. The CONTRACTOR shall also obtain warranties from manufacturers for each piece of equipment furnished so that the manufacturer's warranty fully covers the equipment for a period of one (1) year from the date of written acceptance by the CITY, unless otherwise specified in the specifications.

1.20 PERFORMANCE OF WORK

- A. The CONTRACTOR shall provide all personnel and equipment required to complete all work specified herein and on the Drawings. In an emergency situation, if the CITY determines that it must provide staff and/or equipment to assist the CONTRACTOR in the satisfactory performance of the Contract terms and conditions, the CONTRACTOR at the applicable prevailing wage rates shall reimburse the CITY.
- B. CONTRACTOR shall provide forty-eight (48) hours advance written notice to the CITY for approval of CONTRACTOR'S intention to work overtime on weekdays or to work on the weekends.

1.21 BARRICADING (SAFETY)

- A. The CONTRACTOR shall be responsible for the furnishing and maintaining of all required barricades, either the lighted or the reflector type, to ensure the public's safety during open trench work or for any other potentially unsafe or hazardous construction activities. Barricades shall be located and displayed in conformance with the most stringent regulations required by the governing agencies. All costs for barricading, including any permits, shall be the responsibility of the CONTRACTOR.
- B. All work in public rights-of-way and on private property shall be done in strict compliance with these specifications and Florida Department of Transportation Minimum Standards. Failure to so comply will result in cessation of operations and the removal of project related obstructions from the right-of-way until compliance is achieved.

1.22 EMERGENCY ACCESS AND SECURITY

- A. In order to provide protection to the workers and residents, the CONTRACTOR shall maintain emergency access to the property at all times during construction. These access ways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the CITY with signage indicating that this access way is to be used by emergency vehicles only.
- B. No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written

permission from the ENGINEER, and it shall be the CONTRACTOR'S responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition, the CONTRACTOR shall provide a security guard at the site whenever the CONTRACTOR'S personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operating pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the CONTRACTOR shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The CONTRACTOR shall maintain and keep all safety barricades, signage, flashers, and detours, in operating condition. A copy of the approved MOT plans, and details, shall be on site at all times.

- C. All roads are to be maintained during the described construction as to always allow Emergency Access. This item will be paid for under the bid item for Mobilization as named in the Bid Schedule.

1.23 VIBRATORY COMPACTION

- A. The use of vibratory compaction equipment shall be limited to a total gross weight of three (3) tons. The use of vibratory equipment shall be limited to compacting backfill of utility trenches and subgrade of paved areas only. If approved in writing by the ENGINEER, larger vibratory compaction equipment may be allowed if operated in a static mode only.

1.24 REPORTING OF DAMAGE CLAIMS

- A. The CONTRACTOR shall keep the CITY informed of any damage claims made against the CONTRACTOR during the construction period. All claims for automobile damage, property damage/bodily injury will be reported to the CONTRACT ADMINISTRATOR within 24 hours of receipt of notice. CONTRACTOR will conduct a timely investigation of the claim and determine if they will honor the claim and/or report to their insurance carrier. CONTRACTOR will advise the City of Fort Lauderdale in writing of their decision/referral to carrier.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE

A. City: City of Fort Lauderdale

1. City's Representative/Engineer: *Alexander Scheffer, Senior Project Manager*, or designated representative.

1.03 NOTICE TO BIDDERS

- A. The successful bidder, in order to be considered responsive, must possess the appropriate License as described in the Contract Documents.
- B. It should also be noted that the successful bidder will, at the time of the pre-construction conference, be required to show that each of the CONTRACTOR'S subcontractors is in compliance with the City's Code of Ordinances.

1.04 SITE INVESTIGATION

- A. The CONTRACTOR, by virtue of signing the Contract, acknowledges that CONTRACTOR and all subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; disposal, handling and storage of materials; access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate the site conditions shall not be grounds for additional compensation.
- B. Soil boring information will not be furnished to the CONTRACTOR. The CONTRACTOR, by virtue of signing the Contract, acknowledges that CONTRACTOR and subcontractors have satisfied themselves as to the nature and extent of soil and (underground) water conditions on the project site. No additional payment will be made to the CONTRACTOR because of differences between actual conditions and those shown by the boring logs.

1.05 WORK BY OTHERS

- A. Concurrent Work by Other CONTRACTORS. The CONTRACTOR'S attention is directed to the fact that other CONTRACTORS may conduct work at the site during the performance of the WORK under this Contract. The CONTRACTOR shall conduct its operations so as to cause little or no delay to WORK of such other CONTRACTORS, and shall cooperate fully with such CONTRACTORS to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

- B. Interference with Work on Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.06 WORK SEQUENCE

- A. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of the parking lot and park facilities, roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, television and telephone. Prior to commencing with the WORK, CONTRACTOR shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities" and shall have obtained all required permits and permissions, CONTRACTOR shall also deliver written notice to the CITY, ENGINEER, and property occupants (private and public) of all planned disruption to roadway, driveways, temporary displacement of fences, mailboxes, street signs and traffic signs, and utilities 72 hours in advance of disruption.
- B. Because this parking lot will be partially open to the public at all times, it will be necessary to sequence portions of this project. The CONTRACTOR shall be responsible to coordinate construction activities with CONTRACTOR of adjacent phases and sections.

1.07 WORK SCHEDULE

- A. Time is of the essence in completing this project. Because time is of the essence the CONTRACTOR shall commit the necessary resources to this project to complete it in a timely manner. Those resources may include multiple working crews, working overtime, etc. Because time is of the essence, the CONTRACTOR'S construction progress will be monitored closely on a weekly basis. The Construction progress will be measured with the construction schedule submitted by the CONTRACTOR. If the ENGINEER determines that the CONTRACTOR does not meet the Critical Path Method (CPM) as specified in Section 01311, the CONTRACTOR will be required to commit those resources necessary to ensure the completion of the project in a timely manner including working overtime, adding other work crews, etc. All costs incurred to implement measure to complete the work in timely manner will be borne by the CONTRACTOR at no additional cost to the OWNER.

B. REQUIRED PERIODS OF WORK SUSPENSION

- 1. CONTRACTOR shall shut down operations for all City Holidays, terminating production work by noon on the day preceding the holiday (or the weekend before said holiday) and not resuming operations until the start of the following week (or the day after the holiday, whichever is later). The CONTRACTOR shall ensure that the site is restored per Sections 01001 and 01010 and all areas that are off limits to the public will be clearly delineated and protected. For a full list of holidays, please refer to the City, however these include, but are not limited to New Year's Eve and Day, Martin Luther King's Birthday, Memorial Day, the 4th of

July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas.

2. The CONTRACTOR shall include these provisions in the schedule required in 01311 and there shall be no additional time granted for these work suspensions.
3. No additional compensation shall be granted for demobilization, cleaning and remobilization as a result of these work suspensions.
4. During the work suspensions, the CONTRACTOR shall remain liable for the safety and security of the project site and be available 24 hours per the Contract Documents. CONTRACTOR shall have personnel visit the site daily during these suspensions to ensure the safety and security of the site.

C. SCHEDULE

1. CONTRACTOR shall submit scheduling information for the work as required in Section 01311 "Construction Progress Documentation".
2. No separate payment shall be made for preparation and/or revision of the schedule.

- D. On-Site Work Hours: Work hours shall be defined at the pre-construction meeting and shall comply with all permit conditions. Except otherwise indicated, work shall be performed during normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday. Overtime pay shall be required for off hour inspections as provided in the September 6, 2002 memo contained herein, with exceptions as modified by S.C. 5-99/5-101.

1.08 COMPUTATION OF CONTRACT TIME

- A. It is the CONTRACTOR'S responsibility to provide clear and convincing documentation to the ENGINEER as to the effect additional work will have with respect to additional contract time extension that may be justified. If additional quantities of work can be carried out concurrent with other existing construction activities without disrupting the critical path of the project then no contract time extension will be granted. The CONTRACTOR is obligated to provide documentation to the ENGINEER if additional elements of work affect the critical path of the project. If work set forth in the original scope of the project is deleted, the contract time may be reduced. This contract is a calendar day contract. While the CONTRACTOR may be granted time to suspend work operations for vacations or holidays, contract time will not be suspended. During suspensions, the CONTRACTOR shall be responsible for all maintenance of traffic and liability without additional compensation from the CITY.

1.09 CONTRACTOR USE OF PREMISES

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations. The CONTRACTOR will arrange for storage of materials and a copy of an agreement for use of other property shall be furnished to the ENGINEER.

1.10 PRE-CONSTRUCTION CONFERENCE

- A. After the award of Contract, a Pre-construction Work Conference will be held between the CONTRACTOR, the ENGINEER, the CITY, other interested Agencies, representatives of Utility Companies and others affected by the work. The ENGINEER will set the time and place of this conference. The CONTRACTOR shall bring to the conference a copy of the proposed work schedule for the approval by the ENGINEER of the proposed methods and manner of executing the work including sequences of operation and time schedule. The work shall be performed in accordance with such schedule or approved amendments thereto.

1.11 UTILITY LOCATIONS

- A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, the CITY does not guarantee that all lines are shown, or that said lines are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities and damages suffered as a result thereof.
- B. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. The CONTRACTOR shall pay for relocation of water mains or other utilities for the convenience of the CONTRACTOR. The CONTRACTOR shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the utility company involved.
- C. The CONTRACTOR shall schedule and coordinate their work in such a manner that they are not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- D. All overhead, surface, and underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be tolerated. The CITY reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the ENGINEER.
- E. The CONTRACTOR should be aware of the Sunshine State One Call Center, which has a free locating service for CONTRACTORS and excavators. Within forty-eight hours before excavating, dial toll free 1-800-432-4770, and a locator will be dispatched to the work location. CONTRACTOR shall reasonably notify other utility companies not notified by Sunshine State One Call Center.
- F. The permits listed below will be obtained for the project by the CITY prior to beginning construction. The CONTRACTOR is responsible for compliance with any and all permit conditions. In the event that the CITY must obtain permits in addition

to those listed below, the CONTRACTOR shall not have any claim for damages arising from any delay caused by the CITY'S obtaining said additional permits.

1. BCPERD: Surface Water Management Construction.

G. Permits to be obtained by the CONTRACTOR include, but are not limited to the following:

1. Tree removal, relocation and trimming permits.
2. Local, County, and State contracting licenses.
3. MOT approval from local, county, and state agencies as required.
4. City of Fort Lauderdale Building Permit.

1.12 LINE AND GRADE

A. The ENGINEER has provided vertical and horizontal control for layout of the work in the form of benchmarks and reference points located adjacent to the work. From these controls provided, the CONTRACTOR shall develop and make all detailed surveys needed for construction and shall establish all working points, lines and elevations necessary to perform the work. A Professional Land Surveyor registered in the State of Florida shall supervise this surveying work.

1.13 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

A. The CONTRACTOR shall carefully protect from disturbance all survey monuments, stakes and bench marks, whether or not established by CONTRACTOR, and shall not remove or destroy any surveying point until it has been properly witnessed by the ENGINEER. All major survey monuments that have been damaged by the CONTRACTOR such as section corners, 1/4 section corners, property corners or block control points shall be replaced at the CONTRACTOR'S expense with markers of a size and type approved by the ENGINEER. The replacement shall be under the supervision of a Florida Registered Land Surveyor where directed by the ENGINEER.

1.14 EQUIPMENT

A. All equipment necessary and required for the proper construction of all facilities shall be on the construction site, in first-class working condition.

1.15 STORAGE SITES

A. The CONTRACTOR shall furnish, at CONTRACTOR's expense, properly zoned areas suitable for field office, material storage and equipment service and storage. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. The CONTRACTOR shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

1.16 OWNERSHIP OF EXISTING MATERIALS

- A. All materials removed or excavated from the job site shall remain the property of the CITY until released by the Contract Administrator, at which time it shall become the property of the CONTRACTOR, who shall dispose of it in a manner satisfactory to the ENGINEER.

1.17 EXCESS MATERIAL

- A. Upon direction of the ENGINEER, all vegetation, debris, concrete or other unsuitable materials shall be disposed of in areas provided by the CONTRACTOR and approved by the ENGINEER. Any excess material desired to be retained by the CITY shall be delivered by the CONTRACTOR to a designated area within a 5-mile radius of the project, at no extra cost to the CITY.

1.18 AUDIO-VISUAL PRECONSTRUCTION RECORD

A. General:

1. The CONTRACTOR shall engage the services of a professional electrographer. A responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation shall prepare the color audio-video dvd's. The electrographer shall furnish to the ENGINEER a list of all equipment to be used for the audio-video recording i.e., manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by the electrographer are the names and addresses of two references that the electrographer has performed color audio-video recording for on projects of a similar nature within the last 12 months.
2. Prior to beginning the work, the CONTRACTOR shall have a continuous color audio-video recording taken along the entire length of the project to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the video covering the construction area by the ENGINEER. The ENGINEER shall have the authority to reject all or any portion of the videos not conforming to the specifications and order that it be redone at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. The ENGINEER shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

B. Digital Video Disk (DVD):

1. DVD's shall be new. Reprocessed dvd's will not be acceptable. They shall be interchangeable with the color dvd player and shall be compatible for playback with a standard player-receiver, DVD format. Any other format must be approved by ENGINEER.
2. CONTRACTOR shall provide the ENGINEER and the CITY with one complete set of dvd's for the project area.
3. In no case shall there be less than 6 inches between any two (2)-pipe lines within the structure or between pipelines and the structure.

1.21 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall furnish all labor and equipment and perform all work required for the prevention of environmental pollution during and as a result of the work under this contract. For the purpose of this contract, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants. Environmental pollution prevention shall be in accordance with NPDES requirements with no additional cost to the CITY.
- B. The CONTRACTOR shall follow all requirements as described in the Coastal Construction Control Line Permit.

1.22 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The CONTRACTOR shall provide all necessary traffic control devices in order to redirect, protect, warn or maintain existing vehicular and pedestrian traffic during the course of construction.

1. Construction Phasing Requirements

Contained within the design drawings are phasing plans for both the Overhead Utility Undergrounding and the Site Improvements. Should the CONTRACTOR wish to modify these plans, a revised plan may be proposed by CONTRACTOR at CONTRACTOR's cost. OWNER and ENGINEER will have ten (10) days to notify CONTRACTOR of comments, approval or rejection of said plan. Plans proposed for this purpose must decrease the overall net impact to the parking spaces and at no time can more than 50% of the parking spaces be unusable.

B. TRAFFIC CONTROL

- 1. The CONTRACTOR is required to submit a conceptual Traffic Control Plan at the Pre-Construction Conference. This preliminary plan should identify the phases of construction that the CONTRACTOR plans to proceed with and identify traffic flows during each phase. The ENGINEER will have ten (10) days to notify the CONTRACTOR of any comments. Once the conceptual plan for maintaining traffic has been approved, the CONTRACTOR will be required to submit a detailed plan showing each phase's Maintenance and Protection Plan prior to starting construction of any phase.
- 2. The "Maintenance of Traffic" plan shall include pedestrian traffic as well as vehicular traffic.

It shall be the responsibility of the CONTRACTOR for any necessary Construction, Pavement Marking and Signage or any Pedestrian Signalization and/or Signal Modification to accommodate an alternate safe walk route.

3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER.
4. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practical, be kept in condition for their intended uses. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within twenty (20) feet of any such hydrant.
5. All existing stop and street name signs will be maintained as long as deemed necessary by the ENGINEER.
6. The CONTRACTOR shall furnish a sufficient number of protective devices to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR provides the necessary protection.
7. Any time traffic is diverted for a period of time that will exceed one-work day temporary pavement markings will be required. Existing pavement markings that conflict with the new work zone traffic pattern must be obliterated. Painting over existing pavement markings (black out) is not permitted.

1.23 MAINTENANCE AND PROTECTION OF EXISTING DRAINAGE SYSTEM

- A. It shall be the responsibility of the contractor to maintain positive drainage on the surface and to ensure that the existing underground drainage system continues to function as intended during the construction of the new drainage system. The contractor shall submit a plan to maintain the existing drainage patterns and underground system for the approval of the CONSULTANT prior to beginning any work on the existing or new drainage systems. The cost of maintaining positive drainage and preparing the maintenance plan shall be included under maintenance of traffic and existing drainage system, of the Schedule of Prices Bid.

1.24 APPLICATION FOR PAYMENT FOR STORED MATERIALS

- A. Application for payment for stored materials may not be made by the CONTRACTOR.

1.25 SPECIAL CONDITIONS FOR CONSTRUCTION BY OTHER AGENCIES

- A. It will be the CONTRACTOR'S responsibility to coordinate construction schedules with other contractors so as to minimize disruptions, and inconveniences. The project site shall be safe at all times for construction workers and marina visitors.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01012 – NOT IN CONTRACT (N.I.C.) ITEMS

PART I GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Contract Requirements, and Division I - General Requirements shall govern the work under this section.

1.02 ITEMS TO BE PROVIDED UNDER SEPARATE CONTRACTS

- A. All items indicated on the Drawings as N.I.C. ITEMS, and any items listed in the proposal form as N.I.C. ITEMS.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUBMITTALS

- A. See Section 01340, Submittal Procedures, and all other references to document submittals. Submittals shall include, but are not limited to:
 - 1. Schedule of Values: Submit schedule on OWNER's form.
 - 2. Application for Payment.
 - 3. Final Application for Payment.

1.02 SCHEDULE OF VALUES

- A. Prepare a schedule of values for the Work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:
 - 1. Reflect schedule of values format included in conformed Bid Form.
 - 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
 - 3. Break down by Divisions 2 through 16 with appropriate subdivision of each Specification.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
- E. Summation of the complete schedule of values representing all the Work shall equal the Contract Price.

1.03 APPLICATION FOR PAYMENT

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

D. Preparation:

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

1.04 MEASUREMENT—GENERAL

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

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

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

1.05 PAYMENT

A. General:

1. Progress payments will be made monthly.
2. The date for CONTRACTOR's submission of monthly Application for Payment.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

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

1.07 MOBILIZATION

- A. See Section 01505, Mobilization, for payment limitations. All environmental compliance matters on sheets SP-1 and SP-2 shall be included in Mobilization.

- B. Payment for mobilization will be made at an allowance price named in the Bid Schedule. Payment for mobilization will be made in equal monthly amounts during the duration of the original contract time.

1.08 MAINTENANCE OF TRAFFIC (M.O.T.)

- A. See Section 01570, Traffic Regulations, and all other references to traffic control and maintenance, as well as parking control and maintenance in this document and any regulatory requirements.
- B. Payment for maintenance of traffic will be made at an allowance price named in the Bid Schedule. Payment for maintenance of traffic and parking activities will be made in equal monthly amounts during the duration of the original contract time.

1.09 DEMOLITION

- A. Measurement for payment to remove and dispose of existing hardscape elements will be based on a lump sum inclusive of all work on the C drawings.
- B. This lump sum payment for removal and disposal of existing hardscape elements as indicated on the Design Drawings shall constitute full compensation for the removal and disposal of all concrete, asphalt or structures. This includes, but is not limited to sidewalks, curbs, aprons, concrete collars, brick pavers, and all other miscellaneous concrete as directed by the ENGINEER. Existing structures will not be compensated under this line item.

1.10 PAVING AND DRAINAGE

- A. Measurement for payment to furnish and install drainage structures, inlets or top slabs, connections, and paving in addition to all required connections, modifications and cleaning of drainage facilities will be based on the line items provided for each item of work for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing, modifying or cleaning all drainage appurtenances in the design drawings which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

1.11 WATER AND SEWER

- A. Measurement for payment to furnish and install all water and sewer items will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all water and sewer items shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

1.12 STRUCTURES

- A. Measurement for payment to furnish and install all buildings, docks, sea walls and other structures, will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all buildings, docks, sea walls and other structures, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.13 AMENITIES

- A. Measurement for payment to furnish and install all amenities will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all amenities shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.14 LANDSCAPING

- A. Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.15 ELECTRICAL

- A. Measurement for payment to furnish and install all electrical equipment and conduits, will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all electrical equipment and conduits, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.16 PERMIT FEES

- A. Measurement for payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance for permit fee amounts shown on the bid schedule is an estimate of permit

fees required for the project and is a cost pass through item. The permit fees are based on allowances and OWNER will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the ENGINEER will be paid as part of this bid item.

- B. Because payment for permit fees will be paid as part of this bid item, payment for permit fees will not be paid as part of mobilization.

1.17 CONSIDERATION FOR INDEMNIFICATION (OWNER/ENGINEER)

- A. Measurement for payment for indemnification of the OWNER and ENGINEER will be based upon the lump sum named for such work, all in accordance with the requirements of the contract documents.
- B. Payment will be twenty-five dollars for consideration for indemnification named in the bid schedule and shall constitute full compensation for indemnifying the OWNER and ENGINEER as specified in the contract documents.

1.18 ALLOWANCE FOR FPL/COMCAST/AT&T

- A. Measurement for payment for FPL/COMCAST/AT&T fees will be based upon the actual fees required by the Utility, all in accordance with the Contract Documents. The allowance for FPL/COMCAST/AT&T fee amounts shown on the bid schedule is an estimate of FPL/COMCAST/AT&T fees required for the project and is a cost pass through item.
- B. Because payment for FPL/COMCAST/AT&T fees will be paid as part of this bid item, payment for FPL/COMCAST/AT&T fees will not be paid as part of mobilization.
- C. For payment to be granted under this line item, written approval from each utility shall be obtained and shall accompany the payment application. If written approval is not obtained, payment for this item will not be considered.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01031 – ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS

- A. Coordinate work of trades and schedule elements of alterations and renovation work by procedure and methods to expedite completion of the work.
- B. In addition to demolition and that specifically shown, cut, move or remove items necessary to provide access or to allow alterations and new work to proceed. Include such items as:
 - 1. Repair or removal of hazardous or unsanitary conditions.
 - 2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit and wiring.
 - 3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete, shall be removed from the site expeditiously.
 - 4. Cleaning of surfaces, and removal of surface finished as needed to install new work and finishes.
 - 5. Protection as required for existing trees to remain.
 - 6. For purposes of all existing underground utilities work, coordinate as required by use of special telephone number shown on engineering drawings.
 - 7. Site storage for all existing benches, signals, signs, light poles, fire hydrants, manhole covers and grates to be relocated.
- C. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a professional transition to adjacent new items of construction.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 ALTERATIONS, CUTTING AND PROTECTION

- A. Assign the work of moving, removal, cutting, patching and protection to trades qualified to perform the work in a manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.

- B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.
 - 1. Cut finish surfaces such as paving, masonry, tile, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division.
- C. Perform cutting and patching as specified in Section 01045.
- D. Protect existing finishes, equipment, and adjacent work which is scheduled to remain, from damage.
 - 1. Protect existing and new work from weather and extremes of temperature.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

- A. General Requirements that work be complete:
 - 1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
 - a. Generally Contract Documents will not define products or standards of working conduct present in existing construction; CONTRACTOR shall determine products in inspection and any necessary testing by use of the existing as a sample of comparison.
 - 2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed as necessary to make work complete and consistent to existing identical standards of quality.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. Patch and extend existing work using skilled mechanics who are capable of matching existing quality. Quality of patched or extended work shall be not less than that specified for new work.

3.02 DAMAGED SURFACES

- A. Patch and replace any portion of an existing finished surface with the exception of concrete curb or gutter which is found to be damaged, lifted, discolored, or shows other imperfections. Damaged curbing shall be replaced in sections as directed by the engineer.
 - 1. Provide adequate support of substrate prior to patching the finish.
 - 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.

3. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.

3.03 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or is finished flush with existing work, make a smooth transition. Patched work shall match existing adjacent work in texture and appearance so that the patch of transition is invisible at a distance of five feet.
 1. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

3.04 CLEANING

- A. Perform periodic and final cleaning as specified in Section 01710.
 1. Clean OWNER occupied areas daily.
 2. Clean spillage, overspray, and heavy collection of dust in OWNER occupied areas immediately.
- B. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.
- C. At completion of alterations work in each area, provide final cleaning and return space to a condition suitable for use by OWNER.

3.05 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work in this section. Payment for work shall be included in all other work.

END OF SECTION

SECTION 01045 – CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 SUBMITTALS

- A. Submit a written request to ENGINEER well in advance of executing any cutting or alteration, which affects:
 - 1. Work of the OWNER or any separate CONTRACTOR.
 - 2. Structural value of integrity of any element of the project.
 - 3. Integrity of effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the project.

2. Description of the affected work.
 3. The necessity for cutting, alteration or excavation.
 4. Effect on work of OWNER or any separate CONTRACTOR, or on structural or weatherproof integrity of project.
 5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate CONTRACTOR whose work will be affected.
- C. Should conditions of work or the schedule indicate a change of products from original installation, CONTRACTOR shall submit request for substitution as specified in Section 01600, paragraph 1.08.
- D. Submit written notice to ENGINEER designating the date and time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering the work, inspect conditions affecting installation of products, or performance of work.
- C. Report unsatisfactory or questionable conditions affecting installation of products, or performance of work.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

- B. Provide devices and methods to protect other portions of project from damage.
- C. Provide protection from elements for that portion of the project, which may be exposed by cutting and patching, work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods, which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods, which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified product, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the unit price bid of any item requiring cutting and patching, including pavement restoration.

END OF SECTION

SECTION 01050 – PROJECT MANAGEMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Special Project Procedures
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
 - 5. Requests for Information (RFIs).
- B. Related Sections include the following:
 - 1. Section 01200, "Project Meetings"
 - 2. Section 01311, "Construction Progress Documentation"
 - 3. Section 01340, "Submittal Procedures"
 - 4. Section 01700, "Contract Closeout "

1.03 DEFINITIONS

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

1.04 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

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

1.05 SUBMITTALS

- A. Key Personnel Names: Within 5 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.06 SPECIAL PROJECT PROCEDURES

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before

proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials.

- B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale. No scale measurements shall be used as a dimension for construction. Dimensions on all drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.
- C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.
 - 1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
 - 2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
- D. Plans and Specifications Acknowledgment by Subcontractors and Suppliers: All Subcontractors and Suppliers must submit, through the General Contractor to the City's Engineer, a statement on their individual letterhead stationary, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
 - 1. Has received or reviewed a FULL set of approved plans and specifications for the project,
 - 2. Is aware that items concerning their particular trade may be shown and/or detailed in other trades or sections of the plans and specifications, and
 - 3. Will comply with said plans, specifications and all applicable codes and permit requirements.
- E. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications,

the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.

- F. The Subcontractor will not be permitted to start work, nor will any Shop drawings/submittals be accepted for review from a supplier until this letter of acknowledgment is received and approved by the General Contractor and City's Engineer. Also, the City will not process any pay request for the work of any Subcontractor or Supplier whose acknowledgment letter is not on file with the City.

1.07 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. City Project Number
 - 2. City Project Name.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
12. Identify each page of attachments with the RFI number and sequential page number.
- C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City's Engineer's Office.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
 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 bi-weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. RFI number including RFIs that were dropped and not submitted.

4. RFI description.
5. Date the RFI was submitted.
6. Date Engineer's response was received.
7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01060 – REGULATORY REQUIREMENTS & PERMITS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall comply with all building codes appropriate to the project, including those of:
 - 1. National Electric Code.
 - 2. Florida Building Code. (Latest Revision)
- B. CONTRACTOR shall comply with these codes, laws, regulations, rules, directives of all agencies, boards, districts, and governmental bodies having jurisdiction.
- A. CONTRACTOR shall obtain and pay the cost of all building permits, fees, tie-in or connection charges associated with the project.
- D, The CONTRACTOR shall obtain construction permits from Broward County Planning and Environmental Regulation Division license(s) and Fort Lauderdale Building Department. Fort Lauderdale Building Permit will be available for pickup by CONTRACTOR once Notice to Proceed has been granted.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 MEASUREMENT AND PAYMENT

- A. CONTRACTOR shall be reimbursed for permit fees as described in Section 01025.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01070 – ABBREVIATIONS OF INSTITUTIONS

PART 1 GENERAL

1.01 GENERAL

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

1.02 ABBREVIATIONS

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association

BBC	Basic Building Code, Building Officials and Code Administrators International
BCPERD	Broward County Planning and Environmental Regulation Division
BCHCED	Broward County Highway Construction & Engineering Division
BCHD	Broward County Health Department
BCTED	Broward County Traffic Engineering Division
BCWRMD	Broward County Water Resource Management Division
BCWWS	Broward County Water & Wastewater Services Division
BHMA	Builders Hardware Manufacturer's Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
EPA	Environmental Protection Agency
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FM	Factory Mutual System
FPL	Florida Power & Light
FS	Federal Specifications
HI	Hydraulics Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association

NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastics Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SB	Southern Bell
SFWMD	South Florida Water Management District
SMA	Screen Manufacturers Association
SMACCNNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry, Inc.
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01090 – REFERENCE STANDARDS

PART 1 GENERAL

1.01 GENERAL

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

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.
- B. References herein to "Building Code" shall mean "Florida Building Code". References to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.

- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- D. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.
- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.03 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- 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 Contract 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 Contract 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.

1.04 REGULATIONS RELATED TO HAZARDOUS MATERIALS

- A. The CONTRACTOR is responsible that all work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products.
- B. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations must be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the OWNER.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01152 – APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

1.03 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.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. For items stored off-site include evidence of insurance or bonded warehousing.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as General Conditions expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.05 APPLICATIONS FOR PAYMENT

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.
- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
 1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
 2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach his partial release of lien.
 3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the asbestos contractor and the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.

- D. For each payment application requesting payment for undergrounding allowance for undergrounding work for overhead utilities, written authorization of payment from each utility being requested must be received with payment application.
- E. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- F. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- G. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- H. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
 - 1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
 - 2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- I. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final release of lien.
 - 3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Products list.
 - 5. Submittals Schedule (preliminary if not final).
 - 6. List of Contractor's staff assignments.
 - 7. Copies of building permits.
 - 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

9. Initial progress report.
 10. Report of preconstruction conference.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Evidence that claims have been settled.
 5. Final liquidated damages settlement statement.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01200 – PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. CITY's Representative shall schedule and administer a preconstruction meeting, progress meetings at a minimum of every two weeks on a day established by the CITY's Representative and specially called meetings throughout progress of the work.
 - 1. Prepare agenda for meetings.
 - 2. Distribute written notice of each meeting five (5) days in advance of meeting date.
 - 3. Make physical arrangements for meetings.
 - 4. Preside at meetings.
 - 5. Record the minutes; include significant proceedings and decisions.
 - 6. Reproduce and distribute copies of minutes within three days after each meeting.
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
 - c. Furnish three copies of minutes to CITY's Representative.
- B. Representative of CONTRACTOR, subcontractor and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. ENGINEER shall attend all meetings.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties, designated by CITY's Representative.
- C. Attendance:
 - 1. The CONTRACTOR and its superintendent.

2. CITY'S ENGINEER and CITY'S ENGINEER'S professional consultants.
 3. Resident Project Representative.
 4. Representatives of the OWNER.
 5. Major subcontractors.
 6. Major Suppliers.
 7. Governmental representatives as appropriate.
 8. Others as requested by CONTRACTOR, CITY or CITY'S ENGINEER.
- D. Suggested Agenda:
1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules.
 - c. Shop drawings and other submittals.
 - d. Traffic maintenance plan.
 - e. Community Public Relations.
 2. Critical work sequencing.
 3. Procurement of major equipment and materials requiring a long lead time.
 4. Project Coordination
 - a. Designation of responsible personnel.
 5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment
 6. Adequacy of distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. CITY's requirements.
 9. Construction facilities, controls and construction aids.

10. Temporary utilities.
11. Safety procedures.
12. Security procedures.
13. Housekeeping procedures.

1.04 PROGRESS MEETINGS

- A. Schedule regular biweekly meetings on a day established by the CITY's Representative as required.
- B. Hold called meetings as required by progress of the work.
- C. Location of the meetings: Project field office of CITY's Representative.
- D. Attendance
 1. CITY's Representative and CITY's professional consultants as needed.
 2. ENGINEER.
 3. Subcontractors as active on the site.
 4. Suppliers as appropriate to the agenda.
 5. Governmental representatives as appropriate.
 6. Others, as requested by CONTRACTOR, CITY or CITY'S ENGINEER.
- E. Suggested Agenda:
 1. Review, approval of minutes of previous meeting.
 2. Review of work progress since previous meeting.
 3. Field observations, problems, and conflicts.
 4. Problems, which impeded Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain projected schedule.
 7. Revisions to Construction Schedule.
 8. Progress, schedule, during succeeding work period.
 9. Coordination of schedules.

10. Community Public Relations.
11. Review submittal schedules; expedite as required.
12. Maintenance of quality standards.
13. Pending changes and substitutions.
14. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
15. Other business.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01311 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Section 01152 – Applications for Payment
 - 2. Section 01050 – Project Management
 - 3. Section 01340 – Submittal Procedures
 - 4. Section 01311 – Construction Photographs
 - 5. Section 01400 – Quality Control

1.03 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.

2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
 - C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
 - D. Event: The starting or ending point of an activity.
 - E. Float: The measure of leeway in starting and completing an activity.
 1. Float time is not for the exclusive use or benefit of either City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
 - F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
 - G. Milestone: A key or critical point in time for reference or measurement.
 - H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
 - I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.04 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.

5. Description of the Work covered.
 6. Scheduled date for Engineer's final release or approval.
- B. Preliminary Construction Schedule: Submit three opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- C. Preliminary Network Diagram: Submit three opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- E. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
- F. Daily Construction Reports: Submit two copies at monthly intervals.
- G. Material Location Reports: Submit two copies at monthly intervals.
- H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- I. Special Reports: Submit two copies at time of unusual event.

1.05 COORDINATION

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

PART 2 PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 20 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
- C. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 - 1. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following: The schedule shall clearly indicate the critical path and all activities associated with it. The dependencies shall be clearly delineated.
 - 2. All activities with a time duration exceeding five (5) days shall be shown as separate items.
 - 3. Include procurement process activities for the following long lead items and major items as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 4. Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.

5. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. City-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Use of premises restrictions.
 - b. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Fabrication.
 - e. Sample testing.
 - f. Deliveries.
 - g. Installation.
 - h. Tests and inspections.
 - i. Adjusting.
 - j. Curing.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion, and Certificate of Occupancy.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
1. Microsoft Project 2000 for Windows 2000 operating system.

2.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.04 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.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Emergency procedures.
 12. Orders and requests of authorities having jurisdiction.
 13. Change Orders received and implemented.
 14. Construction Change Directives received and implemented.
 15. Services connected and disconnected.
 16. Equipment or system tests and startups.
 17. Partial Completions and occupancies.
 18. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.05 SPECIAL REPORTS

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

PART 3 EXECUTION

3.01 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 Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, City Representative, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01340 – SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Section 01152, Applications for Payment
 - 2. Section 01050, Project Management
 - 3. Section 01311, Construction Progress Documentation
 - 4. Section 01340, Construction Photographs
 - 5. Section 01400, Quality Control
 - 6. Section 01700, Contract Closeout
 - 7. Section 01720, Project Record Documents
 - 8. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

1.03 DEFINITIONS

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

1.04 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. City reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough 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 10 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 10 days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by City.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Contractor.
 - d. Name and address of subcontractor.
 - e. Name and address of supplier.
 - f. Name of manufacturer.
 - g. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.

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

PART 2 PRODUCTS

2.01 ACTION SUBMITTALS

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

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

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. City will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. City will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or

equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number of Copies: Submit four copies of subcontractor list, unless otherwise indicated. City will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.02 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. City will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- H. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

- I. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- J. Construction Photographs: Comply with requirements specified in Section 01380.

PART 3 EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.02 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 taken, as follows:
 - 1. Approved as submitted
 - 2. Approved as noted
 - 3. Revise and resubmit
 - 4. Rejected.
- 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 are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 01380 – CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 GENERAL

- A. Employ competent photographer to take construction record photographs periodically, monthly at a minimum, during course of the work.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01720: Project Record Documents.

1.03 PHOTOGRAPHY REQUIRED

- A. Provide photographs taken on cutoff date for each scheduled application for Payment.
 - B. Provide photographs taken at each major stage of construction.
 - C. Provide photographs taken of change order work.
 - D. Provide five prints of each view.
 - E. Negatives:
 - 1. Remain property of photographer.
 - 2. Require that photographer maintain negatives for a period of two years from Date of Substantial Completion of entire Project.
 - 3. Photographer shall agree to furnish additional prints to OWNER and the ENGINEER at commercial rates applicable at time of purchase.

1.04 COSTS OF PHOTOGRAPHY

- A. CONTRACTOR shall pay costs for specified photography and prints.
- 1. Parties requiring additional photography or prints will pay photographer directly.

1.05 DIGITAL PHOTOGRAPHY

At OWNER and ENGINEER's discretion, digital photography may be used for all construction photographs except aerial progress photographs.

PART 2 PRODUCTS

2.01 PRINTS

A. Color:

1. Paper: Single weight, color print paper.
2. Finish: Smooth surface, glossy.
3. Size: 8-inch x 10-inch.

B. Identify each print on back, listing:

1. Name of Project.
2. Specific Location.
3. Date and time of exposure.
4. Name and address of photographer.
5. Photographer's numbered identification of exposure.

PART 3 EXECUTION

3.01 TECHNIQUE

A. Factual presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

B. Photographs shall include aerial photographs showing the entire construction area.

3.03 DELIVERY OF PRINTS

A. Deliver prints to the ENGINEER to accompany each Application for Payment.

B. Distribution of prints as soon as processed, is anticipated to be as follows:

1. OWNER (one set).
2. ENGINEER (two sets).
3. Project Record File (one set to be stored by CONTRACTOR).
4. CONTRACTOR (one set).

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of all other work.

END OF SECTION

SECTION 01400 – QUALITY CONTROL

PART 1 GENERAL

1.01 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.02 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.
- B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment, which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.03 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will insure the OWNER that the quality of the work is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

1.04 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:

1. OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.
2. The OWNER or independent firm will perform inspections, testings, and other services specified in individual specification sections and as required by the ENGINEER.
3. Reports will be submitted to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The CONTRACTOR shall cooperate with the OWNER or independent firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The CONTRACTOR shall notify ENGINEER 48 hours prior to the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be included in the Contract Price.
8. CONTRACTOR shall bear all costs should materials for testing are not ready for testing at time specified by CONTRACTOR for test.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 INSTALLATION

- A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION

SECTION 01410 – TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. OWNER will employ and pay for the services of an Independent Testing laboratory to perform certain specified testing: (All other required testing services under the Contract Documents shall be provided by the CONTRACTOR):
1. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 2. Employment of the laboratory by the OWNER for specific testing shall in no way relieve the CONTRACTOR's obligations to perform the work of the Contract as specified.
 3. OWNER shall pay only for initial testing. The cost of any retesting necessitated by failure of materials or methods shall be deducted from the CONTRACTOR's monthly payment request.
 4. The following tests will be provided by the OWNER.
 - a. Density
 - b. Proctor
 - c. Limerock Bearing Ratio (LBR)
 - d. Carbonate Content
 - e. Gradation
 - f. Plastic Index and Liquid Limit
 - g. Organic Content
 - h. Concrete Compressive Strength and Slump
 - i. Asphalt Extraction
- B. CONTRACTOR shall pay for all other testing including bacteriological testing.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.

1.03 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E-329.
- C. Authorized to operate in the state in which the project is located.

- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards.
 - b. Accepted values of natural physical constants.

1.04 LABORATORY DUTIES

- A. Cooperate with OWNER's Representative and CONTRACTOR; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify OWNER's Representative and CONTRACTOR of observed irregularities of deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to OWNER's Representative, OWNER, CONTRACTOR, and one copy to Record Document File. Each report shall include:
 - 1. Date issued.
 - 2. Project title, number and Parcel number.
 - 3. Testing laboratory name, address and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of fill product and specification section.
 - 9. Location of sample or test in the project.
 - 10. Type of inspection or test.

11. Results of tests and compliance with Contract Documents.

12. Interpretation of test results, when requested by OWNER's Representative.

E. Perform additional tests as required by the OWNER's Representative.

1.05 LIMITATION OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract documents.
2. Approve or accept any portion of the work.
3. Perform any duties of the CONTRACTOR.

1.06 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel and provide access to work.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes, which require control by the Testing Laboratory.

D. Furnish copies of Products test reports as required.

E. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at the project site or at the source of the product to be tested.
3. To facilitate inspections and tests.
4. For storage of test samples.

F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section. It shall be included in the price for all other work.

END OF SECTION

SECTION 01505 – MOBILIZATION

PART 1 GENERAL

1.01 GENERAL

A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:

1. Moving on to the site of all CONTRACTOR's equipment required for first month operations.
2. Installing temporary construction power, wiring, and lighting facilities.
3. Developing construction water supply.
4. Providing field office trailers for the CONTRACTOR, complete with all specified furnishings and utility services including telephones, telephone appurtenances, and copying machine.
5. Providing all on-site communication facilities, including telephones and radio pagers.
6. Providing on-site sanitary facilities and potable water facilities.
7. Arranging for and erection of CONTRACTOR's work, site access, and storage.
8. Obtaining all required permits (including Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) permits as needed).
9. Having all OSHA required notices and establishment of safety programs.
10. Having the CONTRACTOR's superintendent at the job site full time.
11. Submitting initial submittals.
12. Audio-Visual preconstruction record as described in Section 01010.
13. Project identification and signs.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof will be approved for payment under the Contract until all mobilization items listed in Paragraph 1.01.A. above have been completed as specified.

END OF SECTION

SECTION 01510 – TEMPORARY UTILITIES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Types: The types of utility services required for general temporary use at the project site include the following:

- Water service (potable for certain uses)
- Storm sewer
- Sanitary sewer
- Electric power service
- Telephone service

- B. It shall be the CONTRACTOR's responsibility to provide equipment that is adequate for the performance of the WORK under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safety and efficiently performing the required WORK, and shall be subject to inspection and approval by the OWNER's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.

1.02 JOB CONDITIONS

- A. Scheduled Uses: The CONTRACTOR shall, in conjunction with establishment of job progress schedule, establish a schedule for implementation and termination of service for each temporary utility or facility; at earliest feasible time, and when acceptable to OWNER and ENGINEER change over from use of temporary utility service to permanent service.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 INSTALLATION OF POWER DISTRIBUTION SYSTEM

- A. Power: The CONTRACTOR shall provide all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.

3.02 INSTALLATION OF LIGHTING

- A. Construction Lighting: All WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.

3.03 WATER SUPPLY

- A. General: The OWNER will furnish reasonable quantities of water required by the CONTRACTOR in performance of the WORK under the Contract; however, the CONTRACTOR shall provide all facilities necessary to convey the water from the OWNER-designated source to the points of use in accordance with the requirements of the Contract Document. The CONTRACTOR shall pay all permit and water charges.
- B. Potable Water: All drinking water on the site during construction shall be furnished by the CONTRACTOR and shall be bottled water or water furnished in acceptable metal dispensers. Notices shall be posted conspicuously throughout the site warning the CONTRACTOR's personnel that piped water may be contaminated.
- C. Water Connections: The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. The CONTRACTOR shall pay all permit and water charges.
- D. Removal of Water Connections: Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

3.04 INSTALLATION OF SANITARY FACILITIES

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of CONTRACTOR's employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wasted from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.

3.05 INSTALLATION OF FIRE PROTECTION

- A. Fire Protection: The construction of the WORK shall be connected with the CONTRACTOR's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the WORK, and responsible persons shall be designated and instructed in the operation such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

3.06 INSTALLATION OF COMMUNICATIONS

- A. Telephone Services: The CONTRACTOR shall provide and maintain at all time during the progress of the WORK not less than one telephone in good working order, at its own field construction office, at or near the site of the WORK included in the Contract. Each such telephone shall be connected to an established exchange for toll service and with all other telephones utilized by the CONTRACTOR.
- B. Telephone Use: The CONTRACTOR shall permit the ENGINEER, the OWNER, or their authorized representatives or employees free and unlimited use of said telephone facilities for all calls that do not involve published toll charges. Calls originated by the ENGINEER, the OWNER, their authorized representatives or employees who involve toll or the CONTRACTOR at the rates charged by the telephone company shall bill message unit charge to the OWNER.

3.07 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the lump sum price for Mobilization.

END OF SECTION

SECTION 01520 – CONSTRUCTION AIDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain required construction aids, remove on completion of work.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
 - 1. Refer to respective sections for particular requirements for each trade.
 - 2. Provide protective coverings for finished surfaces.
- B. Maintain facilities and equipment in first-class condition.

PART 3 EXECUTION

3.01 PREPARATION

- A. Consult with OWNER's Representative, review site conditions and factors which affect construction procedures and construction aids including adjacent properties and public facilities which may be affected by execution of the work.

3.02 GENERAL

- A. Comply with applicable requirements specified in sections of Division 2 through 4 (as applicable).
- B. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of OWNER and other Contractors employer at the site.

3.03 REMOVAL

- A. Completely remove temporary materials, equipment and services:
 - 1. When construction needs can be met by use of permanent construction.
 - 2. At completion of project.
- B. Clean, repair damage caused by installation or by use of temporary facilities.
 - 1. Remove foundations and underground installations for construction aids.
 - 2. Grade areas of site affected by temporary installations to required elevations and slopes, and clean the area.
- C. Restore permanent facilities used for temporary purposes to specified condition.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of all other work.

END OF SECTION

SECTION 01530 – PROTECTION OF EXISTING FACILITIES

PART 1 GENERAL

1.01 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.02 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the ENGINEER that the OWNER has secured authority from the proper party. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in the General Conditions of the Contract.

1.03 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey

or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed by the CONTRACTOR shall be accurately restored after all street or roadway resurfacing has been completed.

1.04 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement OWNER. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Properties: Wherever sidewalks or private properties and driveways have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or driveways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or driveways until the final restoration thereof has been made. The CONTRACTOR shall restore all private properties within thirty (30) days after a complaint is received by the OWNER.

1.05 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In the case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon

request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. OWNER's Right of Access: The right is reserved to the OWNER and to the OWNERS of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- E. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR.
- F. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra work contained in the General Conditions.
- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of the General Conditions.
- H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement OWNER and the ENGINEER before being concealed by backfill or other work.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the

ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

- J. Existing Water Services: CONTRACTOR shall protect and provide temporary support for existing water services. Any water service damaged by the CONTRACTOR, shall be replaced at the CONTRACTOR's expense, with a new water service complete with new water main tap.

1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at CONTRACTOR's own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the CONTRACTOR shall pay to the OWNER of said tree a compensatory payment acceptable to the tree OWNER, subject to the approval of the jurisdictional agency or OWNER. The size of the trees shall be not less than 1-inch diameter nor less than 6 feet in height.

1.07 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the OWNERS or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said OWNERS or agencies can be present during such work if they so desire. The CONTRACTOR shall also notify the Sunshine State One Call Center 1-800-432-4770 at least 2 days, but no more than 14 days, prior to such excavation.

PART 2 PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 FENCING

- A. Materials to CONTRACTOR's option, minimum fence height = 6 feet.

2.03 BARRIERS

- A. Materials to CONTRACTOR's option, as appropriate to serve required purpose.

PART 3 EXECUTION

3.01 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

3.02 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants adjacent to work areas.
- B. Consult with OWNER's Representative and remove agreed-on roots and branches which interfere with work.
 - 1. Employ qualified tree surgeon to remove branches, and to treat cuts.
- C. Protect root zones of trees and plants.
 - 1. Do not allow vehicular traffic and parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- D. Carefully supervise all work to prevent damage.
- E. Replace trees and plants which are damaged or destroyed due to work operations under this contract.

3.03 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by OWNER's Representative.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of all other work.

END OF SECTION

SECTION 01550 – SITE ACCESS AND STORAGE

PART 1 GENERAL

1.01 HIGHWAY LIMITATIONS:

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

1.02 TEMPORARY CROSSINGS:

- A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- B. Temporary Bridges: Wherever necessary, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.
- C. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR

to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.

- D. Traffic Control: For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of Broward County and the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).

The CONTRACTOR shall take all necessary precautions for the protection of the WORK and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the Florida Department of Transportation.

The CONTRACTOR shall submit 3 copies of a traffic control plan to the ENGINEER for approval a minimum of 2 weeks prior to construction. The ENGINEER reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the CONTRACTOR's expense.

The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

- E. Temporary Driveway Closure: The CONTRACTOR shall notify the OWNER or occupant (if not OWNER-occupied) of the closure of the driveways to be closed more than one eight-hour work day at least 3 working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the OWNER/occupant how long the work will take and when closure is to start. Total closure time shall not exceed 5 days.

1.03 CONTRACTOR'S WORK AND STORAGE AREA:

- A. The CONTRACTOR shall designate and arrange for the use of a portion of the property, adjacent to the WORK for its exclusive use during the term of the Contract as a storage and shop area for its construction operations relative to this Contract.
- B. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.
- C. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.

- 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning,

Caution, Poisonous, Toxic, flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
 3. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
 4. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the site.
 5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
 6. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.
- 1.04 PARKING:
- A. The CONTRACTOR shall:
 1. Provide temporary parking areas for ENGINEER and OWNER's use.
 2. The CONTRACTOR shall direct its employees to park in designated areas secured by the CONTRACTOR.
 3. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of Mobilization and of all other work.

END OF SECTION

SECTION 01560 – TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Provide and maintain methods, equipment, and temporary construction, as necessary, to provide controls over environmental conditions at the construction site and related area under CONTRACTOR's control; remove physical evidence of temporary facilities at completion of work.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 NOISE CONTROL

- A. Provide all necessary requirements for noise control during the construction period.
 - 1. Noise procedures shall conform to all applicable OSHA requirements and local ordinances having jurisdiction on the work.
 - 2. Noise levels during nighttime hours shall not exceed 55 db measured at the property line of a residence.

1.04 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

1.05 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the project, the site, or adjoining properties.
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
- B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface and water.
- C. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

1.06 PEST CONTROL

- A. Provide pest control as necessary to prevent infestation of construction or storage area.
 - 1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
 - 2. Should the use of pesticides be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to ENGINEER. Clearly indicate:
 - a. The area or areas to be treated.
 - b. The pesticide to be used, with a copy of the manufacturer's printed instructions.
 - c. The pollution preventative measures to be employed.
- B. The use of any pesticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

1.07 RODENT CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction or storage area.
 - 1. Employ methods and use materials, which will not adversely affect conditions at the site or on adjoining properties
 - 2. Should the use of rodenticide be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to OWNER's Representative. Clearly indicate:
 - a. the area or areas to be treated.
 - b. the rodenticide to be used, with a copy of the manufacturer's printed instructions.
 - c. the pollution preventative measures to be employed.
- B. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

1.08 DEBRIS CONTROL

- A. Maintain all areas under CONTRACTOR's control free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking area, or along access roads and haul routes.
 - 1. Provide containers for deposit of debris as specified in Section 01710 - Cleaning.
 - 2. Prohibit overloading of trucks to prevent spillage on access and haul routes.
 - a. Provide periodic inspection of traffic areas to enforce requirements.

- C. Schedule periodic collections and disposal of debris as specified in Section 01710 - Cleaning.
 - 1. Provide additional collections and disposal of debris whenever the periodic schedule is to prevent accumulation.

1.09 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids.
 - 1. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters.
 - 1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.

1.10 EROSION CONTROL

- A. Plan and execute construction and earthwork, by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas to prevent erosion and sedimentation.
 - 1. Hold the areas of bare soil exposed at one time to a minimum
 - 2. Provide temporary control measures such as berms, dikes and drains.
 - 3. Provide silt screens as required preventing surface water contamination.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays, which will erode.
- C. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.
- D. All erosion control procedures must comply with the National Pollutant Discharge Elimination System (NPDES).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

END OF SECTION

SECTION 01570 – TRAFFIC REGULATIONS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, on-site access roads, and parking areas.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or specified conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals or signs required to direct and maintain an orderly flow of traffic in all areas under CONTRACTOR's control, or affected by CONTRACTOR's operations.

1.04 FLAGPERSON

- A. Provide qualified and suitably equipped flag-person when construction operations encroach on traffic lanes, as required for regulation of traffic.

1.05 FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
 - 1. To clearly delineate traffic lanes and to guide traffic.
 - 2. For use of flag-person in directing traffic.
- B. Provide illumination of critical traffic and parking areas.
 - 1. Maintain free vehicular access to and through parking areas.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.06 HAUL ROUTES

- A. Consult with OWNER and governing authorities, establish public thoroughfares which will be used as haul routes and site access.
- B. Confine construction traffic to designated haul routes.

- C. Provide traffic control at critical areas of haul routes to expedite traffic flow, to minimize interference with normal public traffic.

1.07 EMERGENCY ACCESS

- A. In order to provide protection to the workers and residents, the Contractor shall maintain emergency access to all adjacent properties at all times during construction. If a road is required to be closed to vehicular traffic and the distance of the closure exceeds 150 feet between stabilized surfaces, or prevents access to properties for a distance that exceeds 150 feet, the Contractor shall provide a 10 foot wide stabilized access way on one side of the trench capable of supporting a Fire Truck. Contractor shall also provide stabilized access ways across the trench or unstabilized area a minimum of 6 feet in width at a spacing not to exceed 100 feet capable of supporting foot traffic. These access ways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the City of Fort Lauderdale and FDOT with signage indicating that this access way is to be used by emergency vehicles only.

No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the Engineer, and it shall be the Contractor's responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition the Contractor shall provide a security guard at the site whenever the Contractor's personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operation pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the contractor shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The contractor shall maintain and keep all safety barricades, signage, flashers, and detours, in operation condition. A copy of the approved MOT plans, and details, shall be on site at all times.

- B. Measurement and payment for security guard services shall be included in the utility pipe installation unit price. Measurement for temporary emergency access ways will be paid for under the specified line item at the unit price described in the bid schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement and payment for work under the section; it shall be included in the lump sum price bid for Maintenance of Traffic.

END OF SECTION

SECTION 01600 – MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the OWNER's Representative.
 - 3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to OWNER's Representative. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with OWNER's Representative for further instructions.
 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.
- 1.04 TRANSPORTATION AND HANDLING
- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site. Products shall be delivered to the job site on an "as needed" basis.
1. Deliver products in undamaged condition, in manufacturers' original containers or packaging, with identifying labels intact with legible markings.
 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
 3. Pipe and materials shall not be strung out along installation routes for longer than two (2) weeks prior to installation.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.
- C. Coordinate deliveries to avoid conflict with Work and conditions at site:
1. Work of other contractors, or OWNER.
 2. Limitations of storage space.
 3. Availability of equipment and personnel for handling products.
 4. OWNER's use of premises.
- D. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- E. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- F. Immediately on delivery, inspect shipment to assure:
1. Product complies with requirements of Contract Documents and reviewed submittals.
 2. Quantities are correct.

3. Containers and packages are intact, labels are legible.
 4. Products are properly protected and undamaged.
- G. Provide equipment and personnel necessary to handle products, including those provided by OWNER, by methods to prevent soiling or damage to products or packaging.
- H. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- I. Handle products by methods to prevent bending or overstressing.
- J. Lift heavy components only at designated lifting points.

1.05 STORAGE

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather-tight enclosures.
 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 3. Store unpacked products on shelves, in bins or in neat piles, accessible for inspection.
- B. Exterior Storage
1. Provide substantial platforms, blocking or skids to support fabricating products above ground, prevent soiling or staining.
 - a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 2. Store loose granular materials on solid surface such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
 - a. Provide surface drainage to prevent flow or ponding of rainwater.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.

1.06 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
1. State of storage facilities is adequate to provide required conditions.

2. Required environmental conditions are maintained on continuing basis.
3. Surfaces of products exposed to elements are not adversely affected.
 - a. Any weathering of products, coatings and finishes is not acceptable under requirements of Contract Documents.
- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

1.07 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.
 1. Cover projections, wall corners, and jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.
 2. Protect finished floors and stairs from dirt and damage.
 - a. In areas subject to foot traffic, secure heavy paper, sheet goods, or other materials in place.
 - b. For movement of heavy products, lay planking or similar materials in place.
 - c. Cover wall and floor surfaces in the vicinity of construction personnel activities and all finished surfaces used by construction personnel.
- D. Waterproofed surfaces
 1. Prohibit use of surfaces for traffic of any kind, and for storage of any products.
 2. When some activity must take place in order to carry out the Contract, obtain recommendations of installer for protection of surface.
 - a. Install recommended protection; remove on completion of that activity.
 - b. Restrict use of adjacent unprotected areas.
- E. Lawns and landscaping
 1. Prohibit traffic of any kind across planted lawn and landscaped areas.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

1.08 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Limitations on substitutions.

1. During bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this section.
2. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by Subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
3. Substitute products shall not be ordered or installed without written acceptance.
4. Only one (1) request for substitution for each product will be considered. When substitution is not accepted, provide specified product.

B. Products List

1. Within 15 days after Contract Date submit to ENGINEER a complete list of major products proposed to be used, with the name of the manufacturer and the installing Subcontractor.

C. Contractors Options

1. For products specified only by reference standard, select any product meeting that standard.
2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named or approved equal, which complies with the Specifications.
3. For products specified by naming one or more products or manufacturers and "or approved equal," CONTRACTOR must submit a request as for substitutions for any product or manufacturer not specifically named.

D. Substitutions

1. For a period of 15 days after Contract Date, ENGINEER will consider written request from CONTRACTOR for substitution of products.
2. Identify product by specification Section and Article Numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
3. List similar projects using product, dates of installation, and names of ENGINEER and OWNER.
4. List availability of maintenance services and replacement materials.

5. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities and performance of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance services, and source of replacement materials.
6. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
7. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
8. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute.
9. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
10. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
11. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR work, the work of its Subcontractors and of other Contractors, and shall effect such changes without cost to the OWNER.

E. Contractors Representation:

1. A request for a substitution constitutes a representation that CONTRACTOR:
 - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
 - b. Will provide the same guarantees or bonds for the substitution as for the product specified.

- c. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
- d. Waives all claims for additional costs, under CONTRACTOR'S responsibility, which may subsequently become apparent.

F. Submittal Procedures

- 1. Submit three (3) copies of request for substitution.
- 2. ENGINEER will review requests for substitutions with reasonable promptness, and notify CONTRACTOR, in writing, of the decision to accept or reject the requested substitution.
- 3. During the bidding period, ENGINEER will record acceptable substitutions in Addenda.
- 4. After award of Contract, ENGINEER will notify CONTRACTOR, in writing, of decision to accept or reject requested substitutions in Addenda.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

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

- B. Related Sections include the following:

1. Section 01152, Applications for Payment
2. Section 01380, Construction Photographs
3. Section 01720, Project Record Documents
4. Divisions 02 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 SUBSTANTIAL COMPLETION

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

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit list of all subcontractors including names, addresses (with zip code) and telephone numbers and dollar amount of work performed.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Prepare and submit Project Record Documents, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 5. Complete final cleaning requirements, including touchup painting.
 6. 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.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit final releases of lien from all subcontractors and suppliers
 3. Submit pest-control final inspection report and warranty.
- 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. Final payment will only be made after ALL unconditional release of liens from all subcontractors and suppliers are received by the City.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.

2. Include the following information at the top of each page:

- a. Project number.
- b. Project name
- c. Date.
- d. Name of Contractor.
- e. Page number.

1.06 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. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.
- C. Submit Certificate of Occupancy to the City's Engineer.

PART 2 PRODUCTS

3.01 MATERIALS

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

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Sweep concrete floors broom clean.
 - 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.
 - i. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - j. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 01710 – CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the General Conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- C. The OWNER's Representative reserves the right to direct the CONTRACTOR to remove waste materials
- D. Mechanical Sweeping: CONTRACTOR shall maintain on site a mechanical sweeping device for removing debris from existing, temporary and permanent pavement.

3.02 DUST CONTROL

- A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Polish glossy surfaces to a clear shine.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- E. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify the entire work is clean.
- F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this section.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

END OF SECTION

SECTION 01720 – PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.

1.03 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

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

2.02 RECORD SPECIFICATIONS

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

2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 2. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.04 MISCELLANEOUS RECORD SUBMITTALS

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

PART 3 EXECUTION

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction.

Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

- C. Record Documents of water, sewer and drainage must be provided for the General Contractor by a Professional Land Surveyor and must be satisfactory for approval by the OWNER and shall comply with the latest approved version of the CADD City Standards.
- D. Final pay request will not be processed until Record Documents have been completed and submitted to the City.

END OF SECTION

SECTION 02200 - SITE PREPARATION

PART 1 GENERAL

1.01 DEFINITIONS

- A. Interfering or Objectionable Material: Trash, rubbish, and junk; vegetation and other organic matter, whether alive, dead, or decaying; topsoil.
- B. Clearing: Removal of interfering or objectionable material lying on or protruding above ground surface.
- C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots greater than 2 inches caliper to a depth of 12 inches below subgrade.
- D. Scalping: Removal of sod without removing more than upper 3 inches of topsoil.
- E. Stripping: Removal of topsoil remaining after applicable scalping is completed.
- F. Project Limits: Areas, as specified, within which Work is to be performed.

1.02 QUALITY ASSURANCE

- A. Obtain Engineer's approval of staked clearing, grubbing, and stripping limits, prior to commencing clearing, grubbing, and stripping.

1.03 SCHEDULING AND SEQUENCING

- A. Prepare site only after adequate erosion and sediment controls are in place. Limit areas exposed uncontrolled to erosion during installation of temporary erosion and sediment controls.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Clear, grub, and strip areas actually needed for waste disposal, borrow, or site improvements within limits specified.
- B. Property obstructions which are to remain in-place, such as buildings, sewers, drains, water or gas pipes, bridges, etc., are to be carefully protected from damage.
- C. Do not injure or deface vegetation that is not designated for removal. All branches potentially interfering with construction operations shall be pruned prior to starting work and following approval of the Engineer and the City of Fort Lauderdale Urban Forester.

3.02 LIMITS

- A. As Follows, but not to Extend beyond Project Limits.
 - 1. Excavation Including Trenches: 5 feet beyond top of cut slopes or shored wall.
 - 2. Fill:
 - a. Clearing and Grubbing: 5 feet beyond toe of permanent fill.
 - b. Stripping and Scalping: 2 feet beyond toe of permanent fill.
 - 3. Waste Disposal:
 - a. Clearing: 5 feet beyond perimeter.
 - b. Scalping and Stripping: Not required.
 - c. Grubbing: Around perimeter as necessary for neat finished appearance.
 - 4. Overhead Utilities:
 - a. Clearing, Grubbing Scalping, and Stripping: Wherever grading is required, including borrow pits, ditches, etc.
 - 5. Other Areas: As shown.
- B. Remove rubbish, trash, and junk from entire area within Project limits.

3.03 TEMPORARY REMOVAL OF INTERFERING PLANTINGS

- A. Remove and store, as specified in Section 02930, Trees, Plants, and Ground Covers, shrubs and trees that are not designated for removal but do interfere with construction or could be damaged by construction activities.
- B. Photograph and document location, orientation, and condition of each plant prior to its removal. Record sufficient information to uniquely identify each plant removed and to assure accurate replacement.

3.04 CLEARING

- A. Clear areas within limits specified.
- B. Fell trees so that they fall away from facilities and vegetation not designated for removal.
- C. Cut stumps not designated for grubbing 12 inches below the ground surface.
- D. Cut off shrubs, brush, weeds, and grasses to within 2 inches of ground surface.

3.05 GRUBBING

- A. Grub areas within limits specified.

3.06 SCALPING

- A. Do not remove sod until after clearing and grubbing is completed and resulting debris is removed.

- B. Scalp areas within limits specified.

3.07 STRIPPING

- A. Do not remove topsoil until after scalping is completed.
- B. Strip areas within limits to minimum depths specified. Do not remove subsoil with topsoil.
- C. Stockpile strippings, meeting requirements of Section 02911, Soil Preparation, for topsoil, separately from other excavated material.

3.08 TREE REMOVAL OUTSIDE CLEARING LIMITS

- A. Remove Within Project Limits:
 - 1. Dead, dying, leaning, or otherwise unsound trees that may strike and damage Project facilities in falling.
 - 2. Trees designated by Engineer.
- B. Cut stumps off flush with ground, remove debris, and if disturbed, restore surrounding area to its original condition.

3.09 TREE TOPPING

- A. Top trees designated by Engineer so remaining portion will not strike facilities in falling. Where topping will remove more than 1/2 of a tree's crown, remove entire tree.
- B. Treat wounds resulting from topping in accordance with standard horticultural practice to preserve the natural character of the tree.

3.10 PRUNING

- A. Remove branches below the following heights:
 - 1. Sixteen feet above roadways and shoulders.
 - 2. Nine feet above sidewalks.
 - 3. Six feet above roofs.
- B. Prune only after planting and in accordance with standard horticultural practice to preserve the natural character of the plant. Perform in presence of the Engineer. Remove all dead wood, suckers, and broken or badly bruised branches. Use only clean, sharp tools. Do not cut lead shoot.

3.11 DISPOSAL

- A. Clearing and Grubbing Debris:
 - 1. Woody debris may be chipped. Chips may be sold to Contractor's benefit or used for landscaping onsite as mulch or uniformly mixed with topsoil,

provided that resulting mix will be fertile and not support combustion. Maximum dimensions of chipped material used onsite shall be 1/4-inch by 2 inch. Dispose of chips that are unsaleable or unsuitable for landscaping or other uses with unchipped debris.

2. Limit offsite disposal of clearing and grubbing debris to locations that are approved by federal, state, and local authorities, and that will not be visible from Project.

B. Scalpings: As specified for clearing and grubbing debris.

C. Strippings:

1. Dispose of strippings that are unsuitable for topsoil or that exceed quantity required for topsoil offsite or in waste disposal areas approved by Engineer.
2. Stockpile topsoil in sufficient quantity to meet Project needs. Dispose of excess strippings as specified for clearing and grubbing.

END OF SECTION

SECTION 02315 - FILL AND BACKFILL

PART 1 GENERAL

1.01 DEFINITIONS

- A. Prepared Ground Surface: Ground surface after completion of required demolition, clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and subgrade preparation.
- B. Completed Course: A course or layer that is ready for next layer or next phase of Work.
- C. Lift: Loose (uncompacted) layer of material.
- D. Geosynthetics: Geotextiles, geogrids, or geomembranes.
- E. Well-Graded:
 - 1. A mixture of particle sizes with no specific concentration or lack thereof of one or more sizes.
 - 2. Does not define numerical value that must be placed on coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters.
 - 3. Used to define material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.
- F. Influence Area: Area within planes sloped downward and outward at 60-degree angle from horizontal measured from:
 - 1. 1-foot outside outermost edge at base of foundations or slabs.
 - 2. 1-foot outside outermost edge at surface of roadways or shoulder.
 - 3. 0.5-foot outside exterior at spring line of pipes or culverts.
- G. Borrow Material: Material from required excavations or from designated borrow areas on or near site.
- H. Selected Backfill Material: Materials available onsite that Engineer determines to be suitable for specific use.
- I. Imported Material: Materials obtained from sources offsite, suitable for specified use.
- J. Structural Fill: Fill materials as required under structures, pavements, and other facilities.

- K. Embankment Material: Fill materials required to raise existing grade in areas other than under structures.

PART 2 PRODUCTS

2.01 EARTHFILL

- A. Excavated material from required excavations and designated borrow sites, free from rocks larger than 3 inches, from roots and other organic matter, ashes, cinders, trash, debris, and other deleterious materials.
- B. Material containing more than 10 percent gravel, stones, or shale particles is unacceptable.
- C. Provide imported material of equivalent quality, if required to accomplish Work.

2.02 GRANULAR FILL

- A. Use graded aggregate base material of uniform quality throughout, substantially free from vegetable matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 100.
- B. Aggregate is composed of limestone, marble, or dolomite.
- C. Use material retained on the No. 10 sieve composed of aggregate meeting the following requirements:
 - 1. Soundness Loss, Sodium, Sulfate: AASHTO T 104, 15 percent.
 - 2. Percent Wear: AASHTO T 96 (Grading A) 45 percent.

Sieve Size	Percent by Weight Passing
2 inch	100
1-1/2 inch	95 to 100
¾ inch	65 to 90
3/8 inch	45 to 75
No. 4	35 to 60
No. 10	25 to 45
No. 50	5 to 25
No. 200	0 to 10

2.03 WATER FOR MOISTURE CONDITIONING

- A. Free of hazardous or toxic contaminates, or contaminants deleterious to proper compaction.

2.04 FOUNDATION STABILIZATION ROCK

- A. General: Materials may be either limerock, shell rock, cemented coquina, or shell base sources approved by the Department.
- B. Specific Requirements for Limerock: For limerock, carbonates of calcium and magnesium shall be at least 70 percent. Materials having a plasticity index of more than ten or a liquid limit greater than 40 shall not be used as a stabilizer. The gradation of limerock shall be FDOT No. 57 stone or such that 97 percent of these materials will pass a 3-1/2 inch sieve.
- C. Crushed Shell: Crushed shell for this use shall be mollusk shell (i.e., oysters, mussels, clams, cemented coquina). Steamed shell will not be permitted.
 - 1. This shell shall Meet the Following Requirements:
 - a. Material having a plasticity index of more than ten or a liquid limit greater than 40 shall not be used as a stabilizer.
 - b. At least 97 percent by weight of the total material shall pass a 3-1/2 inch sieve and at least 50 percent by weight of the total material shall be retained on the No. 4 sieve.
 - c. Not more than 20 percent by weight of the total material shall pass the No. 200 sieve. The determination of the percentage passing the No. 200 sieve shall be by washing only.
 - d. In the event that the shell meets the above requirements without crushing, crushing will not be required.

PART 3 EXECUTION

3.01 GENERAL

- A. Keep placement surfaces free of water, debris, and foreign material during placement and compaction of fill and backfill materials.
- B. Place and spread fill and backfill materials in horizontal lifts of uniform thickness, in a manner that avoids segregation, and compact each lift to specified densities prior to placing succeeding lifts. Slope lifts only where necessary to conform to final grades or as necessary to keep placement surfaces drained of water.
- C. During filling and backfilling, keep level of fill and backfill around each structure and buried tank even.
- D. If Pipe, Conduit, Duct Bank, or Cable is to be Laid Within Fill or Backfill:
 - 1. Fill or backfill to an elevation 2 feet above top of item to be laid.
 - 2. Excavate trench for installation of item.
 - 3. Install bedding, if applicable, as specified in Section 02320, Trench Backfill.
 - 4. Install item.
 - 5. Backfill pipe zone and remaining trench, as specified in Section 02320, Trench Backfill, before resuming filling or backfilling specified in this Section.

- E. Tolerances:
 - 1. Final Lines and Grades: Within a tolerance of 0.1 foot, unless dimensions or grades are shown or specified otherwise.
 - 2. Grade to establish and maintain slopes and drainage as shown. Reverse slopes are not permitted.
- F. Settlement: Correct and repair any subsequent damage to structures, pavements, curbs, slabs, piping, and other facilities, caused by settlement of fill or backfill material.

3.02 BACKFILL UNDER AND AROUND STRUCTURES

- A. Under Facilities: Within influence area beneath structures, slabs, pavements, curbs, piping, conduits, duct banks, and other facilities, backfill with granular fill, unless otherwise shown. Place granular fill in lifts of 6-inch maximum thickness and compact each lift to a density of at least 100 percent of the maximum density as determined by AASHTO T99, Method C.

3.03 FILL

- A. Outside Influence Areas Beneath Structures, Pavements, Curbs, Slabs, Piping, and Other Facilities: Unless otherwise shown, place earthfill as follows:
 - 1. Allow for proper thickness of topsoil where required.
 - 2. Maximum 8-inch thick lifts.
 - 3. Place and compact fill across full width of embankment.
 - 4. Compact to a density of at least 80 percent of the maximum density as determined by AASHTO T99, Method C.
 - 5. For the outer layer of all fill where plant growth will be established, DO NOT COMPACT. Leave this layer in a loose condition to a minimum depth of 6 inches.
 - 6. Dress completed embankment with allowance for topsoil, crest surfacing, and slope protection, where applicable.

3.04 SITE TESTING

- A. Gradation:
 - 1. One sample from each 1,500 tons of finished product or more often as determined by Engineer, if variation in gradation is occurring, or if material appears to depart from Specifications.
 - 2. If test results indicate material does not meet Specification requirements, terminate material placement until corrective measures are taken.
 - 3. Remove material placed in Work that does not meet Specification requirements.
- B. In-Place Density Tests: In accordance with AASHTO T99, Method C. During placement of materials, test as follows:
 - 1. Earthfill: One test per 400 feet of pipe run.
 - 2. Granular Fill: One test per 400 feet of pipe run.

3. Foundation Stabilization Rock: One test per lift.

3.05 REPLACING OVEREXCAVATED MATERIAL

- A. Replace excavation carried below grade lines shown or established by Engineer as follows:
 1. Beneath Footings: Granular fill.
 2. Beneath Fill or Backfill: Same material as specified for overlying fill or backfill.
 3. Beneath Slabs-On-Grade: Granular fill.
 4. Trenches:
 - a. Unauthorized Overexcavation: Either foundation stabilization rock or granular pipe base material, as specified in Section 02320, Trench Backfill.
 - b. Authorized Overexcavation: Foundation stabilization rock.
 5. Permanent Cut Slopes (Where Overlying Area is Not to Receive Fill or Backfill):
 - a. Flat to Moderate Steep Slopes (3 to 1, Horizontal Run: Vertical Rise or Flatter): Earthfill.
 - b. Steep Slopes (Steeper than 3 to 1):
 - 1) Correct over-excavation by transitioning between over-cut areas and designed slope adjoining areas, provided such cutting does not extend offsite or outside easements and right-of-ways, or adversely impacts existing facilities, adjacent property, or completed Work.
 - 2) Backfilling overexcavated areas is prohibited unless, in Engineer's opinion, backfill will remain stable, and overexcavated material is replaced as compacted earthfill.

END OF SECTION

SECTION 02316 - EXCAVATION

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. Provide adequate survey control to avoid unauthorized over-excavation.

1.02 WEATHER LIMITATIONS

- A. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

1.03 SEQUENCING AND SCHEDULING

- A. Clearing, Grubbing, and Stripping: Complete applicable Work specified in Section 02200, Site Preparation, prior to excavating.
- B. Contractor shall call the utility companies 72 hours before excavation, see Section 01040, Coordination for each utility company phone number and contact person.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work. Excavate to within tolerance of plus or minus 0.1 foot except where dimensions or grades are shown or specified as maximum or minimum. Allow for forms, working space, granular base, topsoil, and similar items, wherever applicable. Trim to neat lines where concrete is to be deposited against earth.
- B. It shall be the Contractor's responsibility to notify business establishments and residents not less than 72 hours prior to construction. Contractor shall, wherever necessary, provide temporary sidewalks and driveway entrances at his own expense, including safe bridges over trenches and fencing around excavations for pedestrian protection.
- C. Provide adequate survey control to avoid unauthorized overexcavation. Do not overexcavate without written authorization of Engineer. If the Contractor excavates beyond the limits shown or specified, the Contractor shall replace such excavation at his own expense. Replace overexcavated material as specified in Section 02315, Fill and Backfill.
- D. Where muck, rock, clay, or other material within the limits of excavation is unsuitable in its original position, excavate such material to the cross-sections shown or specified. Backfill with suitable material and shape to the required cross-section.

E. Remove or protect obstructions as shown on the Drawings.

3.02 UNCLASSIFIED EXCAVATION

A. Excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

3.03 TRENCH WIDTH

A. Minimum Width of Trenches:

1. Single Pipes, Conduits, Direct-Buried Cables, and Duct Banks:
 - a. Less than 4-Inch Outside Diameter or Width: 18 inches.
 - b. Greater than 4-Inch Outside Diameter or Width: 18 inches greater than outside diameter or width of pipe, conduit, direct-buried cable, or duct bank.
2. Multiple Pipes, Conduits, Cables, or Duct Banks in Single Trench: 18 inches greater than aggregate width of pipes, conduits, cables, duct banks, plus space between.
3. Increase trench widths by thicknesses of sheeting, if used.
4. The maximum trench width shall not exceed the minimum stated width of the trench unless approved by the Engineer. Restoration for excavation beyond the minimum required width shall be at the Contractor's sole expense.

3.04 EMBANKMENT AND CUT SLOPES

- A. Shape, trim, and finish cut slopes to conform with lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceed 3-inch diameter and that are loose and may roll down slope. Remove exposed roots from cut slopes.
- C. Round tops of cut slopes in soil to not less than a 6-foot radius, provided such rounding does not extend offsite or outside easements and right-of-ways, or adversely impacts existing facilities, adjacent property, or completed Work.

3.05 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- C. Confine stockpiles to within easements, rights-of-way, and approved work areas. Do not obstruct roads, streets, public thoroughfares, or access to fire hydrants.

- D. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation sideslopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- E. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.

3.06 DISPOSAL OF SPOIL

- A. Dispose of excavated materials, which are unsuitable or exceed quantity needed for fill or backfill, offsite.
- B. Dispose of debris resulting from removal of underground facilities as specified in Section 02220, Demolition, for demolition debris.
- C. Dispose of debris resulting from removal of organic matter, trash, refuse, and junk as specified in Section 02200, Site Preparation, for clearing and grubbing debris.

END OF SECTION

SECTION 02319 - SUBGRADE PREPARATION

PART 1 GENERAL

1.01 DEFINITIONS

- A. Prepared Ground Surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and scarification and compaction of subgrade.
- B. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structure or base for floor slab.
- C. Proof-Rolling: Testing of subgrade by compactive effort to identify areas that will not support the future loading without excessive settlement.

1.02 QUALITY ASSURANCE

- A. Notify Engineer when subgrade is ready for compaction or proof-rolling or whenever compaction or proof-rolling is resumed after a period of extended inactivity.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Keep subgrade free of water, debris, and foreign matter during compaction or proof-rolling.
- B. Bring subgrade to proper grade and cross-section and uniformly compact surface.
- C. Do not use sections of prepared ground surface as haul roads. Protect prepared subgrade from traffic.
- D. Maintain prepared ground surface in finished condition until next course is placed.

3.02 COMPACTION

- A. Under Earthfill: Compact upper 6 inches to minimum of 80 percent of the maximum density as determined by AASHTO T99, Method C.
- B. Under Pavement , Floor Slabs On Grade, or Granular Fill Under Structures: Compact the upper 6 inches or as shown on the Drawings, to minimum of 100 percent of the maximum dry density as determined by AASHTO T180.

3.03 MOISTURE CONDITIONING

- A. Dry Subgrade: Add water, then mix to make moisture content uniform throughout.
- B. Wet Subgrade: Aerate material by blading, discing, harrowing, or other methods, to hasten drying process.

3.04 TESTING

- A. Proof-roll subgrade with equipment specified in Article Compaction to detect soft or loose subgrade or unsuitable material, as determined by Engineer.

3.05 CORRECTION

- A. Soft or Loose Subgrade:
 - 1. Adjust moisture content and recompact, or
 - 2. Over excavate as specified in Section 02316, Excavation, and replace with suitable material from the excavation, as specified in Section 02315, Fill and Backfill.
- B. Unsuitable Material: Over excavate as specified in Section 02316, EXCAVATION, and replace with suitable material from the excavation, as specified in Section 02315, Fill and Backfill.

END OF SECTION

SECTION 02481 - TREE RELOCATION AND PROTECTION

PART 1 GENERAL

1.01 WORK TO BE PERFORMED AND WORK INCLUDED

- A. Provide the Following:
 - 1. Protection and care of existing trees and palms to remain within the project boundaries.
 - 2. Labor, materials, equipment, and services to complete all protection work as shown on the Drawings, as specified herein, or both.

1.02 RELATED WORK

- A. Section 02315, Fill and Backfill.
- B. Section 02911, Soil Preparation.
- C. Section 02920, Sodding.

1.03 APPLICABLE STANDARDS AND SPECIFICATIONS

- A. Comply with the following standards and specifications for all materials, methods, and workmanship unless otherwise noted:
 - 1. Codes and Standards of the American Association of Nurserymen.
 - 2. Codes and Standards of the National Arborists Association.
 - 3. Codes and Standards of the International Society of Arboriculturists.

1.04 PERMITS

- A. The CONTRACTOR shall secure and pay for any permits, including tree relocation permits, required in order to complete the work under this Section.

1.05 DESCRIPTION

- A. Existing trees to remain shall be protected with barricades during construction. Trees or shrubs to remain which are scarred or destroyed shall be replaced at the direction of the City Forester with the same species, size, and quality at no cost to the City.

1.06 GUARANTEES

A. The Contractor Shall Guarantee His Work in the Following Way:

1. Any tree or palm that dies or is deemed in unacceptable condition for one year following final project acceptance shall be removed by the Contractor, including root ball, and backfilling of pit, at no cost to the Owner.
2. The Contractor shall provide a comparable specimen at no additional cost to the City.
3. The guarantee shall be enforced if it is deemed by the City Forester that tree mortality or decline is a product of negligence by the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXCAVATING NEAR EXISTING TREES

- A. Maintain a minimum 6-foot clearance from all tree trunks except palm trees.
- B. Use a 24-inch minimum depth saw cut in pavement or dirt/gravel roadway before start of excavation in areas where there are large trees close to the construction area. No coating application is required after saw cutting roots.

END OF SECTION

SECTION 02710 - LIMEROCK BASE

PART 1 GENERAL

1.01 DEFINITIONS

- A. Completed Course: Compacted, unyielding, free from irregularities, with smooth, tight, even surface, true to grade, line, and cross section.
- B. Completed Lift: Compacted with uniform surface reasonably true to cross-section.

PART 2 PRODUCTS

2.01 LIMEROCK BASE ROCK

- A. The material used in limerock base shall be material classified as Miami Oolite Formation.
- B. The minimum of carbonates of calcium and magnesium in the limerock shall be 70 percent. The maximum percentage of water-sensitive clay material shall be 3.
- C. Limerock material shall be uniform in color and not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantities as to be detrimental to the proper bonding, finishing, or strength of the limerock base.
- D. The limerock base shall be uniformly graded from coarse to fine with 97 percent passing a 3-1/2-inch sieve, 80 percent passing a 2-inch sieve. The fine material shall consist entirely of dust of fracture. All crushing or breaking up, which might be necessary in order to meet such size requirements, shall be done before the material is placed on the road.
- E. Physical Qualities:
 - 1. Liquid Limit, AASHTO T89: Maximum 35 percent.
 - 2. Nonplastic.
 - 3. Limerock material shall have an average limerock bearing ratio (LBR) value of not less than 100.

2.02 SOURCE QUALITY CONTROL

- A. Contractor: Perform tests necessary to locate acceptable source of materials meeting specified requirements.
- B. Final approval of aggregate material will be based on materials' test results on installed materials.

- C. Should separation of coarse from fine materials occur during processing or stockpiling, immediately change methods of handling materials to correct uniformity in grading.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. As specified in Section 02319, Subgrade Preparation.
- B. Obtain Engineer's acceptance of subgrade before placement of limerock base rock.
- C. Do not place base materials on soft, muddy subgrade.

3.02 EQUIPMENT

- A. Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For areas where the use of a mechanical spreader is not practicable, the Contractor may spread the rock using bulldozers or blade graders.

3.03 HAULING AND SPREADING

- A. Hauling Materials:
 - 1. The limerock shall be transported to the point where it is to be used and dumped on the end of the preceding spread.
 - 2. Do not haul over surfacing in process of construction.
 - 3. Loads: Of uniform capacity.
 - 4. Maintain consistent gradation of material delivered; loads of widely varying gradations will be cause for rejection.
- B. Spreading Materials:
 - 1. Distribute material to provide required density, depth, grade and dimensions with allowance for subsequent lifts.
 - 2. Produce even distribution of material upon roadway without segregation.
 - 3. Should segregation of coarse from fine materials occur during placing, immediately change methods of handling materials to correct uniformity in grading.

3.04 CONSTRUCTION OF COURSES

- A. General: Complete each lift in advance of laying succeeding lift to provide required results and adequate inspection.
- B. Limerock Base:
 - 1. Maximum Completed Lift Thickness: 6 inches or equal thickness.
 - 2. Completed Course Total Thickness: As shown.
 - 3. Spread lift on preceding course to required cross-section.

4. Lightly blade and roll surface until thoroughly compacted.
5. Blade or broom surface to maintain true line, grade, and cross-section.

C. Gravel Surfacing:

1. Maximum Completed Lift Thickness: 6 inches or equal thickness.
2. Completed Course Total Thickness: As shown.
3. Spread on preceding course in accordance with cross-section shown.
4. Blade lightly and roll surface until material is thoroughly compacted.

3.05 ROLLING AND COMPACTION

- A. Commence compaction of each layer of base after spreading operations and continue until density of 98 percent of maximum density has been achieved as determined by AASHTO T 180.
- B. Roll each course of surfacing until material shall not creep under roller before succeeding course of surfacing material is applied.
- C. Commence rolling at outer edges of surfacing and continue toward center; do not roll center of road first.
- D. When the material does not have the proper moisture content to ensure the required density, wet or dry, as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate as a unit, the entire width and depth of the course that is being compacted.
- E. Place and compact each lift to required density before succeeding lift is placed.
- F. Bind up preceding course before placing leveling course. Remove floating or loose stone from surface.
- G. Blade or otherwise work surfacing as necessary to maintain grade and cross-section at all times, and to keep surface smooth and thoroughly compacted.
- H. Surface Defects: Remedy surface defects by loosening and rerolling. Reroll entire area, including surrounding surface, until thoroughly compacted.
 1. Finished Surface: True to grade and crown before proceeding with surfacing.

3.06 SURFACE TOLERANCES

- A. Finished Surface of Base Course and Leveling Course: Within plus or minus 0.04-foot of grade shown at any individual point.
- B. Compacted Surface of Leveling Course: Within 0.04-foot from lower edge of 10-foot straightedge placed on finished surface, parallel to centerline.
- C. Overall Average: Within plus or minus 0.01-foot from crown and grade specified.

3.07 FIELD QUALITY CONTROL

A. In-Place Density Tests:

1. Construct base course so areas shall be ready for testing.
2. Allow reasonable length of time for Engineer to perform tests and obtain results during normal working hours.

3.08 CLEANING

- A. Remove excess material; clean stockpile areas of aggregate.

END OF SECTION

SECTION 02761 - PAVEMENT MARKING

PART 1 GENERAL

1.01 STANDARD SPECIFICATIONS

- A. When referenced in this section, shall mean Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition.

1.02 DELIVER, STORAGE, AND PROTECTION

- A. Packaging and Labeling: All coatings and traffic marking materials shall be shipped in strong containers plainly marked with the weight in pounds per gallon, the volume of coatings and traffic marking materials content in gallons, the color, user information, date of manufacture, LOT, batch and DOT code number. Each batch manufactured shall have a unique number. A true statement of the percentage composition of the pigment, the proportion of pigment to vehicle, and the name and address of the manufacturer, also shall be shown. The label shall warn the user of any special handling or precautions of the material, as recommended by the manufacturer. Any package not so marked will not be accepted for use under these Specifications.
- B. Storage: Any coatings and traffic marking materials which, although inspected and approved at the point of manufacture, hardens or livers in the containers so that it cannot be readily broken up with a paddle to a smooth, uniform painting consistency, will be rejected. All materials shall have a container storage life of one year from date of manufacture. Any coatings and traffic marking materials not acceptable for proper application will be rejected, even though it conforms to these Specifications in all other respects.
- C. Mixing: All paints except aluminum shall be delivered to the project completely mixed, and ready to be used without additional oil or thinner. Gasoline shall not be used for thinner under any circumstances.

PART 2 PRODUCTS

2.01 PAINT

- A. Color: White, yellow, or blue traffic paint meeting the requirements of Section 971 of the Standard Specifications.
- B. Homogeneous, easily stirred to smooth consistency, with no hard settlement or other objectionable characteristics during a storage period of 6 months.

2.02 THERMOPLASTIC STRIPING

- A. White or yellow thermoplastic striping material meeting the requirements of Section 971-17 of the Standard Specifications.

2.03 RAISED REFLECTIVE MARKERS

- A. Metallic or nonmetallic, or prismatic reflector type, of permanent colors retaining color and brightness under action of traffic.
- B. Rounded surfaces presenting a smooth contour to traffic. The minimum area of each reflective face shall be 2-1/2 inches squared.
- C. Marker and adhesive epoxy in accordance with ASTM D4280
- D. Markers shall meet the requirements of Section 970 (Class B) of the Standard Specifications.

2.04 GLASS SPHERES

- A. Glass spheres shall be of a composition designed to be highly resistant to traffic wear and to the effects of weathering.
- B. In accordance with AASHTO M247, Type I with moisture resistant coating or a formulation specified by the traffic striping material manufacturer and Section 971-14 of the Standard Specifications.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Cleaning:
 - 1. Thoroughly clean surfaces to be marked before application of pavement marking material.
 - 2. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water or a combination of these methods.
 - 3. Completely remove rubber deposits, surface laitance, existing paint markings, and other coatings adhering to pavement with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion.
 - 4. Scrub areas of old pavement affected with oil or grease with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application.
 - 5. Surfaces shall be completely free of dry dirt and ice, and dry of water at the time of application of any of the materials specified herein.
 - 6. Oil-Soaked Areas: After cleaning, seal with cut shellac to prevent bleeding through the new paint.
 - 7. Reclean surfaces when Work has been stopped due to rain.
 - 8. Existing Pavement Markings:
 - a. Remove existing pavement markings that may interfere or conflict with newly applied marking patterns, or that may result in a misleading or confusing traffic pattern.
 - b. Do not apply thermoplastic markings over existing preformed or thermoplastic markings.

- c. Perform grinding, scraping, sandblasting or other operations so finished pavement surface is not damaged.
- B. Pretreatment for Early Painting: Where early painting is required on rigid pavements, pretreat with an aqueous solution containing 3 percent phosphoric acid and 2 percent zinc chloride.
- C. New Concrete Pavement:
 - 1. Allow a minimum cure time of 30 days before cleaning and marking.
 - 2. Clean by either sandblasting or water blasting to the following results:
 - a. No visible evidence of curing compound on peaks of textured concrete surface.
 - b. No heavy puddled deposits of curing compound in valleys of textured concrete surface.
 - c. Remaining curing compound is intact, with loose and flaking material completely removed.
 - d. Peaks of textured pavement surface are rounded in profile and free of sharp edges and irregularities.
 - 3. Allow a minimum drying time of 24 hours after water blasting before applying thermoplastic markings.

3.02 ALIGNMENT FOR MARKINGS

- A. The Contractor shall be responsible for all measurements, reference points and marks, string lining, and any other steps required in establishing pavement marking locations and alignment. On tangents and on curves up to 1 degree, the alignment of the marking shall not deviate from the string line by more than 1 inch. On curves exceeding 1 degree, the maximum permissible deviation shall be 2 inches. All alignment width and location shall conform to the details shown on the Drawings.

3.03 PAINT APPLICATION

- A. General:
 - 1. Thoroughly mix pigment and vehicle together prior to application, and keep thoroughly agitated during application.
 - 2. Do not add thinner.
 - 3. Apply only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Maintain paint temperature within these same limits.
 - 4. Apply only when surface is dry.
 - 5. Do not apply when conditions are windy to the point of causing overspray or fuzzy line edges.
 - 6. New Asphalt Pavement: Allow a minimum pavement cure time as recommended by the manufacturer before applying paint.
 - 7. Provide guide lines and templates to control paint application.
 - 8. Take special precautions in marking numbers, letters, and symbols.
 - 9. Sharply outline edges of markings and apply without running or spattering.

- B. Rate of Application:
 - 1. Reflective Markings:
 - a. Paint: Apply evenly, 105 plus or minus 5 square feet per gallon.
 - b. Glass Beads: Apply uniformly, 6 plus or minus 0.5 pounds of glass spheres per gallon of paint.
 - 2. Nonreflective Markings: Apply paint evenly to pavement surface at a rate of 105 plus or minus 5 square feet per gallon.
 - 3. On new pavement or new asphalt surface treatments, apply two coats of paint at a uniform rate of 210 square feet per gallon.
- C. Drying:
 - 1. Provide maximum drying time to prevent undue softening of bitumen and pickup, displacement, or discoloration by traffic.
 - 2. If drying is abnormally slow, discontinue painting operations until cause is determined and corrected.

3.04 THERMOPLASTIC MARKING APPLICATION

- A. Following specified surface preparation, prime and apply marking and glass beads to provide a reflectorized strip as shown on Drawings.
- B. The material shall be applied to the pavement by the extrusion method only, wherein one side of extrusion shaping die is the pavement and the other sides are formed by suitable equipment for heating and controlling the flow of the material.
- C. Application Temperatures:
 - 1. Pavement Surface: Minimum 40 degrees F and rising.
 - 2. Thermoplastic: Minimum 375 degrees F, maximum 425 degrees F.
- D. Primer:
 - 1. On portland cement concrete and existing asphalt pavements, apply epoxy resin primer/sealer according to the thermoplastic manufacturer's recommendations.
 - 2. All primer/sealer to dry prior to applying thermoplastic.
- E. Thermoplastic Marking:
 - 1. Extrude in a molten state, free of dirt or tint. at a thickness of 0.10 to 0.15 inch for lane lines and 0.07 to 0.10 inch for edge or other lines in accordance with FDOT 711-4.3.
 - 2. Apply centerline, skipline, edgeline, and other longitudinal type markings with a mobile applicator.
 - 3. Apply special markings, crosswalks, stop bars, legends, arrows, and similar patterns with a portable, extrusion-type applicator.
- F. Glass Bead Application:

1. Immediately after marker application, mechanically apply such that the beads are held by and imbedded in the surface of the molten material.
 2. Application Rate: One pound per 20 square feet of compound.
- G. Cool completed marking to ambient temperature prior to allowing vehicular traffic.

3.05 INSTALLATION OF RAISED REFLECTIVE MARKERS

- A. Apply markers to the bonding surface using bituminous adhesives only.
- B. Apply the adhesive to the binding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- C. Align markers carefully, projecting no more than 3/4-inch above level of pavement. Reflective face of the marker shall be perpendicular to a line parallel to the roadway centerline. Do not install markers over longitudinal or transverse joints of the bonding surface.
- D. Spacing: As shown on the Drawings.
- E. Immediately remove excess adhesive from the bonding surface and exposed surface of the marker.
- F. Use only a mineral spirits meeting Federal Specifications TT-T-291 to remove adhesive from exposed faces of markers.

3.06 GLASS BEAD APPLICATION

- A. Apply immediately following application of paint.
- B. Use evenly distributed, drop-on application method.
- C. Rate: 10 pounds per gallon of paint.

3.07 PROTECTION

- A. The CONTRACTOR shall erect adequate warning signs and/or provide sufficient number of flagmen, and take all necessary precautions for the protection of the materials and safety of the public.
- B. Protect surfaces from disfiguration by paint spatters, splashes, spills, or drips.

3.08 CLEANUP

- A. Remove paint spatters, splashes, spills, or drips from Work and staging areas and areas outside of the immediate Work area where spills occur.

END OF SECTION

SECTION 02771 - CONCRETE CURBS AND SIDEWALKS

PART 1 GENERAL (NOT USED)

PART 2 PRODUCTS

2.01 EXPANSION JOINT FILLER

- A. 1/2-inch thick, preformed asphalt-impregnated, expansion joint material meeting AASHTO M153 Type I, II, or III, or AASHTO M213, or cellulose fiber types meeting the requirements of AASHTO M213, except the asphalt content is acceptable provided they contain minimum of 0.2 percent copper pentachlorophenate as a preservative and 1 percent water proofing wax.

2.02 CONCRETE

- A. Ready-mixed meeting ASTM C94, Option A, with compressive strength of 3,000 psi at 28 days.
- B. Maximum Aggregate Size: 1-1/2 inch.
- C. Slump: 2 to 4 inches.

2.03 CURING COMPOUND

- A. Liquid membrane-forming, clear or translucent, suitable for spray application and meeting ASTM C309, Type 1.

PART 3 EXECUTION

3.01 FORMWORK

- A. Lumber Materials:
 - 1. 2-inch dressed dimension lumber, or metal of equal strength, straight, free from defects that would impair appearance or structural quality of completed curb and sidewalk.
 - 2. 1-inch dressed lumber or plywood may be used where short-radius forms are required.
- B. Metals: Steel in new undamaged condition.
- C. Setting Forms:
 - 1. Construct forms to shape, lines, grades, and dimensions.
 - 2. Stake securely in place.
- D. Bracing:
 - 1. Brace forms to prevent change of shape or movement resulting from placement.

2. Construct short-radius curved forms to exact radius.
- E. Tolerances:
1. Do not vary tops of forms from gradeline more than 1/8 inch when checked with 10-foot straightedge.
 2. Do not vary alignment of straight sections more than 1/8 inch in 10 feet.

3.02 PLACING CONCRETE

- A. Prior to placing concrete, remove water from excavation and debris and foreign material from forms.
- B. Place concrete as soon as possible, and within 1-1/2 hours after adding cement to mix without segregation or loss of ingredients, and without splashing.
- C. Place, process, finish, and cure concrete in accordance with applicable requirements of ACI 304, and this section. Wherever requirements differ, the more stringent shall govern.
- D. To compact, vibrate until concrete becomes uniformly plastic.
- E. All edges shall be smooth and rounded.

3.03 SIDEWALK CONSTRUCTION

- A. Thickness:
 1. 4 inches in walk areas.
 2. 6 inches in driveway and commercial areas.
- B. Connection to Existing Sidewalk:
 1. Remove old concrete back to an existing contraction joint.
 2. Clean the surface.
 3. Apply a neat cement paste immediately prior to placing new sidewalk.
- C. Expansion Joints: Place at maximum 20-foot intervals, at adjacent curb expansion joint, where sidewalk ends at curb, and around posts, poles, or other objects penetrating sidewalk. Install expansion joint filler at each joint.
- D. Contraction Joints:
 1. Provide transversely to walks at locations opposite contraction joints in curb.
 2. Dimensions: 3/16-inch by 1-inch weakened plane joints.
 3. Construct straight and at right angles to surface of walk.
- E. Finish:

1. Broom surface with fine-hair broom at right angles to length of walk and tool at edges, joints, and markings.
2. Ensure that the surface variations are not more than ¼ inch under a 10-foot straightedge, or more than 1/8 inch on a 5-foot transverse section.
3. Mark walks transversely at 5-foot intervals, or in pattern shown on Drawings, with jointing tool; finish edges with rounded steel edging tool.
4. Apply curing compound to exposed surfaces upon completion of finishing.
5. Protect sidewalk from damage and allow to cure for at least 7 days.

END OF SECTION

SECTION 02911 - SOIL PREPARATION

PART 1 GENERAL

1.01 SEQUENCING AND SCHEDULING

- A. Rough grade areas to be planted or seeded prior to performing Work specified under this Section.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. General: Uniform mixture of 50 percent sand and 50 percent muck in a loose friable condition, free from objects larger than 1-1/2 inches maximum dimension, and free of subsoil, roots, grass, other foreign matter, hazardous or toxic substances, and deleterious material that may be harmful to plant growth or may hinder grading, planting, or maintenance.
- B. Textural Amendments: Amend as necessary to conform to required composition.
- C. Source: Import topsoil if onsite material fails to meet specified requirements or is insufficient in quantity.

2.02 SOURCE QUALITY CONTROL

- A. Topsoil Analysis/Testing: Performed by county or state soil testing service or approved certified independent testing laboratory.
- B. Should soil tests prove the topsoil to alkaline or above the accepted minimum for salt content, the topsoil shall be removed and replaced by acceptable material at Contractor's expense.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. The subgrade shall be 4 inches lower than finished grade with 2 inches of topsoil added to sod areas.
- B. Scarify subgrade to minimum depth of 6 inches where topsoil is to be placed.
- C. Remove stones over 2-1/2 inches in any dimension, sticks, roots, rubbish, and other extraneous material.
- D. Limit preparation to areas which will receive topsoil within 2 days after preparation.

3.02 TOPSOIL PLACEMENT

- A. Topsoil Thickness:
 - 1. Sodded Areas: 2 inches.
 - 2. Planting Beds: 6 inches.
- B. Do not place topsoil when subsoil or topsoil is excessively wet or otherwise detrimental to the Work.
- C. Mix soil amendments with topsoil before placement or spread on topsoil surface and mix thoroughly into entire depth of topsoil before planting or seeding.
- D. Uniformly distribute to within 1/2-inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade.
- E. Remove stones exceeding 1-1/2 inches, roots, sticks, debris, and foreign matter during and after topsoil placement.
- F. Remove surplus subsoil and topsoil from site. Grade stockpile area as necessary and place in condition acceptable for planting or seeding.

END OF SECTION

SECTION 02920 – SODDING

PART 1 GENERAL

2.01 DEFINITIONS

- A. Maintenance Period: Begin maintenance immediately after each area is planted (sod) and continue for a period of 8 weeks after all planting under this Section is completed.
- B. Satisfactory Stand:
 - 1. Grass or Section of Grass that has:
 - a. No bare spots larger than 3 square feet.
 - b. Not more than 10 percent of total area with bare spots larger than 1 square foot.
 - c. Not more than 15 percent of total area with bare spots larger than 6 square inches.

2.02 DELIVERY, STORAGE, AND PROTECTION

- A. Sod:
 - 1. Do not harvest if sod is excessively dry or wet to the extent survival may be adversely affected.
 - 2. Harvest and deliver sod only after laying bed is prepared for sodding.
 - 3. Roll or stack to prevent yellowing.
 - 4. Deliver and lay within 24 hours of harvesting.
 - 5. Keep moist and covered to protect from drying from time of harvesting until laid.

2.03 WEATHER RESTRICTIONS

- A. Perform Work under favorable weather and soil moisture conditions as determined by accepted local practice.

2.04 SEQUENCING AND SCHEDULING

- A. Prepare topsoil as specified in Section 02911, Soil Preparation, before starting Work of this Section.
- B. Complete Work under this Section within 10 days following completion of soil preparation.
- C. Notify Engineer at Least 3 Days in Advance of:
 - 1. Each material delivery.
 - 2. Start of planting activity.

- D. Planting Season: Those times of year that are normal for such Work as determined by accepted local practice.

2.05 MAINTENANCE SERVICE

- A. Contractor: Perform maintenance operations during maintenance period to include:
 - 1. Watering: Keep surface moist.
 - 2. Washouts: Repair by filling with topsoil, and replace sodded areas.
 - 3. Mowing: Mow to 2 inches after grass height reaches 3 inches, and mow to maintain grass height from exceeding 3 1/2 inches.
 - 4. Resod unsatisfactory areas or portions thereof immediately at the end of the maintenance period if a satisfactory stand has not been produced, at which time maintenance period shall recommence.
 - 5. Resod during next planting season if scheduled end of maintenance period falls after September 15.

PART 2 PRODUCTS

3.01 FERTILIZER

- A. Commercial, uniform in composition, free-flowing, suitable for application with equipment designed for that purpose. Minimum percentage of plant food by weight.
- B. Mix:
 - 1. Nitrogen: Sixteen.
 - 2. Phosphoric Acid: Four.
 - 3. Potash: Eight.

3.02 SOD

- A. Unless a particular type of sod is called for, sod may be of either St. Augustine Floritam or Bahia grass, at the Contractor's option.
 - 1. Use Bahia grass where no irrigation system exists.
 - 2. Use St. Augustine Floritam here an irrigation system is in use.
- B. Strongly rooted pads, capable of supporting own weight and retaining size and shape when suspended vertically from a firm grasp on upper 10 percent of pad.
 - 1. Grass Height: Normal.
 - 2. Strip Size: Supplier's standard, commercial size rectangles.
 - 3. Soil Thickness: Uniform; 1-inch plus or minus 1/4-inch at time of cutting.
 - 4. Age: Not less than 10 months or more than 30 months.
 - 5. Condition: Healthy, green, moist; free of diseases, nematodes and insects, and of undesirable grassy and broadleaf weeds. Yellow sod, or broken pads, or torn or uneven ends will not be accepted
 - 6. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable within a period of 3 months from installation.

PART 3 EXECUTION

4.01 PREPARATION

- A. Grade Areas to Smooth, Even Surface with Loose, Uniformly Fine Texture:
 - 1. Roll and rake, remove ridges, fill depressions to meet finish grades.
 - 2. Limit such Work to areas to be planted within immediate future.
 - 3. Remove debris, and stones larger than 1 1/2 inches diameter, and other objects that may interfere with planting and maintenance operations.
- B. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface to dry off before seeding. Do not create muddy soil.
- C. Restore prepared areas to specified condition if eroded or otherwise disturbed after preparation and before planting.
- D. Limit preparation to those areas that can be sodded within 72 hours after preparation.

4.02 FERTILIZER

- A. Apply evenly over area in accordance with manufacturer's instructions. Mix into top 2 inches of top soil.
- B. Application Rate: 20 pounds per 1,000 square feet (1,000 pounds per acre).

4.03 SODDING

- A. Do not plant dormant sod, or when soil conditions are unsuitable for proper results.
- B. Pre-wet the area prior to placing sod. Lay sod to form solid mass with tightly fitted joints; butt ends and sides, do not overlap:
 - 1. Stagger strips to offset joints in adjacent courses.
 - 2. Work from boards to avoid damage to subgrade or sod.
 - 3. Tamp or roll lightly to ensure contact with subgrade; work sifted soil into minor cracks between pieces of sod, remove excess to avoid smothering adjacent grass.
 - 4. Complete sod surface true to finished grade, even, and firm.
- C. Fasten sod on slopes to prevent slippage with wooden pins 6 inches long driven through sod into subgrade, until flush with top of sod. Install at sufficiently close intervals to securely hold sod.
- D. Water sod with fine spray immediately after planting. During first month, water daily or as required to maintain moist soil to depth of 4 inches.

4.04 FIELD QUALITY CONTROL

- A. Eight weeks after sodding is complete and on written notice from Contractor, Engineer will, within 15 days of receipt, determine if the sod has been satisfactorily established.
- B. If the sod is not satisfactorily established, Contractor shall replace the sod and repeat the requirements of this Section.

END OF SECTION

**SECTION 03100
CIVIL CONCRETE FORMWORK**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Section 03300 – Cast-In-Place Concrete.

1.2 REFERENCE STANDARDS

- A. American Concrete Institute (ACI):
1. 301-84 Specifications for Structural Concrete for Buildings.
 2. 347-78(R1984) Recommended Practice for Concrete Formwork.
- B. American Society for Testing and Materials (ASTM):
1. D1751-83(1991) Pre-formed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

1.3 SUBMITTALS

- A. General: In compliance with Section 03100 and as specified herein.
- B. Shop Drawings: Illustrating:
1. Pertinent dimensioning.
 2. Methods of construction.
 3. Arrangement of joints.
 4. Location of bracing and temporary supports.
 5. Ties and shores.
 6. Schedule of erection and stripping.
- C. Product Data: Illustrating and describing:
1. Inserts, anchors, sleeves and other embedded items.
 2. Form ties.
 3. Form oil and form release agent.
 4. Round column forms.
 5. Expansion joint filler.
- D. Warranty: Submit written warranty issued by form release agent manufacturer that form release agent will not cause staining, discoloration, or texturing of concrete, prevent proper bonding of subsequently applied materials, or leave a waxy or oily residue.

1.4 DELIVERY AND STORAGE

- A. Storage:
1. Store new and reusable form lumber and form plywood under heavy waterproof coverings, or where well protected from inclement weather.
 2. Stack oiled form plywood on sticking to permit proper ventilation between uses.

3. Store metal forms in such manner to prevent damage by denting, warping twisting and rusting.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

- A. Form Lumber: No. 2 Southern Pine or No. 2 Douglas Fir-Larch, S4S; true and straight members free from cupping, warping, loose knots, excessive checking and other structural defects.
- B. Form Plywood: Not less than 5/8-inch thick, exterior type, Class I, Grade "B-B", mill oiled and edge sealed.
 1. Concealed surfaces in Finished Work: Standard "B-B Plyform".
- C. Form Liners: Units of face design, texture, arrangement and configuration as specified in the architectural drawings and section 03330. Furnish with manufacturer recommended liquid release agent that will not bond with, stain or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete.

2.2 PREFABRICATED FORMS

- A. Round Column Forms: Heavy-duty, two-piece sectional column forms suitable for multiple uses.
- B. Glass Fiber Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surface.

2.3 ACCESSORIES

- A. Anchor Slots: Minimum 22 gauge galvanized steel dovetail anchor slot with removable filler insert.
- B. Construction Joint Forms: Galvanized steel, tongue and groove shape.
- C. Expansion Joint Filler: ASTM D1751, pre-molded, asphalt impregnated cellulose fiber, thickness and depth indicated. For sealed joints use bond breaker such as polyethylene tape to prevent bleeding.
 1. The Burke Company "Fiber Expansion Joint".
 2. A. C. Horn, Inc. "Code 1390".
 3. W. R. Meadows, Inc. "SealTight Fibre Expansion Joint".
 4. Sonneborn "Sonoflex Cane".
- D. Flashing Reglets: 26 gauge galvanized steel, 1-1/2 inch deep x 1/2-inch opening; install where required to receive waterproofing membrane or flashing.
- E. Form Coating:
 1. Concealed from View: Form oil or release agent.

2. Exposed to View: Non-staining, non-residue release agent with required warranty.
 - a. The Burke Company "Burke Release".
 - b. L & M Construction Chemicals "Debond".
 - c. Napco Construction Chemicals "Petkote".
 - d. Sonneborn "Cast-Off".
- F. Form Ties: Removable-type adjustable rod ties with minimum strength of 3000 pounds each that do not leave hole greater than 7/8-inch diameter, or snap-ties that break off not less than one-inch back of concrete surface.
 1. Provide ties with swaged washer or other acceptable device to prevent mortar leakage along tie.
- G. Moldings and Chamfer Strips: "C-Select" or "Finish" Southern Pine, straight, sound, and free of knots and other defects.
- H. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required; of sufficient strength and character to maintain formwork in place while placing concrete.
- I. Shores: Tubular steel or wood forms capable of safely supporting vertical and lateral loads imposed by formwork, concrete and other construction loads and capable of preventing excessive deflection during concrete placing operations.

PART 3 EXECUTION

3.1 DESIGN

- A. General:
 1. Contractor is solely responsible for safety of formwork.
 2. Design formwork in compliance with ACI 301 and ACI 347, and to resist imposed loads and pressures.
 3. Properly brace and tie forms together to maintain their position and shape during concrete placement.
 4. Minimize form joints.
 5. Camber formwork as required to take up settlement caused by concrete placing.
 6. Shoring and formwork shall be designed by an engineer registered in the State of Florida.
 7. Shop drawing shall be submitted which bears the embossed seal of the engineer.
- B. Strength: Withstand weight of concrete and loads due to placing operations without deformation beyond 1/360 of spans.
- C. Stripping: Arrange and assemble formwork to permit dismantling and stripping without damage to concrete. Design formwork to permit stripping without removal of principal shores where required.

3.2 FORMWORK ERECTION

- A. Construction:
 - 1. Construct forms to provide finished profiles, shapes and dimensions indicated in Drawings.
 - 2. Construct forms with tight fitting joints to prevent mortar leakage and to withstand high frequency mechanical vibration.

- B. Erection:
 - 1. Erect forms plumb, straight, true-to-lines and levels, and securely brace into position.
 - 2. Arrange forms to allow stripping without removal of principal shores, where and when these are required to remain in place.
 - 3. Provide bracing to ensure stability of formwork.
 - 4. Provide temporary ports in formwork where required to facilitate cleaning and inspection.
 - a. Locate openings at bottom of formwork to allow flushing water to drain.
 - b. Close ports with tight fitting panels, flush with inside face of forms, neatly fitted so that joints will not be apparent in exposed concrete surfaces.

- C. Tolerances: Construct formwork in compliance with ACI 301 and ACI 347 to maintain following maximum tolerances:
 - 1. Deviation From Horizontal and Vertical Lines: 1/4-inch in 10 feet.
 - 2. Deviation of Building Dimensions Indicated in Drawings and position of Partitions, Walls, and Columns: 1/4-inch in 10 feet.
 - 3. Deviation in Cross-Sectional Dimensions of Columns or Beams or Thickness of Slabs and Walls: Plus or minus 1/4-inch.

3.3 FORM RELEASE AGENT

- A. Apply form release agent to form surfaces prior to placing reinforcing steel, anchoring devices, and embedded items.
 - 1. Release agent required on form surfaces where concrete is exposed in finished work.

- B. Do not apply form release agent where concrete surfaces will receive special finishes and applied coverings that are affected by agent.
 - 1. Soak inside surfaces of untreated forms with clean water.
 - 2. Keep surfaces wet prior to placing concrete.

3.4 INSERTS, EMBEDDED ITEMS, OPENINGS AND ACCESSORIES

- A. Provide formed openings for pipes, conduits, sleeves, and other work embedded in and passing through concrete.
 - 1. Coordinate work of other Sections and cooperate with trades involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.
 - 2. Install anchor bolts in compliance with approved setting plans.
 - 3. Do not perform work unless indicated in drawings or reviewed prior to installation.
 - 4. Do not place concrete until work is accurately located and securely fastened into position.

- B. Anchor Slots: Install in concrete surfaces abutted by ends of masonry walls and in concrete surfaces faced with masonry. Set slots vertically, extending continuously to full height of adjacent masonry at centerlines of masonry wall ends and at 2'-0" on center in walls faced with masonry.
- C. Chamfer Locations: Exterior corners of beams, joints, columns, and where indicated in Drawings.
- D. Joints: Secure expansion joint filler in place as shown in Drawings to prevent displacement when placing concrete. Bore holes through filler for rebar where required and hold down with removable spacer where sealant is to be applied. Apply polyethylene, foil, or other bond breaker tape where sealant is to be applied.
- E. Waterstops:
 - 1. Strips:
 - a. Prime joint, remove one strip of paper and place waterstop in keyed joints. Lap ends one-inch.
 - b. Remove second paper strip immediately prior to placing concrete.
 - 2. Ribbed with Center Bulbs:
 - a. Secure to forms.
 - b. After form removal, extend into next concrete placement.
 - c. Splice as recommended by manufacturer.
 - d. Prevent puncture tears and damage.

3.5 FIELD QUALITY CONTROL

- A. Inspect and check completed formwork, shoring, and bracing to ensure that work is in compliance with formwork design, and that supports, fastenings, wedges, ties, and parts are secure.
- B. Bracing and Shoring:
 - 1. Provide necessary whales, studs, and bracing to prevent forms from bulging and sagging.
 - 2. Double-wedge shores at bottom and keep wedges tight. Do not place shores on top of previously placed concrete for at least 48 hours after placing.
 - 3. Comply with ACI 301 for reshoring.
- C. Formwork for Exposed Concrete:
 - 1. Use high density overlay plywood sheets in sizes necessary to provide uniform appearance on exposed surfaces. Fill butt joints between plywood sheets to prevent leakage. Place form ties in uniform and symmetrical pattern.
 - 2. Place moldings or chamfer strips in corners of square column, beam and wall forms except where square corners are indicated.
- D. Used form materials may be cleaned and reused if required finished surfaces can be produced.
 - 1. Use form with sheet metal patches over cracks and holes for concealed work only.
- E. Records: Maintain record of concrete placement, shoring and form removal.

1. Record test cylinder strength used to determine early form removal.
2. Keep record available for Architect's examination.

3.6 FORM REMOVAL

- A. Do not remove forms until concrete develops sufficient strength to sustain its own weight plus any superimposed loads, and in no case sooner than permitted by ACI 347.
- B. Remove forms in such sequence as to constantly insure structural adequacy.
- C. Remove form ties and projecting nails from concrete surfaces when forms are stripped.
- D. When forms are to be reused, withdraw nails, clean, patch holes and apply uniform coat of form release agent, or form oil, immediately after stripping, and store until reused.
- E. Test cylinders may be made at Contractor's expense and unless directed otherwise by Architect, forms may be stripped from locations when concrete has attained 75% of required 28-day compressive strength.

END OF SECTION 03100

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 REFERENCES

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

1. American Concrete Institute (ACI):
 - a. 117, Standard Specification for Tolerances for Concrete Construction and Materials.
 - b. 211.1, Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
 - c. 301, Standard Specification for Structural Concrete.
 - d. 302.1R, Guide For Concrete Floor and Slab Construction.
 - e. 304R, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
 - f. 304.2R, Placing Concrete by Pumping Methods.
 - g. 305R, Hot Weather Concreting.
 - h. 306.1, Standard Specification for Cold Weather Concreting.
 - i. 309R, Guide for Consolidation of Concrete.
 - j. 318/318R, Building Code Requirements for Structural Concrete.
 - k. SP-15, Standard Specification for Structural Concrete.
2. ASTM International (ASTM):
 - a. C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - b. C33, Standard Specification for Concrete Aggregates.
 - c. C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - d. C88, Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
 - e. C94, Standard Specification for Ready-Mixed Concrete.
 - f. C143, Standard Test Method for Slump of Hydraulic-Cement Concrete.
 - g. C150, Standard Specification for Portland Cement.
 - h. C157, Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.
 - i. C192, Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
 - j. C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - k. C260, Standard Specification for Air-Entraining Admixtures for Concrete.
 - l. C311, Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete.
 - m. C452, Standard Test Method for Potential Expansion of Portland-Cement Mortars Exposed to Sulfate.
 - n. C494, Standard Specification for Chemical Admixtures for Concrete.
 - o. C595, Standard Specification for Blended Hydraulic Cements.

- p. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
 - q. C1012, Standard Test Method for Length Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution.
 - r. C1018, Standard Test Method for Flexural Toughness and First-Crack Strength of Fiber-Reinforced Concrete (Using Beam with Third-Point Loading).
 - s. C1116, Standard Specification for Fiber-Reinforced Concrete and Shotcrete
 - t. C1218 Standard Test Method for Water-Soluble Chloride in Mortar and Concrete
 - u. C1240, Standard Specification for Silica Fume for Use as a Mineral Admixture in Hydraulic-Cement Concrete, Mortar, and Grout.
 - v. D2000, Standard Classification System for Rubber Products in Automotive Applications.
 - w. D4580, Standard Practice for Measuring Delaminations in Concrete Bridge Decks by Sounding.
 - x. E329, Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
3. National Bureau of Standards: Handbook No.44, Specifications, Tolerances, and Other Technical Requirements for Commercial Weighing and Measuring Devices.

1.02 DEFINITIONS

- A. Defective Areas: Surface defects that include honeycomb, rock pockets, indentations greater than 3/16 inch, cracks 0.005 inch wide and larger as well as any crack that leaks for liquid containment basins and belowgrade habitable spaces; cracks 0.010 inch wide and larger in nonfluid holding structures spalls, chips, air bubbles greater than 3/4 inch in diameter, pinholes, bug holes, embedded debris, lift lines, sand lines, bleed lines, leakage from form joints, fins and other projections, form popouts, texture irregularities, and stains and other color variations that cannot be removed by cleaning.
- B. Exposed Concrete: Concrete surfaces that can be seen inside or outside of structures regardless whether concrete is above water, dry at all times, or can be seen when structure is drained.
- C. Hydraulic Structures: Liquid containment basins.
- D. New Concrete: Less than 60 days old.
- E. Slurry Concrete: Mixture of sand, 3/8-inch minus aggregate, cement, and water for wall construction joints.

1.03 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings:

- a. Product Data: Admixtures, bonding agent, bond breaker, and patching materials.
- b. Design Data: Concrete mix designs signed by qualified mix designer.
- c. Placement Drawings:
 - 1) Concrete, identifying location of each type of construction joint.
 - 2) Tremie concrete.
- d. Gradation for coarse and fine aggregates, and combined together. List gradings, percent passing through each sieve size.
- e. Detailed plan for hot weather placements including curing and protection for concrete placed in ambient temperatures over 80 degrees F.
- f. Concrete repair methods and materials.

B. Informational Submittals:

- 1. Statements of Qualification:
 - a. Contractor's resident superintendent for concrete installation.
 - b. Mix designer.
 - c. Batch plant.
- 2. Test Reports:
 - a. Admixtures, test reports showing chemical ingredients and percentage of chloride in each admixture and fly ash.
 - b. Source test analysis report for fly ash, including percentage of chloride content.
 - c. Statement identifying aggregates reactivity. Determine water soluble chloride in each component of aggregates in accordance with ASTM C1218.
 - d. For each trial concrete mix design and signed by a qualified mix designer.
 - e. Cylinder compressive test results for laboratory concrete mixes.
- 3. Concrete Delivery Tickets:
 - a. For each batch of concrete before unloading at Site.
 - b. Record of drum revolution counter, type, brand, test certification, Amount of fly ash if used in accordance with ASTM C94, Section 16.

1.04 QUALITY ASSURANCE

A. Qualifications:

- 1. Mix Designer: Licensed professional engineer registered in the State of Florida.
- 2. Batch Plant: Currently certified by the National Ready Mixed Concrete Association.

B. Preinstallation Conference:

- 1. Required Meeting Attendees:
 - a. Contractor, including pumping, placing and finishing, and curing subcontractors.
 - b. Ready-mix producer.
 - c. Admixture representative.

- d. Testing and sampling personnel.
- e. Engineer.
- 2. Schedule and conduct prior to incorporation of respective products into Project. Notify Engineer of location and time.
- 3. Agenda shall include:
 - a. Admixture types, dosage, performance, and redosing at Site.
 - b. Mix designs, test of mixes, and Submittals.
 - c. Placement methods, techniques, equipment, consolidation, and form pressures.
 - d. Slump and placement time to maintain slump.
 - e. Finish, curing, and water retention.
 - f. Protection procedures for weather conditions.
 - g. Other specified requirements requiring coordination.
- 4. Conference minutes as specified in Section 01200, Project Meetings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cement: Furnish from one source.
 - 1. Portland Cement Type I or Type II:
 - a. Meet ASTM C150.
 - b. Alkalies: Maximum 0.60 percent.
 - c. Tricalcium Aluminate Content of Type I Cement: Maximum 12 percent.
 - d. Nonhydraulic Abovegrade Structures: Type I or Type II cement.
 - e. Hydraulic and Belowgrade Structures and Sewers: Type II cement or combination of Type I mixed with fly ash.
 - f. Combine fly ash with cement at batch plant or during production of cement in accordance with ASTM C595, Type IP cement.
- B. Aggregates: Furnish from one source.
 - 1. Natural Aggregates:
 - a. Free from deleterious coatings and substances in accordance with ASTM C33, except as modified herein.
 - b. Free of materials and aggregate types causing popouts, discoloration, staining, or other defects on surface of concrete.
 - 2. Nonpotentially Reactive: In accordance with ASTM C33, Appendix XI, Paragraph X1.1.
 - 3. Aggregate Soundness: Test for fine and coarse aggregates in accordance with ASTM C33 and ASTM C88 using sodium sulfate solution.
 - 4. Fine Aggregates:
 - a. Clean, sharp, natural sand.
 - b. ASTM C33.
 - c. Materials Passing 200 Sieve: 4 percent maximum.
 - d. Limit deleterious substances in accordance with ASTM C33, Table 1 with material finer than 200 sieve limited to 3 percent, coal and lignite limited to 0.5 percent.
 - 5. Coarse Aggregate:

- a. Natural gravels, combination of gravels and crushed gravels, crushed stone, or combination of these materials containing no more than 15 percent flat or elongated particles (long dimension more than five times the short dimension).
 - b. Materials Passing 200 Sieve: 0.5 percent maximum.
 - c. Limit deleterious substances in accordance with ASTM C33, Table 3 for exposed concrete.
- C. Admixtures: Furnish from one manufacturer.
1. Characteristics: Compatible with each other and free of chlorides or other corrosive chemicals.
 2. Air-Entraining Admixture:
 - a. ASTM C260, nontoxic after 30 days and contains no chlorides.
 - b. Concrete with air-entrainment admixture added shall maintain air percentage as batched, within plus or minus 2 percent for time required for placement into structure.
 3. Water-Reducing Admixture: ASTM C494, Type A or Type D.
 - a. Manufacturers and Products:
 - 1) Master Builders, Inc., Cleveland, OH; Pozzolith or Polyheed.
 - 2) W. R. Grace & Co., Cambridge, MA; WRDA with HYCOL.
 - 3) Euclid Chemical Co., Cleveland, OH; Eucon WR-91.
 4. High Range Water Reducing Admixture (Superplasticizer):
 - a. ASTM C494.
 - b. Hold slump of 5 inches or greater for time required for placement.
 - c. Furnish type as recommended by manufacturer for allowed temperature ranges.
 - d. Type F or G.
 - e. Manufacturers and Products:
 - 1) Master Builders, Inc., Cleveland, OH; Rheobuild or Polyheed at dosage greater than 10 ounces per 100 pounds of cement.
 - 2) W. R. Grace & Co., Cambridge, MA; Daracem 100.
 - 3) Euclid Chemical Co., Cleveland, OH; Eucon 537.
 5. Pozzolan (Fly Ash): Class C or Class F fly ash in accordance with ASTM C618, Table 1 and 2, except as modified herein:
 - a. Shall not be produced from process that has utilized hazardous or potentially hazardous materials.
 - b. Loss on Ignition: Maximum 3 percent.
 - c. Water Requirement: Maximum 100 percent of control.
 - d. $\frac{CaO(\%) - 5}{FE_2O_3(\%)}$: *Maximum 1.5*
 - e. ASTM C618, Table 3, Reactivity with Cement Alkalies, apply when aggregate or portions of aggregate is reactive as specified under Paragraph Nonpotentially Reactive.
 - f. ASTM C618, Table 3, Uniformity Requirements, apply when loss on ignition of fly ash furnished exceeds 3 percent.
 6. Fly Ash: Maximum 25 percent, minimum 15 percent of total weight of fly ash plus cement.

7. For fly ash not meeting requirements of chemical ratio listed above, furnish the following:
 - a. Test fly ash in accordance with ASTM C1012.
 - b. Furnish test data confirming fly ash in combination with cement used meets strength requirements, is compatible with air-entraining agents and other additives, and provides increased sulfate resistance equivalent to or better than Type II cement.
 - c. Conduct tests using proposed fly ash and cement samples together with control samples using Type II cement without fly ash.
- D. Water: Clean and potable containing less than 500 ppm of chlorides.

2.02 CONCRETE MIX DESIGN

- A. Design: Select and proportion ingredients using trial batches; sample, cure and test concrete mix through approved independent testing laboratory in accordance with ACI 211.1.
1. Concrete Compressive Strength, F'c:
 - a. 4,000 psi at 28 days, unless otherwise shown, except 3,000 psi at 28 days for secondary concrete elements such as curbs, sidewalks, and pipe/conduit encasements.
 - b. Design lab-cured trial mix cylinders.
 - c. Use additional cement or cement plus fly ash above minimum specified if required to meet average compressive strength, F'cr.
 - d. Use F'cr as basis for selection of concrete proportions as set forth in ACI 301.
 - e. F'cr: Equal to F'c plus 1,200 when data are not available to establish standard deviation.
 2. Concrete Fill:
 - a. Design for 2,500 psi at 28 days using 3/4-inch aggregate, 4-inch maximum slump and 0.46 maximum water-cement ratio.
 - b. Use water-reducing admixture.
- B. Proportions:
1. Design mix to meet aesthetic and structural concrete requirements.
 2. In accordance with ACI 211.1, unless specified otherwise.
 3. Unless specifically stated otherwise, water-cement ratio (or water-cement plus fly ash ratio) shall control amount of total water added to concrete as follows:

Water-Cement Ratio		
Coarse Aggregate Size	Maximum W/C Ratio w/ Superplasticizer	Maximum W/C Ratio w/o Superplasticizer
1-1/2"	0.40	0.44
1"	0.40	0.44

Water-Cement Ratio		
Coarse Aggregate Size	Maximum W/C Ratio w/ Superplasticizer	Maximum W/C Ratio w/o Superplasticizer
1-1/2"	0.40	0.44
3/4"	0.40	0.44

4. Minimum Cement Content (or Combined Cement Plus Fly Ash Content When Fly Ash is Used):
 - a. 517 pounds per cubic yard for concrete with 1-1/2-inch maximum size aggregate.
 - b. 540 pounds per cubic yard for 1-inch maximum size aggregate.
 - c. 564 pounds per cubic yard for 3/4-inch maximum size aggregate.
 - d. Increase cement content or combined cement plus fly ash content, as required to meet strength requirements and water-cement ratio.

C. Admixtures:

1. Air Content: 4 to 6 percent when tested in accordance with ASTM C231; 3 percent maximum for interior slabs where heavy-duty concrete floor finish is required.
2. Fly Ash: Maximum 25 percent, minimum 15 percent of total weight of fly ash plus cement.
3. Water Reducers: Use in all concrete.
4. High Range Water Reducers (Superplasticizers): Use at Contractor's option. Control slump and workability to at least 4-1/2-inch slump at discharge into forms by adjusting high range water reducer at batch plant.

D. Slump Range at Site:

1. 4-1/2 inches minimum, 8 inches maximum for concrete with a high range water reducing admixture.
2. 3 inches minimum and 5 inches maximum for concrete without high range water reducing admixture.

E. Combined Aggregate Gradation:

1. Structures: Select one of the gradations shown in the following table.
2. Combined Gradation Limits: Limits shown are for coarse aggregates and fine aggregates mixed together (combined).

Sieve Sizes	Combined Gradation		
	Percentage Passing		
	1-1/2" Max.	1" Max.	3/4" Max.

Sieve Sizes	Combined Gradation		
	Percentage Passing		
	1-1/2" Max.	1" Max.	3/4" Max.
2"	- 100	-	-
1-1/2"	95 - 100	- 100	-
1"	65 - 85	90 - 100	- 100
3/4"	55 - 75	70 - 90	92 - 100
1/2"	-		68 - 86
3/8"	40 - 55	45 - 65	57 - 74
No. 4	30 - 45	31 - 47	38 - 57
No. 8	23 - 38	23 - 40	28 - 46
No. 16	16 - 30	17 - 35	20 - 36
No. 30	10 - 20	10 - 23	14 - 25
No. 50	4 - 10	2 - 10	5 - 14
No. 100	0 - 3	0 - 3	0 - 5
No. 200	0 - 2	0 - 2	0 - 2

F. Tremie Concrete:

1. Minimum cement content of 658 pounds per cubic yard.
2. Use high range water reducing admixture (superplasticizers) admixture in accordance with ASTM C494, Type F or Type G.
3. Fine Aggregate Range: 40 to 50 percent of total aggregates by weight.
4. Use natural round gravel if available in Project area.
5. Proportion mix for design strength and slump range of 6 to 9 inches with maximum water-cement ratio.
6. Use anti-washout admixture in accordance with manufacturer's recommendations.

2.03 CONCRETE MIXING

A. General: In accordance with ACI 304R.

B. Concrete Mix Temperatures: As shown below for various stages of mixing and placing:

CONCRETE TEMPERATURES				
Ambient Air Temp.	Concrete Member Size, Minimum Dimension			
	<12"	12"-36"	36"-72"	>72"
Minimum concrete temperature as mixed for indicated air temperature:				

CONCRETE TEMPERATURES				
Ambient Air Temp.	Concrete Member Size, Minimum Dimension			
	<12"	12"-36"	36"-72"	>72"
Above 30 deg. F	60 deg. F	55 deg. F	50 deg. F	45 deg. F
0 to 30 deg. F	65 deg. F	60 deg. F	55 deg. F	50 deg. F
Below 0 deg. F	70 deg. F	65 deg. F	60 deg. F	55 deg. F
Maximum allowable gradual temperature drop in first 24 hours after curing period and after end of protection:				
–	50 deg. F	40 deg. F	30 deg. F	20 deg. F

C. Truck Mixers:

1. Equip with electrically actuated counters to readily verify number of revolutions of drum or blades.
2. Counter:
 - a. Resettable, recording type, mounted in driver's cab.
 - b. Actuated at time of starting mixers at mixing speeds.
3. Truck mixer operation shall furnish concrete batch as discharged that is homogeneous with respect to consistency, mix, and grading.
4. If slump tests taken at approximately 1/4 and 3/4 points of load during discharge give slumps differing by more than 2 inches when specified, slump is more than 4 inches, discontinue use of truck mixer unless causing condition is corrected and satisfactory performance is verified by additional slump tests.
5. Before attempting to reuse unit, check mechanical details of mixer, such as water measuring, and discharge apparatus, condition of blades, speed of rotation, general mechanical condition of unit, admixture dispensing equipment, and clearance of drum.
6. Do not use nonagitating or combination truck and trailer equipment for transporting ready-mixed concrete.
7. Concrete Volume in Truck:
 - a. Limit to 63 percent of total volume capacity in accordance with ASTM C94 when truck mixed.
 - b. Limit to 80 percent of total volume capacity when central mixed.
8. Mix each batch of concrete in truck mixer for minimum 70 revolutions of drum or blades at rate of rotation designated by equipment manufacturer.
9. Perform additional mixing, if required, at speed designated by equipment manufacturer as agitating speed.
10. Place materials, including mixing water, in mixer drum before actuating revolution counter for determining number of mixing revolutions.

D. Aggregates: Thoroughly and uniformly wash before use.

E. Admixtures:

1. Air-Entraining Admixture: Add at plant through manufacturer-approved dispensing equipment.
2. Water Reducers: Add prior to addition of high range water reducing admixture (superplasticizers).
3. High range water reducing admixture (superplasticizers) and Air-Entraining Admixtures:
 - a. Add at concrete plant only through equipment furnished or approved by admixture manufacturer.
 - b. Accomplish variations in slump, working time, and air content for flowable mixes by increasing or reducing high range water reducing admixture (superplasticizers) dose or air-entraining admixture dose at ready-mix plant only.
 - c. Equipment shall provide for easy and quick visual verification of admixture amount used for each dose.
 - d. Add discharge amount to each load of concrete into separate dispensing container, verify amount is correct, and add to concrete.
 - e. Additional dosage of high range water reducing admixture (superplasticizers) may be added in field using manufacturer-approved dispensing when unexpected delays cause too great of slump loss.

2.04 SOURCE QUALITY CONTROL

- A. Cement: Test for total chloride content.
- B. Fly Ash: Test in accordance with ASTM C311.
- C. Batch Plant Inspection: Engineer shall have access to and have right to inspect batch plants, cement mills, and supply facilities of suppliers, manufacturers, and Subcontractors, providing products included in these Specifications.
 1. Weighing Scales: Tested and certified within tolerances set forth in the National Bureau of Standards Handbook No. 44.
 2. Batch Plant Equipment: Either semiautomatic or fully automatic in accordance with ASTM C94.

PART 3 EXECUTION

3.01 PLACING CONCRETE

- A. Preparation: Meet requirements and recommendations of ACI 304R and ACI 301, except as modified herein.
- B. Inspection: Notify Engineer at least 1 full working day in advance before starting to place concrete.
- C. Discharge Time:
 1. As determined by set time, do not exceed 1-1/2 hours after adding cement to water unless special approved time delay admixtures are used.

Coordinate time delay admixture information with manufacturer and Engineer prior to placing concrete.

2. Adjust slump or air content at Site by adding admixtures for particular load when approved by Engineer. Then, adjust plant dosage for remainder of placement. Additional dosage at Site shall be through approved dispenser supplied by admixture manufacturer.
3. Maintain required slump throughout time of concrete placement and consolidation. Discontinue use of high range water reducing admixture (superplasticizers) and provide new mix design if it fails to maintain slump between 4 to 8 inches and produce good consolidation for the length of time required. Redesign mix adjusting set control admixtures to maintain setting time in range required.

D. Placement into Formwork:

1. Before depositing concrete, remove debris from space to be occupied by concrete.
2. Prior to placement of concrete, dampen fill under slabs on ground, dampen sand where vapor retarder is specified, and dampen wood forms.
3. Reinforcement: Secure in position before placing concrete.
4. Place concrete as soon as possible after leaving mixer, without segregation or loss of ingredients, without splashing forms or steel above, and in layers not over 1.5 feet deep, except for slabs which shall be placed full depth. Place and consolidate successive layers prior to initial set of first layer to prevent cold joints.
5. Use placement devices, for example, chutes, pouring spouts, and pumps.
6. Vertical Free Fall Drop to Final Placement: 5 feet in forms 8 inches or less wide and 8 feet in forms wider than 8 inches, except as specified.
 - a. For placements where drops are greater than specified, use placement device such that free fall below placement device conforms to required value.
 - b. Limit free fall to prevent segregation caused by aggregates hitting reinforcing steel.
7. Do not use aluminum conveying devices.
8. Provide sufficient illumination in the interior of forms so concrete deposition is visible, permitting confirmation of consolidation quality.
9. Joints in Footings and Slabs:
 - a. Ensure space beneath plastic water stop completely fills with concrete.
 - b. During concrete placement, make visual inspection of entire water stop area.
 - c. Limit concrete placement to elevation of water stop in first pass, vibrate concrete under water stop, lift water stop to confirm full consolidation without voids, place remaining concrete to full height of slab.
 - d. Apply procedure to full length of water stops.
10. If reinforcement is in direct sunlight or is more than 20 degrees F higher in temperature than concrete temperature before placement, wet reinforcement with water fog spray before placing concrete to cool reinforcement.

11. Trowel and round off top exposed edges of walls with 1/4-inch radius steel edging tool.
- E. Conveyor Belts and Chutes:
1. Design and arrange ends of chutes, hopper gates, and other points of concrete discharge throughout conveying, hoisting, and placing system for concrete to pass without becoming segregated.
 2. Do not use chutes longer than 50 feet.
 3. Minimum Slopes of Chutes: Angled to allow concrete to readily flow without segregation.
 4. Conveyor Belts:
 - a. Approved by Engineer.
 - b. Wipe clean with device that does not allow mortar to adhere to belt.
 - c. Cover conveyor belts and chutes.
- F. Retempering: Not permitted for concrete where cement has partially hydrated.
- G. Pumping of Concrete:
1. Provide standby pump, conveyor system, crane and concrete bucket, or other system onsite during pumping, for adequate redundancy to assure completion of concrete placement without cold joints in case of primary placing equipment breakdown.
 2. Minimum Pump Hose (Conduit) Diameter: 4 inches.
 3. Replace pumping equipment and hoses (conduits) that are not functioning properly.
- H. Maximum Size of Concrete Placements:
1. Limit size of each placement to allow for strength gain and volume change due to shrinkage
 2. Locate expansion, control, contraction, and construction joints where shown. When expansion or control joints are not shown, provide construction joints at maximum spacing of 40 feet. When expansion or control joint spacing exceeds 60 feet, provide intermediate construction joints at maximum spacing of 40 feet. Uniformly space construction joints. Vertical construction joint shall not be greater than 20 feet from wall corners or intersections
 3. Consider beams, girders, brackets, column capitals, and haunches as part of floor or roof system and place monolithically with floor or roof system.
 4. Should placement sequence result in cold joint located below finished water surface, install water stop in joint.
- I. Minimum Time Between Adjacent Placements:
1. Construction Joints: 14 days (7 days wet cure and 7 days dry cure).
 2. Control Joints: 6 days.
 3. Expansion Joints/Contraction Joints: 1 day.

4. At least 2 hours shall elapse after depositing concrete in long columns and walls thicker than 8 inches before depositing concrete in beams, girders, or slabs supported thereon.
 5. For columns and walls 10 feet in height or less, wait at least 45 minutes prior to depositing concrete in beams, girders, brackets, column capitals, or slabs supported thereon.
- J. Removal of Water: Unless tremie method for placing concrete is specified, remove water from space to be occupied by concrete.
- K. Consolidation and Visual Observation:
1. Consolidate concrete with internal vibrators with minimum frequency of 8,000 cycles per minute and amplitude as required to consolidate concrete in section being placed.
 2. Provide at least one standby vibrator in operable condition at placement Site prior to placing concrete.
 3. Consolidation Equipment and Methods: ACI 309R.
 4. Provide sufficient windows in forms or limit form height to allow for concrete placement through windows and for visual observation of concrete.
 5. Vibration consolidation shall not exceed distance of 3 feet from point of placement.
 6. Vibrate concrete in vicinity of joints to obtain impervious concrete.
- L. Hot Weather:
1. Prepare ingredients, mix, place, cure, and protect in accordance with ACI 305R.
 2. Placement frequency shall be such that lift lines will not be visible in exposed concrete finishes.
 3. Maintain concrete temperature below 90 degrees F at time of placement, or furnish test data or provide other proof that admixtures and mix ingredients do not produce flash set plastic shrinkage, or cracking due to heat of hydration. Cool ingredients before mixing to maintain fresh concrete temperatures as specified or less.
 4. Provide for windbreaks, shading, fog spraying, sprinkling, ice, wet cover, or other means as necessary to maintain concrete at or below specified temperature.
 5. Prevent differential temperature between reinforcing steel and concrete.
 6. Evaporation Retardant: As specified in Section 03370, Concrete Curing.

3.02 PLACING TREMIE CONCRETE SEALS

- A. Place concrete when water level inside area to be filled with concrete is equal to groundwater elevation outside.
- B. Maintain relation of water levels until concrete design strength is obtained.

3.03 CONCRETE BONDING

A. Horizontal Construction Joints in Reinforced Concrete Walls:

1. Thoroughly clean and saturate surface of joint with water.
2. Limit slurry concrete placement to 2-inch maximum thickness, 1-inch minimum thickness.
3. Use positive measuring device such as bucket or other device that will contain only enough slurry concrete for depositing in visually measurable area of wall to ensure that portion of form receives appropriate amount of slurry concrete to satisfy placement thickness requirements.
4. Do not deposit slurry concrete from pump hoses or large concrete buckets, unless specified placement thickness can be maintained and verified through inspection windows close to joint.
5. Limit concrete placed immediately on top of slurry concrete to 12 inches thick. Thoroughly vibrate to mix concrete and slurry concrete together.

B. To Existing Concrete:

1. Thoroughly clean and mechanically roughen existing concrete surfaces to roughness profile of 1/4 inch.
2. Saturate surface with water for 24 hours prior to placing new concrete.

3.04 REPAIRING CONCRETE

A. General:

1. Inject cracks that leak with crack repair epoxy.
2. Obtain quantities of repair material and manufacturer's detailed instructions for use to provide repair with finish to match adjacent surface or apply sufficient repair material adjacent to repair to blend finish appearance.
3. Repair of concrete shall provide structurally sound surface finish, uniform in appearance or upgrade finish by other means until acceptable to Engineer.

B. Tie Holes:

1. Fill with nonshrink grout as specified in Section 03600, Grout.
2. Match color of adjacent concrete and demonstrate on mockup panels first.
3. Compact grout using steel hammer and steel tool to drive grout to high density. Cure grout with water.

C. Alternate Form Ties; Through-Bolts:

1. Mechanically roughen entire interior surface of through hole. Epoxy coat roughened surface and drive elastic vinyl plug to half depth. Dry pack entire hole from both sides of plug with nonshrink grout, as specified in Section 03600, Grout. Use only enough water to dry pack grout. Dry pack while epoxy is still tacky. If epoxy has dried, remove epoxy by mechanical means and reapply new epoxy.

2. Compact grout using steel hammer and steel tool to drive grout to high density. Cure grout with water.

D. Exposed Metal Objects:

1. Metal objects not intended to be exposed in as-built condition of structure including wire, nails, and bolts, shall be removed by chipping back concrete to depth of 1 inch and then cutting or removing metal object.
2. Repair area of chipped-out concrete per requirements of Section 03720, Vertical And Overhead Concrete Repair Systems.

E. Blockouts at Pipes or Other Penetrations:

1. Install per details shown on Drawings or submit proposed blockouts for review.
2. Use nonshrink, nonmetallic grout.

3.05 CONCRETE WALL FINISHES

A. Type W-1 (Ordinary Wall Finish):

1. Patch tie holes.
2. Knock off projections.
3. Patch defective areas.

B. Type W-2 (Smooth Wall Finish):

1. Patch tie holes.
2. Grind off projections, fins, and rough spots.
3. Patch defective areas and repair rough spots resulting from form release agent failure or other reasons to provide smooth uniform appearance.

C. Type W-4 (Finish for Cementitious Coatings):

1. Patch tie holes.
2. Grind off projections, fins, and rough spots.
3. Patch and repair defective areas as specified for Type W-2.

D. Type W-5 (Finish for Painting):

1. Patch tie holes.
2. Grind off projections, fins, and rough spots.
3. Patch and repair defective areas as specified for Type W-2.
4. Leave surface ready for painting as specified in Section 09900, Painting and Protective Coatings.

E. Type W-7 (Smooth Rubbed Wall Finish):

1. Only water curing will be permitted on walls being rubbed.
2. Perform rubbing while green concrete can be physically worked and smoothed without adding other materials, if structurally possible, the day

following placement. Finish no later than 3 days after placement has been completed.

3. Remove forms at such a rate that all finishing, form tie filling, fin removal, and patching can be completed on same day forms are removed while curing wall.
4. After pointings have set sufficiently to permit working on surface, thoroughly saturate entire surface with water for period of 3 hours and rub until uniform surface is obtained.
5. Rub either by hand with carborundum stone of medium-coarse grade or abrasive of equal quality, or mechanically operated carborundum stone.
6. Mechanically operated carborundum stones shall be approved by Engineer before concrete finishing.
7. No cement grout, other than cement paste drawn from the concrete itself by the rubbing process shall be used.
8. Finish paste formed by rubbing by either brushing or floating as follows:
 - a. Brushing:
 - 1) Carefully strike with clean brush.
 - 2) Brush in long direction of surface being finished.
 - b. Floating:
 - 1) Spread uniformly over surface and allow to reset.
 - 2) Finish by floating with canvas, carpet face, or cork float, or rub down with dry burlap.
9. Continue water curing of wall during finishing operation in areas not being rubbed.
10. Move water curing onto rubbed areas as soon as water will not erode rubbed surface.

F. Type W-8 (Rubbed Wall Finish):

1. Meet requirements for Type W-7, except allow paste obtained from rubbing to set at least 24 hours.
2. After thoroughly saturating with water, coat surface with mixture of 85 percent cement and 15 percent lime with sufficient water to give creamy consistency. Demonstrate on sample panel prior to production finishing.
3. Rub this mixture into surface with coarse carborundum stone and brush with damp brush.
4. Brush in long direction of surface being finished.
5. Latex bonding admixture may be used. Consult with Euclid Chemical Co., Cleveland, OH or Master Builders Co., Cleveland, OH.

G. Type W-9 (Grout Cleaned Finish):

1. Meet requirements for Type W-7, except that finish must be accomplished within 7 days of placement.
2. Grout: Mixed with 1 part Portland cement and 1-1/2 parts fine sand and bonding agent to produce grout with consistency of thick paint. White Portland cement shall be substituted for part of gray Portland cement in order to produce color matching color of surrounding concrete, as determined by trial patch.
3. Wet surface of concrete sufficiently to prevent absorption of water from grout and apply grout uniformly with brushes or spray gun.

4. Immediately after applying grout, scrub surface vigorously with cork float or stone to coat surface and fill air bubbles and holes.
5. While grout is still plastic, remove excess grout by working surface with rubber float, burlap, or other means. After surface whitens from drying (about 30 minutes at 70 degrees F), rub vigorously with clean burlap. Continue to water cure wall until curing period of 7 days is complete.
6. Latex bonding admixture may be used.

H. Type W-10 (Fractured Fin Finish):

1. Form exterior surface of walls with approved form liner.
2. Use stainless steel form ties and place at valleys.
3. Patch form tie holes.
4. Achieve final texture by light sandblast and then breaking off tips of ridge with light bushhammering, or other approved process.
5. Same person starting bushhammering shall complete process for any given structure and match approved mockup panel.

I. Type W-11 (Abrasive Blast - Sandblast Finish):

1. Intent of this procedure is to remove surface skin to depth no more than 1/16 inch, and expose only fine aggregate and air holes near surface, thus producing uniform texture.
2. Perform sandblasting on building or on concrete surfaces in same area of view at same time and obtain uniformity of appearance.
3. Same person shall accomplish sandblasting on one structure and on concrete in same area.
4. Perform sandblasting to match approved mockup panel.
5. Abrasive: Use clean silica sand, free of foreign materials, and supplied in sealed sacks.
6. Blast surface with 100 psi air pressure at rate of 2 to 3 square feet per minute with nozzle held approximately 2 feet from surface and perpendicular thereto.

3.06 CONCRETE SLAB FINISHES

A. General:

1. Finish slab concrete per the requirements of ACI 302.1R.
2. Use manual screeds, vibrating screeds, or roller compacting screeds to place concrete level and smooth.
3. Do not use "jitterbugs" or other special tools designed for purpose of forcing coarse aggregate away from surface and allowing layer of mortar, which will be weak and cause surface cracks or delamination, to accumulate.
4. Do not dust surfaces with dry materials.
5. Use evaporation retardant.
6. Round off edges of slabs with steel edging tool, except where cove finish is shown. Steel edging tool radius shall be 1/4 inch for slabs subject to wheeled traffic.

- B. Type S-1 (Steel Troweled Finish):
1. Finish by screeding and floating with straightedges to bring surfaces to required finish elevation. Use evaporation retardant.
 2. While concrete is still green, but sufficiently hardened to bear a person's weight without deep imprint, wood float to true, even plane with no coarse aggregate visible.
 3. Use sufficient pressure on wood floats to bring moisture to surface.
 4. After surface moisture has disappeared, hand trowel concrete to produce smooth, impervious surface, free from trowel marks.
 5. Burnish surface with an additional troweling. Final troweling shall produce ringing sound from trowel.
 6. Do not use dry cement or additional water during troweling, nor will excessive troweling be permitted.
 7. Power Finishing:
 - a. Approved power machine may be used in lieu of hand finishing in accordance with directions of machine manufacturer.
 - b. Do not use power machine when concrete has not attained necessary set to allow finishing without introducing high and low spots in slab.
 - c. Do first steel troweling for slab S-1 finish by hand.
- C. Type S-2 (Wood Float Finish):
1. Finish slab to receive fill and mortar setting bed by screeding with straightedges to bring surface to required finish plane.
 2. Wood float finish to compact and seal surface.
 3. Remove laitance and leave surface clean.
 4. Coordinate with other finish procedures.
- D. Type S-4 (Exposed Aggregate Finish):
1. Embed single layer of selected aggregates at surface of concrete slab immediately after it has been placed, screeded, and smoothed.
 2. Embed aggregates by tamping with wood float, darby, or rolling device.
 3. Accomplish exposure of selected aggregates by removing surface matrix by washing with water and brushing with stiff plastic bristled brush as soon as concrete has set sufficiently to support weight of a person.
 4. Exposure: No greater than 1/3 the average diameter of aggregate, nor less than 1/4.
 5. Next day acid wash until there is no noticeable cement film on aggregate exposed.
 6. Apply clear sealer per manufacturer's recommendations.
- E. Type S-5 (Broomed Finish):
1. Finish as specified for Type S-1 floor finish, except omit final troweling and finish surface by drawing fine-hair broom lightly across surface.
 2. Broom in same direction and parallel to expansion joints, or, in the case of inclined slabs, perpendicular to slope, except for round roof slab, broom surface in radial direction.

F. Type S-6 (Sidewalk Finish):

1. Slope walks down 1/4 inch per foot away from structures, unless otherwise shown.
2. Strike off surface by means of strike board and float with wood or cork float to true plane, then flat steel trowel before brooming.
3. Broom surface at right angles to direction of traffic or as shown.
4. Lay out sidewalk surfaces in blocks, as shown or as directed by Engineer, with grooving tool.

G. Concrete Curbs:

1. Float top surface of curb smooth, and finish all discontinuous edges with steel edger.
2. After concrete has taken its initial set, remove front form and give exposed vertical surface an ordinary wall finish, Type W-1.

3.07 CONCRETE SLAB TOLERANCES

A. Slab Tolerances:

1. Exposed Slab Surfaces: Comprise of flat planes as required within tolerances specified.
2. Slab Finish Tolerances and Slope Tolerances: Crowns on floor surface not too high as to prevent 10-foot straightedge from resting on end blocks, nor low spots that allow block of twice the tolerance in thickness to pass under supported 10-foot straightedge.
3. Slab Type S-A: Steel gauge block 5/16 inch thick.
4. Slab Type S-B: Steel gauge block 1/8 inch thick.
5. Slab Type S-A and S-B: Finish Slab Elevation: Slope slabs to floor drain and gutter, and shall adequately drain regardless of tolerances.
6. Thickness: Maximum 1/4 inch minus or 1/2 inch plus from thickness shown. Where thickness tolerance will not affect slope, drainage, or slab elevation, thickness tolerance may exceed 1/2 inch plus.

- B. Thickness: Maximum 1/4 inch minus or 1/2 inch plus from thickness shown. Where thickness tolerance will not affect slope, drainage, or slab elevation, thickness tolerance may exceed 1/2 inch plus.

3.08 BEAM AND COLUMN FINISHES

- A. General: Inject cracks with crack repair epoxy. Patch and repair defective areas.

B. Match Wall Type:

1. Repair rock pockets.
2. Fill air voids.

3.09 BACKFILL AGAINST WALLS

- A. Do not backfill against walls until concrete has obtained specified 28-day compressive strength.
- B. Place backfill simultaneously on both sides of wall, where required, to prevent differential pressures.

3.10 FIELD QUALITY CONTROL

A. General:

1. Provide adequate facilities for safe storage and proper curing of concrete test cylinders onsite for first 24 hours, and for additional time as may be required before transporting to test lab.
2. Provide concrete for testing of slump, air content, and for making cylinders from the point of discharge into forms. When concrete is pumped, Samples used shall be taken from discharge end of pump hose.
3. Evaluation will be in accordance with ACI 301 and Specifications.
4. Specimens shall be made, cured, and tested in accordance with ASTM C31 and ASTM C39.
5. Frequency of testing may be changed at discretion of Engineer.
6. Pumped Concrete: Take concrete samples for slump (ASTM C143) and test cylinders (ASTM C31 and C39) and shrinkage specimens (ASTM C157) at placement (discharge) end of line.
7. Reject concrete represented by cylinders failing to meet strength and air content specified.

B. Tolerances:

1. Walls: Measure and inspect walls for compliance with tolerances specified in Section 03100, Concrete Formwork.
2. Slab Finish Tolerances and Slope Tolerances:
 - a. Floor flatness measurements shall be made day after floor is finished and before shoring is removed to eliminate effects of shrinkage, curing, and deflection.
 - b. Support 10-foot long straightedge at each end with steel gauge blocks of thicknesses equal to specified tolerance.
 - c. Compliance with designated limits in four of five consecutive measurements is satisfactory, unless defective conditions are observed.

C. Water Leakage Tests:

1. Purpose: Determine integrity and watertightness of finished exterior and interior water holding concrete surfaces.
2. Potable Water Supply Reservoirs: Clean and sterilize prior to conducting test as specified in Section 02519, Disinfection of Water Systems.
3. Water-Holding Structures:

- a. Perform leakage tests after concrete structure is complete and capable of resisting hydrostatic pressure of water test. Concrete shall have achieved its full design strength.
 - b. Perform leakage test before backfill, brick facing, grout topping slab, coatings, or other work that will cover concrete surfaces has begun.
 - c. Install temporary bulkheads, cofferdams, and pipe blind flanges, and close valves. Inspect each to see that it provides complete seal.
 - d. Fill with water to test level shown, or maximum liquid level if no test level is given. Maintain this level for 72 hours prior to start of test to allow water absorption, structural deflection, and temperature to stabilize.
 - e. Measure evaporation and precipitation by floating a partially filled, transparent, calibrated, open top container.
 - f. Measure water surface at two points 180 degrees apart when possible where attachments, such as ladders exist, at 24-hour intervals. Using sharp pointed hook gauge and fixed metal measure capable of reading to 1/100 of an inch. Continue test for period of time sufficient to produce at least 1/2-inch drop in water surface based on assumption that leakage would occur at maximum allowable rate specified or for 72 hours, whichever is lesser time.
4. Acceptance Criteria:
 - a. Volume loss shall not exceed 0.075 percent of contained liquid volume in 24-hour period, correcting for evaporation, precipitation, and settlement.
 - b. No damp spots or seepage visible on exposed surfaces. Damp spot is defined as sufficient moisture to be transferred to dry hand upon touching.
 5. Repairs When Test Fails: Dewater structure; fill leaking cracks with crack repair epoxy as specified in Section 03740, Concrete Repair Crack Injection. Patch areas of damp spots previously recorded, and repeat water leakage test in its entirety until the structure successfully passes the test.

3.11 MANUFACTURER'S SERVICES

- A. Provide the following representative at Site in accordance with Section 01640, Manufacturers' Services, for installation assistance, inspection, and certification of proper installation for concrete ingredients, mix design, mixing, and placement.
 1. Batch Plant Representative:
 - a. Observe how concrete mixes are performing.
 - b. Be present during first placement of each type of concrete mix.
 - c. Assist with concrete mix design, performance, placement, weather problems, and problems as may occur with concrete mix throughout Project.
 - d. Establish control limits on concrete mix designs.
 2. Admixture Manufacturer's Representative:
 - a. Demonstrate special features, product performance, product mixing, testing, and placement or installation for each type of admixture.
 - b. Observe how concrete mixes are performing.
 - c. Be present during first placement of each type of concrete mix.

- d. Assist with concrete mix design, performance, placement, weather problems, and problems as may occur with concrete mix throughout Project, including instructions for redosing.
 - e. Provide equipment for control of concrete redosing for air entrainment or high range water reducing admixture (superplasticizers) at Site to maintain proper slump and air content if so needed.
3. Bonding Agent Manufacturer's Representative: Demonstrate product performance, product mixing, and placement.

3.12 PROTECTION OF INSTALLED WORK

- A. After curing as specified in Section 03370, Concrete Curing, and after applying final floor finish, cover slabs with plywood or particle board or plastic sheeting or other material to keep floor clean and protect it from material and damage due to other construction work.
- B. Repair defective areas and areas damaged by construction.

END OF SECTION

SECTION 03370 - CONCRETE CURING

PART 1 GENERAL

1.01 THE REQUIREMENT

- A. Protect all freshly deposited concrete from premature drying and excessively hot or cold temperatures, and maintain with minimal moisture loss at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete in accordance with requirements specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Framework
- B. Cast-in-Place Concrete
- C. Grout

1.03 SUBMITTALS

- A. In accordance with the procedures and requirements set forth in the Section entitled "Submittals", the contractor shall submit the following:
 - 1. Request for acceptance along with procedures for protection of concrete under wet weather placement conditions.
 - 2. Request for placement along with proposed procedures for hot weather placement.
 - 3. Request for acceptance and proposed materials and procedures for moisture preservation.

1.04 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of other requirements of these specifications all work hereunder shall conform to the applicable requirements of the referenced portions of the following documents, to the extent that the requirements therein are not in conflict with the provisions of this Section.
 - 1. Specifications for Structural Concrete for buildings, ACI 301.
 - 2. Guide for Measuring, Mixing, Transporting, and Placing Concrete, ACI 304.
 - 3. Hot Weather Concreting, ACI 305.
 - 4. Specifications for Sheet Materials for Curing Concrete, ASTM C171.
 - 5. Specification for Liquid Membrane - Forming Compounds for Curing Concrete, ASTM C309.

6. Federal Specification TT-C-800.

1.05 QUALITY ASSURANCE

- A. Curing compound shall not be used on any surface where concrete or other material will be bonded unless the manufacturer certifies that the curing compound will not prevent bond or indicates measures to be taken to completely remove the curing compound from areas to receive bonded applications.
- B. Care shall be taken to ensure that curing compounds are compatible with all finish concrete castings.

PART 2 PRODUCTS

2.01 CURING COMPOUNDS

- A. All materials shall meet the ASTM specifications C309, Type 1-D or Federal Specification TT-C-800 and shall have a minimum solids content of 30 percent.

PART 3 EXECUTION

3.01 PROTECTION AND CURING

- A. All concrete work shall be protected from the elements, flowing water and from defacement of any nature during construction operations.
- B. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury. Protect concrete during the curing period such that the concrete temperature does not fall below the requirements of Section 3.02 -Concrete Temperature. Cure concrete in accordance with paragraph E or paragraph F.
- C. When concrete is placed in cold weather as defined in ACI 306, the concrete shall be protected in accordance with requirements of ACI 306, Cold Weather Concreting.
- D. When concrete is placed in hot weather as defined in ACI 305, the concrete shall be protected in accordance with the requirements of ACI 305, Hot Weather Concreting.
- E. After placing and finishing, use one or more of the following methods to preserve moisture in concrete:
 - 1. Ponding or continuous fogging or sprinkling.
 - 2. Application of mats or fabric kept continuously wet.
 - 3. Continuous application of steam (under 150 degrees Fahrenheit).
 - 4. Application of sheet materials conforming to ASTM C171.
 - 5. Application of a curing compound conforming to ASTM C309 or Federal Specification TT-C-800. Apply the compound in accordance with the manufacturer's recommendation on after water sheen has disappeared from the

concrete surface and after finishing operations. The rate of application shall not exceed 200 square feet per gallon. For rough surfaces, apply in two directions at right angles to each other.

- F. Keep absorbent forms wet until they are removed. After form removal, cure concrete by one of the methods in paragraph E. Frames may be “cracked” within twenty-four hours and kept moist until they are required to be kept in place per Section 03100.

3.02 CONCRETE TEMPERATURE

- A. When the average of the highest and lowest temperature during the period from midnight to midnight is expected to drop below 40 F for more than three successive days, concrete shall be delivered to meet the following minimum temperature immediately after placement:
 - 1. 55 degrees Fahrenheit for sections less than 12 in. in the least dimension
 - 2. 50 degrees Fahrenheit for sections 12 in. to 36 in. in the least dimension
 - 3. 45 degrees Fahrenheit for sections 36 in. to 72 in. in the least dimension
 - 4. 40 degrees Fahrenheit for sections greater than 72 in. in the least dimension
- B. The temperature of concrete as placed shall not exceed these values by more than 20 degrees Fahrenheit.
- C. These minimum requirements may be terminated when temperatures above 50 degrees Fahrenheit occur during more than half of any 24 hour duration.
- D. Unless otherwise specified or permitted, the temperature of concrete as delivered shall not exceed 90 degrees Fahrenheit.
- E. During and following curing, do not allow the surface of the concrete to change temperature more than the following:
 - 1. 50 degrees Fahrenheit in any 24-hr period for sections less than 12 in. in the least dimension
 - 2. 40 degrees Fahrenheit for sections from 12 to 36 in. in the least dimension
 - 3. 30 degrees Fahrenheit for sections 36 to 72 in. in the least dimension
 - 4. 20 degrees Fahrenheit for sections greater than 72 in. in the least dimension

3.03 FINAL CURING

- A. Cure for at least the first seven days after placement for all concrete except high early strength concrete, for which the period shall be at least the first three days after placement.
 - 1. Alternatively, moisture retention measures may be terminated when:

- a. Tests are made on at least two additional cylinders kept adjacent to the structure and cured by the same methods as the structure and tests indicate 70 percent of the specified compressive strength, f'c, as determined in accordance with ASTM C39.
 - b. The temperature of the concrete is maintained at 50 degrees fahrenheit or higher for the time required to achieve 85 percent of f'c in laboratory-cured cylinders representative of the concrete in place.
 - c. The strength of concrete reaches f'c as determined by accepted nondestructive methods or laboratory-cured cylinder test results.
- B. When one of the curing procedures in Paragraph 3.01-E is used initially, the curing procedure may be replaced by one of the other procedures when concrete is one day old, provided concrete is not permitted to become surface dry at any time.

END OF SECTION

SECTION 03600 - GROUT

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install grout complete as shown on the Drawings and as specified herein.

1.2 SUBMITTALS

- A. Submit to the Engineer, in accordance with Section 01300, shop drawings and product data showing materials of construction and details of installation for:
 - 1. Commercially manufactured nonshrink cementitious grout. The submittal shall include catalog cuts, technical data, storage requirements, product life, working time after mixing, temperature considerations, conformity to required ASTM standards and Material Safety Data Sheet.
 - 2. Commercially manufactured nonshrink epoxy grout. The submittal shall include catalog cuts, technical data, storage requirements, product life, working time after mixing, temperature considerations, conformity to required ASTM standards and Material Safety Data Sheet.
 - 3. Cement grout. The submittal shall include the type and brand of the cement, the gradation of the fine aggregate, product data on any proposed admixtures and the proposed mix of the grout.
 - 4. Concrete grout. The submittal shall include data as required for concrete and fiber reinforcement as delineated in Section. This includes the mix design, constituent quantities per cubic yard and the water/cement ratio.
- B. Samples
 - 1. Samples of commercially manufactured grout products when requested by the Engineer.
 - 2. Aggregates for use in concrete grout when requested by the Engineer.
- C. Laboratory Test Reports
 - 1. Submit laboratory test data as required under Section 03300 for concrete to be used as concrete grout.
- D. Qualifications
 - 1. Grout manufacturers shall submit documentation that they have at least 10 years experience in the production and use of the proposed grouts which they will supply.

1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)

1. ASTM C531 - Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical Resistant Mortars, Grouts and Monolithic Surfacing and Polymer Concretes
 2. ASTM C579 - Standard Test Method for Compressive Strength of Chemical Resistant Mortars, Grouts and Monolithic Surfacing and Polymer Concretes
 3. ASTM C827 - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures
 4. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
 5. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics
- B. U.S. Army Corps of Engineers Standard (CRD)
1. CRD C-621 - Corps of Engineers Specification for Nonshrink Grout
- C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.4 QUALITY ASSURANCE

- A. Qualifications
1. Grout manufacturer shall have a minimum of 10 years experience in the production and use of the type of grout proposed for the work.
- B. Services of Manufacturer's Representative
1. A qualified field technician of the nonshrink grout manufacturer, specifically trained in the installation of the products, shall attend the pre-installation conference and shall be present for the initial installation of each type of nonshrink grout. Additional services shall also be provided, as required, to correct installation problems.
- C. Field Testing
1. All field testing and inspection services required shall be provided by the Owner. The Contractor shall assist in the sampling of materials and shall provide any ladders, platforms, etc, for access to the work. The methods of testing shall comply in detail with the applicable ASTM Standards.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the jobsite in original, unopened packages, clearly labeled with the manufacturer's name, product identification, batch numbers and printed instructions.
- B. Store materials in full compliance with the manufacturer's recommendations. Total storage time from date of manufacture to date of installation shall be limited to 6 months or the manufacturer's recommended storage time, whichever is less.

- C. Material which becomes damp or otherwise unacceptable shall be immediately removed from the site and replaced with acceptable material at no additional expense to the Owner.
- D. Nonshrink cement-based grouts shall be delivered as preblended, prepackaged mixes requiring only the addition of water.
- E. Nonshrink epoxy grouts shall be delivered as premeasured, prepackaged, three component systems requiring only blending as directed by the manufacturer.

1.6 DEFINITIONS

- A. Nonshrink Grout: A commercially manufactured product that does not shrink in either the plastic or hardened state, is dimensionally stable in the hardened state and bonds to a clean base plate.

PART 2 PRODUCTS

2.1 GENERAL

- A. The use of a manufacturer's name and product or catalog number is for the purpose of establishing the standard of quality desired.
- B. Like materials shall be the products of one manufacturer or supplier in order to provide standardization of appearance.

2.2 MATERIALS

A. Nonshrink Cementitious Grout

1. Nonshrink cementitious grouts shall meet or exceed the requirements of ASTM C1107, Grades B or C and CRD C-621. Grouts shall be portland cement based, contain a pre-proportioned blend of selected aggregates and shrinkage compensating agents and shall require only the addition of water. Nonshrink cementitious grouts shall not contain expansive cement or metallic particles. The grouts shall exhibit no shrinkage when tested in conformity with ASTM C827.
 - a. General purpose nonshrink cementitious grout shall conform to the standards stated above and shall be SikaGrout 212 by Sika Corp.; Set Grout by Master Builders, Inc.; Gilco Construction Grout by Gifford Hill & Co.; Euco NS by The Euclid Chemical Co.; NBEC Grout by U. S. Grout Corp. or equal.
 - b. Flowable (Precision) nonshrink cementitious grout shall conform to the standards stated above and shall be Masterflow 928 by Master Builders, Inc.; Hi-Flow Grout by the Euclid Chemical Co.; SikaGrout 212 by Sika Corp.; Supreme Grout by Gifford Hill & Co.; Five Star Grout by U. S. Grout Corp. or equal.

B. Nonshrink Epoxy Grout

1. Nonshrink epoxy-based grout shall be a pre-proportioned, three component, 100 percent solids system consisting of epoxy resin, hardener, and blended aggregate. It shall have a compressive strength of 14,000 psi in 7 days when tested in conformity with ASTM D695 and have a maximum thermal expansion of 30×10^{-6} when tested in conformity with ASTM C531. The grout shall be Ceilcote 648 CP by Master Builders Inc.; Five Star Epoxy Grout by U.S. Grout Corp.; Sikadur 42 Grout-Pak by Sika Corp.; High Strength Epoxy Grout by the Euclid Chemical Co. or equal.
- C. Cement Grout
1. Cement grouts shall be a mixture of one part portland cement conforming to ASTM C150, Types I, II, or III and 1 to 2 parts sand conforming to ASTM C33 with sufficient water to place the grout. The water content shall be sufficient to impart workability to the grout but not to the degree that it will allow the grout to flow.
- D. Concrete Grout
1. Concrete grout shall conform to the requirements of Section 03300 except as specified herein. It shall be proportioned with cement, pozzolan, coarse and fine aggregates, water, water reducer and air entraining agent to produce a mix having an average strength of 2900 psi at 28 days, or 2500 psi nominal strength. Coarse aggregate size shall be $\frac{1}{4}$ maximum. Slump should not exceed 5-in and should be as low as practical yet still retain sufficient workability.
- E. Water
1. Potable water, free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

PART 3 EXECUTION

3.1 PREPARATION

- A. Grout shall be placed over cured concrete which has attained its full design strength unless otherwise approved by the Engineer.
- B. Concrete surfaces to receive grout shall be clean and sound; free of ice, frost, dirt, grease, oil, curing compounds, laitance and paints and free of all loose material or foreign matter which may effect the bond or performance of the grout.
- C. Roughen concrete surfaces by chipping, sandblasting, or other mechanical means to ensure bond of the grout to the concrete. Remove loose or broken concrete. Irregular voids or projecting coarse aggregate need not be removed if they are sound, free of laitance and firmly embedded into the parent concrete.
 1. Air compressors used to clean surfaces in contact with grout shall be the oilless type or equipped with an oil trap in the air line to prevent oil from being blown onto the surface.

- D. Remove all loose rust, oil or other deleterious substances from metal embedments or bottom of baseplates prior to the installation of the grout.
- E. Concrete surfaces shall be washed clean and then kept moist for at least 24 hours prior to the placement of cementitious or cement grout. Saturation may be achieved by covering the concrete with saturated burlap bags, use of a soaker hose, flooding the surface, or other method acceptable to the Engineer. Upon completion of the 24 hour period, visible water shall be removed from the surface prior to grouting. The use of an adhesive bonding agent in lieu of surface saturation shall only be used when approved by the Engineer for each specific location of grout installation.
- F. Epoxy-based grouts do not require the saturation of the concrete substrate. Surfaces in contact with epoxy grout shall be completely dry before grouting.
- G. Construct grout forms or other leakproof containment as required. Forms shall be lined or coated with release agents recommended by the grout manufacturer. Forms shall be of adequate strength, securely anchored in place and shored to resist the forces imposed by the grout and its placement.
 - 1. Forms for epoxy grout shall be designed to allow the formation of a hydraulic head and shall have chamfer strips built into forms.
- H. Level and align the structural or equipment bearing plates in accordance with the structural requirements and the recommendations of the equipment manufacturer.
- I. Equipment shall be supported during alignment and installation of grout by shims, wedges, blocks or other approved means. The shims, wedges and blocking devices shall be prevented from bonding to the grout by appropriate bond breaking coatings and removed after grouting unless otherwise approved by the Engineer.

3.2 INSTALLATION - GENERAL

- A. Mix, apply and cure products in strict compliance with the manufacturer's recommendations and this Section.
- B. Have sufficient manpower and equipment available for rapid and continuous mixing and placing. Keep all necessary tools and materials ready and close at hand.
- C. Maintain temperatures of the foundation plate, supporting concrete, and grout between 40 and 90 degrees F during grouting and for at least 24 hours thereafter or as recommended by the grout manufacturer, whichever is longer. Take precautions to minimize differential heating or cooling of baseplates and grout during the curing period.
- D. Take special precautions for hot weather or cold weather grouting as recommended by the manufacturer when ambient temperatures and/or the temperature of the materials in contact with the grout are outside of the 60 and 90 degrees F range.
- E. Install grout in a manner which will preserve the isolation between the elements on either side of the joint where grout is placed in the vicinity of an expansion or control joint.

- F. Reflect all existing underlying expansion, control and construction joints through the grout.

3.3 INSTALLATION - CEMENT GROUTS AND NONSHRINK CEMENTITIOUS GROUTS

- A. Mix in accordance with manufacturer's recommendations. Do not add cement, sand, pea gravel or admixtures without prior approval by the Engineer.
- B. Avoid mixing by hand. Mixing in a mortar mixer (with moving blades) is recommended. Pre-wet the mixer and empty excess water. Add premeasured amount of water for mixing, followed by the grout. Begin with the minimum amount of water recommended by the manufacturer and then add the minimum additional water required to obtain workability. Do not exceed the manufacturer's maximum recommended water content.
- C. Placements greater than 3-in in depth shall include the addition of clean, washed pea gravel to the grout mix when approved by the manufacturer. Comply with the manufacturer's recommendations for the size and amount of aggregate to be added.
- D. Place grout into the designated areas in a manner which will avoid segregation or entrapment of air. Do not vibrate grout to release air or to consolidate the material. Placement should proceed in a manner which will ensure the filling of all spaces and provide full contact between the grout and adjoining surfaces. Provide grout holes as necessary.
- E. Place grout rapidly and continuously to avoid cold joints. Do not place cement grouts in layers. Do not add additional water to the mix (retemper) after initial stiffening.
- F. Just before the grout reaches its final set, cut back the grout to the substrate at a 45 degree angle from the lower edge of bearing plate unless otherwise approved by the Engineer. Finish this surface with a wood float (brush) finish.
- G. Begin curing immediately after form removal, cutback, and finishing. Keep grout moist and within its recommended placement temperature range for at least 24 hours after placement or longer if recommended by the manufacturer. Saturate the grout surface by use of wet burlap, soaker hoses, ponding or other approved means. Provide sunshades as necessary. If drying winds inhibit the ability of a given curing method to keep grout moist, erect wind breaks until wind is no longer a problem or curing is finished.

3.4 INSTALLATION - NONSHRINK EPOXY GROUTS

- A. Mix in accordance with the procedures recommended by the manufacturer. Do not vary the ratio of components or add solvent to change the consistency of the grout mix. Do not overmix. Mix full batches only to maintain proper proportions of resin, hardener and aggregate.
- B. Monitor ambient weather conditions and contact the grout manufacturer for special placement procedures to be used for temperatures below 60 or above 90 degrees F.

- C. Place grout into the designated areas in a manner which will avoid trapping air. Placement methods shall ensure the filling of all spaces and provide full contact between the grout and adjoining surfaces. Provide grout holes as necessary.
- D. Minimize "shoulder" length (extension of grout horizontally beyond base plate). In no case shall the shoulder length of the grout be greater than the grout thickness.
- E. Finish grout by puddling to cover all aggregate and provide a smooth finish. Break bubbles and smooth the top surface of the grout in conformity with the manufacturer's recommendations.
- F. Epoxy grouts are self curing and do not require the application of water. Maintain the formed grout within its recommended placement temperature range for at least 24 hours after placing, or longer if recommended by the manufacturer.

3.5 INSTALLATION - CONCRETE GROUT

- A. Screed underlying concrete to the grade shown on the Drawings. Provide the surface with a broomed finish, aligned to drain. Protect and keep the surface clean until placement of concrete grout.
- B. Remove the debris and clean the surface by sweeping and vacuuming of all dirt and other foreign materials. Wash the tank slab using a strong jet of water. Flushing of debris into tank drain lines will not be permitted.
- C. Saturate the concrete surface for at least 24 hours prior to placement of the concrete grout. Saturation may be maintained by ponding, by the use of soaker hoses, or by other methods acceptable to the Engineer. Remove excess water just prior to placement of the concrete grout. Place a cement slurry immediately ahead of the concrete grout so that the slurry is moist when the grout is placed. Work the slurry over the surface with a broom until it is coated with approximately 1/16 to 1/8-in thick cement paste. (A bonding grout composed of 1 part portland cement, 1.5 parts fine sand, an approved bonding admixture and water, mixed to achieve the consistency of thick paint, may be substituted for the cement slurry.)
- D. Place concrete grout to final grade using the scraper mechanism as a guide for surface elevation and to ensure high and low spots are eliminated. Unless specifically approved by the equipment manufacturer, mechanical scraper mechanisms shall not be used as a finishing machine or screed.
- E. Provide grout control joints as indicated on the Drawings.
- F. Finish and cure the concrete grout as specified for cast-in-place concrete.

3.6 SCHEDULE

- A. The following list indicates where the particular types of grout are to be used:
 - 1. General purpose nonshrink cementitious grout: Use at all locations where non shrink grout is called for on the plans except for base plates greater in area than 3-ft wide by 3-ft long and except for the setting of anchor rods, anchor bolts or reinforcing steel in concrete.

2. Flowable nonshrink cementitious grout: Use under all base plates greater in area than 3-ft by 3-ft. Use at all locations indicated to receive flowable nonshrink grout by the Drawings. The Contractor, at his/her option and convenience, may also substitute flowable nonshrink grout for general purpose nonshrink cementitious grout.
3. Nonshrink epoxy grout: Use for the setting of anchor rods, anchor bolts and reinforcing steel in concrete and for all locations specifically indicated to receive epoxy grout.
4. Cement grout: Cement grout may be used for grouting of incidental base plates for structural and miscellaneous steel such as post base plates for platforms, base plates for beams, etc. It shall not be used when nonshrink grout is specifically called for on the Drawings or for grouting of primary structural steel members such as columns and girders.
5. Concrete grout: Use for overlaying the base concrete to allow more control in placing the surface grade and elsewhere as shown on the Drawings.

END OF SECTION

SECTION 03740 - MODIFICATIONS AND REPAIR TO EXISTING CONCRETE

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and cut, chip, repair, demolish, excavate, or otherwise modify parts of existing structures or appurtenances as shown on the sketches and as specified herein.
- B. Work under this Section shall include repairs to existing deteriorated concrete. Repairs are separated into three basic categories as follows:
 - 1. Surface deterioration, greater than 1/2" and less than 2" depth, no exposed rebar.
 - 2. Surface deterioration, greater than 2" and less than 3", with exposed rebar, no rebar deterioration.
 - 3. Surface deterioration, greater than 3" to maximum 16" with exposed, deteriorated and/or missing rebar.

1.2 RELATED WORK

- A. Cast-In-Place Concrete is included in Section 03300.
- B. Grout is included in Section 03600.

1.3 GENERAL

- A. No existing structure or concrete shall be shifted, cut, removed, or otherwise altered until written authorization is given by the Engineer.
- B. When removing materials or portions of existing structures and when making openings in existing structures, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, nor to damage the structures or contents by falling or flying debris. Unless otherwise permitted, line drilling will be required in cutting existing concrete.
- C. Manufacturer qualifications: The manufacturer of the specified products shall have a minimum of 10 years experience in the manufacture of such products and shall have an ongoing program of training, certifying and technically supporting the Contractor's personnel.
- D. Contractor qualifications: Contractors shall complete a program of instruction in the application of the approved manufacturer's material and provide certification from the manufacturer attesting to their training and status as an approved applicator.
- E. Furnish a notarized certificate stating that the materials specified meet the project requirements and submit the manufacturer's current printed literature on the specified product.

1.4 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
1. ASTM D570 - Standard Test Method for Water Absorption of Plastics.
 2. ASTM D1653, Method B - Standard Test Method for Water Vapor Permeability of Organic Coating Films.
 3. ASTM D 790 - Standard Test Method for flexural properties of unreinforced and reinforced plastics and electrical insulating materials.
 4. ASTM D638 - Standard Test Method for Tensile Properties of Plastics.
 5. ASTM D732 - Standard Test Method for Shear Strength of Plastics by Punch Tool
 6. ASTM D695 - Standard Test Method for Compressive Properties Rigid Plastics.
 7. ASTM C882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear
 8. ASTM D1525 - Standard Test Method for Vicat Softening Temperature of Plastics.
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Epoxy Bonding Compound:
1. The epoxy bonding compound shall be furnished in two components for combining immediately prior to use in accordance with the manufacturer's written instructions and as specified herein.
 2. The components of the epoxy resin system shall conform to the following requirements:
 - a. Component A - Component A shall be a modified epoxy resin of the epichlorohydrin bisphenol A condensation type, containing suitable viscosity control agents and having an epoxide equivalent of 180 to 200.
 - b. Component B - Component B shall be primarily a reaction product of an alkyl glycidyl ether and a polyfunctional aliphatic amine containing suitable viscosity agents modified with 2, 4, 6 tri (dimethylamino-methyl) phenol.
 - c. The component ratio of B:A shall be 1:1 by volume.
 - d. The resultant compound shall be polysulfide free.
 3. Properties of Mixed Components:
 - a. Solids Content: 100 percent by weight
 - b. Pot Life: 20 to 30 minutes at 73 Degrees F
 - c. Tack-Free Time (thin film): 3 to 5 hrs at 73 Degrees F
 - d. Final Cure ASTM D695: 3 days at 73 Degrees F
 4. (ASTM D695 percent ultimate strength)
 - a. Initial Viscosity (A+B): 2400 to 3200 cps minimum at 73 Degrees F
 - b. Color mixed: Straw
 5. Properties of Cured Material:

- a. Neat Material
- b. Tensile Strength: 5300 psi minimum at
- c. (ASTM D638) 14 days 73 Degrees F cure
- d. Tensile Elongation: 4.8 percent at 14 days,
- 6. (ASTM D638 modified) 73 Degrees F cure
- a. Compressive Strength: 7000 psi minimum at
- 7. (ASTM D695) 28 days 73 Degrees F cure
- a. Compressive Modulus: 250,000 psi minimum at
- b. (ASTM D695) 1.0 percent maximum
- 8. (ASTM D570)
- a. Bond Strength: 1500 psi minimum at
- 9. (Plastic to Hardened) 14 days, 73 Degrees F cure
- a. Deflection Temperature: 180 Degrees F minimum
- 10. (ASTM D1525)
- 11. Epoxy bonding compound shall be Sikadur Hi-Mod as manufactured by Sika Chemical Corp., Lyndhurst, N.J.; W.R. Grace Co., Cambridge, MA; Adhesive Engineering Co., Lawrence, MA or equal.

B. Epoxy Paste

- 1. General
 - a. Epoxy Paste shall be a two-component, solvent-free, asbestos free, moisture insensitive epoxy resin material used to bond dissimilar materials to concrete such as setting railing posts, dowels, anchor bolts and all-threads into hardened concrete and shall comply with the requirements of ASTM C881, Type I, Grade 3 and the additional requirements specified herein. It may also be used to patch existing surfaces where the glue line is 1/8-in or less.
- 2. Material
 - a. Properties of the cured material:
 - 1) Compressive Properties (ASTM D695): 10,000 psi minimum at 28 days.
Tensile Strength (ASTM D638): 3,000 psi minimum at 14 days.
Elongation at Break - 0.3 percent minimum.
 - 2) Flexural Strength (ASTM D790 - Modulus of Rupture): 3,700 psi minimum at 4 days.
 - 3) Shear Strength (ASTM D732): 2,800 psi minimum at 14 days.
 - 4) Water Absorption (ASTM D570): 1.0 percent maximum at 7 days.
 - 5) Bond Strength (ASTM C882): 2,000 psi at 14 days moist cure.
 - 6) Color: Concrete grey.
- 3. Approved manufacturer's include:
 - a. Overhead applications: Sika Corporation, Lyndhurst, NJ - Sikadur Hi-mod LV 31; Master Builders, Inc., Cleveland, OH - Concreative 1438 or equal.
 - b. Sika Corporation, Lyndhurst, N.J. - Sikadur Hi-mod LV 32; Master Builders, Inc., Cleveland, OH - Concreative 1438 or equal.

C. Non-Shrink Precision Cement Grout, Non-Shrink Cement Grout, Non-Shrink Epoxy Grout and Polymer Modified mortar are included in Section 03600 GROUT.

D. Adhesive Capsule type anchor system shall be equal to Molly parabond two part stud and capsule system by Emhart, Temple, PA or the HVA adhesive Anchoring System by Hilti Fastening Systems, Tulsa, OK. The capsule shall consist of a sealed

glass capsule containing premeasured amounts of a polyester or vinyl ester resin, quartz sand aggregate and a hardener contained in a separate vial within the capsule.

E. Crack Repair Epoxy Adhesive

1. General

- a. Crack Repair Epoxy Adhesive shall be a two-component, solvent-free, moisture insensitive epoxy resin material suitable for crack grouting by injection or gravity feed. It shall be formulated for the specific size of opening or crack being injected.

2. Material

a. Properties of the cured material

- 1) Compressive Properties (ASTM D695): 10,000 psi minimum at 28 days.
- 2) Tensile Strength (ASTM D638): 5,300 psi minimum at 14 days. Elongation at Break - 2 to 5 percent.
- 3) Flexural Strength (ASTM D790 - Modulus of Rupture): 12,000 psi minimum at 14 days (gravity); 4,600 psi minimum at 14 days (injection)
- 4) Shear Strength (ASTM D732): 3,700 psi minimum at 14 days.
- 5) Water Absorption (ASTM D570 - 2 hour boil): 1.5 percent maximum at 7 days.
- 6) Bond Strength (ASTM C882): 2,400 psi at 2 days dry; 2,000 psi at 14 days dry plus 12 days moist.

PART 3 EXECUTION

3.1 GENERAL

- A. Cut, chip, repair, reuse, demolish, excavate or otherwise modify parts of the existing structures or appurtenances, as indicated on the sketches, specified herein, or necessary to permit completion of the Work. All work shall comply with other requirements of this of Section and as shown on the sketches.
- B. All commercial products specified in this Section shall be stored, mixed and applied in strict compliance with the manufacturer's recommendations.
- C. In all cases where concrete is repaired in the vicinity of an expansion joint or control joint the repairs shall be made to preserve the isolation between components on either side of the joint.
- D. When drilling holes for dowels/bolts at new or existing concrete, drilling shall stop if rebar is encountered. As approved by the Engineer, the hole location shall be relocated to avoid rebar. Rebar shall not be cut without prior approval by the Engineer. Where possible, rebar locations shall be identified prior to drilling using "rebar locators" so that drilled hole locations may be adjusted to avoid rebar interference.

3.2 REPAIRING EXISTING CONCRETE

- A. Remove all deteriorated materials, dirt, oil, grease, and all other bond inhibiting materials from the surface by mechanical means, i.e. - waterblasting, sandblasting, grinding, etc, as approved by the Engineer. Be sure the areas are not less than 1/2-in in depth. Irregular voids or surface stones need not be removed if they are sound, free of laitance, and firmly embedded into parent concrete, subject to the Engineer's final inspection.
- B. If reinforcing steel is exposed, it must be mechanically cleaned to remove all contaminants, rust, etc, as approved by the Engineer. If half of the diameter of the reinforcing steel is exposed, chip out behind the steel. The distance chipped behind the steel shall be a minimum of 1/2-in. Reinforcing to be saved shall not be damaged during the demolition operation.
- C. After cleaning the exposed reinforcement it is determined that more than ¼ of the effective cross sectional area has been lost, chip the concrete back along the bar a minimum of 18 bar diameters in each direction from the damaged section and replace the bar with new reinforcement of similar size. Lap the new bar 18 diameters to the exposed non-corroded section. Alternatively, contractor may drill and epoxy grout new rebar in to sound concrete adjacent to deteriorated bar. Embed new bar per grout manufacturer's requirements.
- D. Thoroughly wash the roughened concrete surfaces and keep the surfaces saturated for at least 6 hours before placing new concrete. All free water shall be removed prior to placing the concrete. An epoxy bonding compound as specified may be used in lieu of saturating surface for 6 hours in accordance with repair material manufacturer's requirements.
- E. Repair mortar, shall be placed/pumped to a thickness to match the existing surface.
 - 1. Repair mortar shall be Nonshrink cementitious grout as specified in Section 03600.
- F. When the finish surface is not specified to be lined the color of new concrete in the exposed surfaces shall match the color of the existing adjoining concrete as closely as possible.

3.3 CRACK REPAIR

- A. Cracks on horizontal surfaces shall be repaired by gravity feeding crack sealant into cracks per manufacturer's recommendations. If cracks are less than 1/16-in in thickness they shall be pressure injected.
- B. Cracks on vertical surfaces shall be repaired by pressure injecting crack sealant through valves sealed to surface with crack repair epoxy adhesive per manufacturer's recommendations.

END OF SECTION

SECTION 32141 - PERMEABLE INTERLOCKING CONCRETE PAVERS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Permeable concrete pavers.
 - 2. Bedding and void opening aggregates
 - 3. Aggregate Base
 - 4. Edge restraint.
- B. Related Sections
 - 1. Section 02200 - Earthwork.
 - 2. Section 03300 - Cast-in-place concrete

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. C 131, Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - 2. C 136, Method for Sieve Analysis for Fine and Coarse Aggregate.
 - 3. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
 - 4. D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
 - 5. C 936, Standard Specification for Solid Interlocking Concrete Pavers.
 - 6. C 979, Specification for Pigments for Integrally Colored Concrete.
 - 7. D 698, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5-lb (2.49 kg) Rammer and 12 in. (305 mm) drop.
 - 8. D 1557, Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (4.54 kg) Rammer and 18 in. (457 mm) drop.
 - 9. D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).
 - 10. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
- B. Interlocking Concrete Pavement Institute (ICPI)
 - 1. Permeable Interlocking Concrete Pavement manual.
 - 2. Permeable Design Pro software for hydrologic and structural design

1.03 SUBMITTALS

- A. In accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. Sieve analysis of aggregates for subbase, base and bedding materials per ASTM C 136.
- C. Project specific or producer/manufacturer source test results for void ratio and bulk

density of the base and subbase aggregates.

D. Permeable concrete pavers:

1. Paver manufacturer's catalog sheets with product specifications.
2. Four representative full-size samples of each paver type, thickness, color, and finish. Submit samples indicating the range of color expected in the finished installation.
3. Accepted samples become the standard of acceptance for the work of this Section.
4. Laboratory test reports certifying compliance of the concrete pavers with ASTM C 936.
5. Manufacturer's certification of concrete pavers by ICPI as having met applicable ASTM standards.
6. Manufacturers' material safety data sheets for the safe handling of the specified paving materials and other products specified herein.
7. Paver manufacturer's written quality control procedures including representative samples of production record keeping that ensure conformance of paving products to the product specifications.

1.04 QUALITY ASSURANCE

A. Paver Installation Subcontractor Qualifications:

1. Installation shall be by a contractor and crew with at least one year of experience in placing interlocking concrete pavers on projects of similar nature or dollar costs.
2. Job references from projects of a similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.
3. The Contractor shall be in compliance with all local, state and federal licensing and bonding requirements

B. Regulatory Requirements and Approvals

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with Division 1 Product Requirement Section.

B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact on each paver bundle.

1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
2. Deliver concrete pavers to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift.
3. Unload pavers at job site in such a manner that no damage occurs to the product or existing construction.

D. Storage and Protection: Store materials in protected area such that they are kept free from mud, dirt, and other foreign materials.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Do not install in rain.

1.07 MAINTENANCE

- A. Extra materials: Provide additional material for use by owner for maintenance and repair.
- B. Pavers shall be from the same production run as installed materials.

PART 2 PRODUCTS

Note: Some projects may include permeable and solid interlocking concrete pavements. Specify each product as required.

2.01 PAVING UNITS

- A. Manufacturer: PaveDrain or Approved Equal.
- B. Permeable Interlocking Concrete Paver Units:
 - 1. Paver Type:
 - a. Material Standard: Comply with ASTM C 936.
 - b. Color: Sunset Burst Blend
 - c. Color Pigment Material Standard: Comply with ASTM C 979.

2.02 PRODUCT SUBSTITUTIONS

- A. Substitutions: Permitted for gradations for crushed stone jointing material, base and subbase materials. Base and subbase materials shall have a minimum 0.32 void ratio. All substitutions shall be approved in writing by the project engineer.

2.03 CRUSHED STONE FILLER, BEDDING, BASE AND SUBBASE

- A. Crushed stone with 90% fractured faces, LA Abrasion < 40 per ASTM C 131.
- B. Do not use rounded river gravel for vehicular applications.
- C. All stone materials shall be washed with less than 2% passing the No. 200 sieve.
- D. Joint/opening filler and bedding: conforming to ASTM D 448 gradation as shown in Tables 1 and 2 below:

Table 1
AASHTO No. 57 Grading Requirements
Bedding and Joint/Opening Filler

Sieve Size	Percent Passing
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No. 8)	0 to 5

Table 2
AASHTO No. 2 Grading Requirements

Bedding Sieve Size	Percent Passing
75 mm (3 in.)	100
63 mm (2 1/2 in.)	90 to 100
50 mm (2 in.)	35 to 70
37.5 mm (1 1/2 in.)	0 to 15
19 mm (3/4 in.)	0 to 5

PART 3 EXECUTION

3.01 EXAMINATION

Note: The elevations and surface tolerance of the soil subgrade determine the final surface elevations of concrete pavers. The paver installation contractor cannot correct deficiencies excavation and grading of the soil subgrade with additional bedding materials. Therefore, the surface elevations of the soil subgrade should be checked and accepted by the General Contractor or designated party, with written certification presented to the paver installation subcontractor prior to starting work.

A. Acceptance of Site Verification of Conditions:

1. General Contractor shall inspect, accept and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
 - a. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
 - b. Provide written density test results for soil subgrade to the Owner, General Contractor and paver installation subcontractor.
 - c. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage pipes and inlets.
2. Do not proceed with installation of bedding and interlocking concrete pavers until subgrade soil conditions are corrected by the General Contractor or designated subcontractor.

3.02 PREPARATION

- A. Verify that the soil subgrade is free from standing water.
- B. Stockpile joint/opening filler, base and subbase materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- C. Edge Restraint Preparation:
 1. Install edge restraints per the drawings at the indicated elevations.

3.03 INSTALLATION

- A. General
 1. Any excess thickness of soil applied over the excavated soil subgrade to trap

sediment from adjacent construction activities shall be removed before application of the geotextile and subbase materials.

2. Keep area where pavement is to be constructed free from sediment during entire job. Base and bedding materials contaminated with sediment shall be removed and replaced with clean materials.
3. Do not damage drainpipes, overflow pipes, observation wells, or any inlets and other drainage appurtenances during installation. Report any damage immediately to the project engineer.

B. Geotextiles

1. Place on bottom and sides of soil subgrade. Secure in place to prevent wrinkling from vehicle tires and tracks.
2. Overlap a minimum of 0.3 m (12 in.) in the direction of drainage.

C. Open-graded subbase and base

Note: Compaction of areas or sites that cannot accommodate a roller vibratory compactor may use a minimum 13,500 lbf (60 kN) vibratory plate compactor with a compaction indicator. At least two passes should be made over each lift of the subbase and base aggregates.

1. Moisten, spread and compact the subbase in 4 to 6 in. (100 to 150 mm) lifts without wrinkling or folding the geotextile. Place subbase to protect geotextile from wrinkling under equipment tires and tracks.
2. For each lift, make at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 t (8 T) vibratory roller until there is no visible movement of the stone. Do not crush aggregate with the roller.
3. Moisten, spread and compact the base layer in one 4 in. (100 mm) thick lift. On this layer, make at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 t (8 T) vibratory roller until there is no visible movement of the stone. Do not crush aggregate with the roller.

- D. The surface tolerance the compacted base should not deviate more than. ± 1 in. (25 mm) over a 10 ft (3 m) straightedge.

E. Permeable interlocking concrete pavers and joint/opening fill material

1. Lay the paving units in the pattern(s) and joint widths shown on the drawings. Maintain straight pattern lines.
2. Fill gaps at the edges of the paved area with cut units. Cut pavers subject to tire traffic shall be no smaller than 1/3 of a whole unit.
3. Cut pavers and place along the edges with a double-bladed splitter or masonry saw.
4. Remove excess aggregate on the surface by sweeping pavers clean.
5. Compact and seat the pavers into the bedding material using a low-amplitude, 75-90 Hz plate compactor capable of at least 5,000 lbf (22 kN). This will require at least two passes with the plate compactor.
6. Do not compact within 6 ft (2 m) of the unrestrained edges of the paving units.
7. Apply additional aggregate to the openings and joints if needed, filling them completely. Remove excess aggregate by sweeping then compact the pavers. This will require at least two passes with the plate compactor.
8. All pavers within 6 ft (2 m) of the laying face must be left fully compacted at the completion of each day.

9. The final surface tolerance of compacted pavers shall not deviate more than $\pm 3/8$ (10 mm) under a 10 ft (3 m) long straightedge.
10. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

3.05 FIELD QUALITY CONTROL

- A. After sweeping the surface clean, check final elevations for conformance to the drawings.
- B. Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.
- C. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.
- D. Bond lines for paver courses: $\pm 1/2$ in. (± 15 mm) over a 50 ft (15 m) string line.

3.06 PROTECTION

- A. After work in this section is complete, the General Contractor shall be responsible for protecting work from sediment deposition and damage due to subsequent construction activity on the site.
- B. Installation contractor shall return to site after 6 months from the completion of the work and provide the following as required: fill paver joints with stones, replace broken or cracked pavers, and re-level settled pavers to initial elevations. Any additional work shall be considered part of original bid price and with no additional compensation.

END OF SECTION