

Solicitation 163-11805

Holiday Park Dog Park

Bid Designation: Public



City of Fort Lauderdale

Bid 163-11805 Holiday Park Dog Park

Bid Number **163-11805**
Bid Title **Holiday Park Dog Park**

Bid Start Date **Aug 11, 2016 11:54:20 AM EDT**
Bid End Date **Sep 6, 2016 2:00:00 PM EDT**
Question & Answer End Date **Aug 30, 2016 5:00:00 PM EDT**

Bid Contact **Althea Pemsel**
Sr. Procurement Specialist
Finance
apemsel@fortlauderdale.gov

Bid Contact **Rachel E Sklarew**
Procurement Specialist II
Finance - Procurement Division
rsklarew@fortlauderdale.gov

Prices Good for **120 days**

Bid Comments Sealed bids will be received electronically until 2:00 P.M., local time, on **September 6th, 2016** and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for **BID NO., 163-11805 PROJECT NO., 12046**.
This project consists of Drawing File No. 4-139-90, nine (9) sheets.

This project is located at 1150 G. Harold Martin Drive, in the City of Fort Lauderdale. The work to be accomplished under this contract includes but is not limited to, material, labor, equipment and installation of chain-link fence, entry archway (polygon), metal benches, concrete sidewalk, and water fountain including the water line connection as shown on the plans and specifications. Alternate bid items may be included as selected by the Project Manager based on funding availability.

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

Possession of an active Certified General Contractor's license in the State of Florida is required for this project.

There will be no pre-bid meeting and/or site visit.

Bidding blanks may be obtained **free of charge** at BIDSINC.COM. Drawing Plans are on file in Transportation and Mobility, City of Fort Lauderdale at 100 North Andrews Avenue, 4th Floor Fort Lauderdale, FL 33301 (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.

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

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Contractors Please Note

No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in

this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website:

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For general inquiries, please call (954) 828-5144

****The plans are included in the Documents section of BidSync named 12046 Bid Binder 2016 07 14.**

Item Response Form

Item **163-11805--01-01 - BASE BID TOTAL: Utility - Water Service**
 Lot Description **BASE BID TOTAL**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 1

Description

Furnish all material, labor and equipment necessary to install a 5/8 inch pvc water line from the existing water meter to all proposed water fountains as shown on the plans. This item includes all trenching, restoration, bends, fittings, piping, and etc. required to connect the proposed fountains to the existing water meter. This item does not include water fountains which are bid under seperate item.

Item **163-11805--01-02 - BASE BID TOTAL: Water Fountain**
 Lot Description **BASE BID TOTAL**
 Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish all material, labor and equipment to install water fountain model number DL 2000 ADA SS G or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, associated foundation mounts and drain field per plans, specifications and water fountain detail on sheet LA-7

Item **163-11805--01-03 - BASE BID TOTAL: Concrete Entry Pad**
 Lot Description **BASE BID TOTAL**
 Quantity **500 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 500

Description

Furnish all material, labor and equipment to install 6 inches thick concrete pad at entrance. This item includes clearing and grubbing, mobilization, excavation, compaction and leveling per plans and specifications.

Item **163-11805--01-04 - BASE BID TOTAL: Entry Archway**
 Lot Description **BASE BID TOTAL**

Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install entry archway model Poligon PRT11 or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, associated reinforcement and foundation footing for the archway installation per plans, specifications, manufacturers recommendations and entry portal detail on sheet LA-6.

Item **163-11805--01-05 - BASE BID TOTAL: Chainlink Fence**
 Lot Description **BASE BID TOTAL**
 Quantity **1470 linear feet**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1470

Description

Furnish all materials, labor and equipment to install 6 feet tall vinyl clad chainlink fence. This item includes clearing and grubbing, mobilization, excavation, leveling and associated fence posts foundations per plans and specifications, and manufacturers recommendations.

Item **163-11805--01-06 - BASE BID TOTAL: Entry Column**
 Lot Description **BASE BID TOTAL**
 Quantity **4 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 4

Description

Furnish all materials, labor and equipment to install 6 feet tall entry column. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated foundations per plans, specifications and entry column detail on sheet LA-7

Item **163-11805--01-07 - BASE BID TOTAL: Entry Gate**
 Lot Description **BASE BID TOTAL**
 Quantity **4 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 4

Description

Furnish all materials, labor and equipment to install 4 feet wide by 6 feet tall vinyl clad chainlink entry gate. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated post foundations per plans and specifications

Item **163-11805--01-08 - BASE BID TOTAL: Maintenance Gate**
 Lot Description **BASE BID TOTAL**
 Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install 8 feet wide by 6 feet tall vinyl clad chainlink entry gate. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated post foundations per plans and specifications

Item **163-11805--01-09 - BASE BID TOTAL: Dog Area Sign**
 Lot Description **BASE BID TOTAL**
 Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install dog area signs per plans and specifications

Item **163-11805--01-10 - BASE BID TOTAL: Fence Silhouettes**
 Lot Description **BASE BID TOTAL**
 Quantity **8 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 8

Description

Furnish all materials, labor and equipment to install fence silhouettes per plans and specifications

Item **163-11805--01-11 - BASE BID TOTAL: Dog Park Rules Sign**
 Lot Description **BASE BID TOTAL**
 Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install dog park rules sign model number 7230 or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated sign post foundations per plans and specifications

Item **163-11805--01-12 - BASE BID TOTAL: Dog Waste Station**
 Lot Description **BASE BID TOTAL**
 Quantity **4 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 4

Description

Furnish all materials, labor and equipment to install dog waste station model number DL-490-RD-N or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated post foundations per plans and specifications

Item **163-11805--01-13 - BASE BID TOTAL: Metal Bench**
 Lot Description **BASE BID TOTAL**
 Quantity **6 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 6

Description

Furnish all materials, labor and equipment to install 6 foot long metal benches model number WG-77154-GN or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated concrete pads per plans and specifications

Item **163-11805--02-01 - ALTERNATE BID: Gazebo Type B**
 Lot Description **ALTERNATE BID**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 1

Description

Furnish all materials, labor and equipment to install gazebo - type B - 12 feet x 12 feet or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, 6 inches thick concrete slab and associated concrete footings per plans, specifications, and manufacturers recommendations.

Item **163-11805--02-02 - ALTERNATE BID: Concrete Pathway to Gazebo Type B (4-inch option)**
 Lot Description **ALTERNATE BID**
 Quantity **420 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301

Qty 420

Description

Furnish all material, labor and equipment to install 4 inches thick concrete path from entry pad to gazebo (type B). This item includes clearing and grubbing, mobilization, excavation, and leveling per plans and specifications. City may opt for 6 inches thick pathway depending on bid prices received vs. budget available

Item **163-11805--02-03 - ALTERNATE BID: Concrete Pathway to Gazebo Type B (6-inch option)**
 Lot Description **ALTERNATE BID**
 Quantity **420 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 420

Description

Furnish all material, labor and equipment to install 6 inches thick concrete path from entry pad to gazebo (type B). This item includes clearing and grubbing, mobilization, excavation, and leveling per plans and specifications. City may opt for 4 inches thick pathway depending on bid prices received vs. budget available

Item **163-11805--02-04 - ALTERNATE BID: Gazebo Type A**
 Lot Description **ALTERNATE BID**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 1

Description

Furnish all materials, labor and equipment to install gazebo - type A - 14 feet x 14 feet or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, 6 inches thick concrete slab and associated concrete footing per plans, specifications, and manufacturers recommendations.

Item **163-11805--02-05 - ALTERNATE BID: Concrete Pathway to Gazebo Type A (4-inch option)**
 Lot Description **ALTERNATE BID**
 Quantity **575 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
Qty 575

Description

Furnish all material, labor and equipment to install 4 inches thick concrete path from entry pad to gazebo (type A). This item includes clearing and grubbing, mobilization, excavation, and leveling per plans and specifications. City may opt for 6 inches thick pathway depending on bid prices received vs. budget available

Item **163-11805--02-06 - ALTERNATE BID: Concrete Pathway to Gazebo Type A (6-inch option)**
 Lot Description **ALTERNATE BID**
 Quantity **575 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 575

Description

Furnish all material, labor and equipment to install 6 inches thick concrete path from entry pad to gazabo (type A). This item includes clearing and grubbing, mobilization, excavation, and leveling per plans and specifications. City may opt for 4 inches thick pathway depending on bid prices received vs. budget available

Item **163-11805--02-07 - ALTERNATE BID: Small Climbing Boulder**

Lot Description **ALTERNATE BID**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install climbing boulder model number DL-WBOLB-L or City approved equal. This item includes clearing and grubbing, mobilization, excavation, and leveling per plans and specifications

Item **163-11805--02-08 - ALTERNATE BID: Large Climbing Boulder**

Lot Description **ALTERNATE BID**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 1

Description

Furnish all materials, labor and equipment to install climbing boulder model number DL-WBOER-XL or City approved equal. This item includes clearing and grubbing, mobilization, excavation, and leveling per plans and specifications

Item **163-11805--02-09 - ALTERNATE BID: Log Balance Beam**

Lot Description **ALTERNATE BID**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 1

Description

Furnish all materials, labor and equipment to install log balance beam model number DL-1000070-CP or City approved equal. This item includes clearing and grubbing, mobilization, excavation, and leveling per plans and specifications

Item **163-11805--02-10 - ALTERNATE BID: Tunnel Thru**
Lot Description **ALTERNATE BID**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 1

Description

Furnish all materials, labor and equipment to install tunnel thru model number DL-491-N or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated concrete footings per plans and specifications

Item **163-11805--02-11 - ALTERNATE BID: Stepping Paws**
Lot Description **ALTERNATE BID**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install stepping paws number DL-470-N or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated concrete footings per plans and specifications

Item **163-11805--02-12 - ALTERNATE BID: Training Platform**
Lot Description **ALTERNATE BID**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install training platform model number DL-420-N or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated concrete footings per plans and specifications

Item **163-11805--02-13 - ALTERNATE BID: Jumping Hurdle Run**
Lot Description **ALTERNATE BID**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install jumping hurdle run model number DL-10040-GF or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated concrete pad per plans and specifications

Item **163-11805--02-14 - ALTERNATE BID: Additional 6ft Metal Bench**
Lot Description **ALTERNATE BID**
Quantity **3 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 3

Description

Furnish all materials, labor and equipment to install 6 foot long metal benches model number WG-77154-GN or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated concrete pads per plans and specifications

Item **163-11805--02-15 - ALTERNATE BID: Additional Dog Waste Station**
Lot Description **ALTERNATE BID**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install dog waste station model number DL-490-RD-N or City approved equal. This item includes clearing and grubbing, mobilization, excavation, leveling, and associated post foundations per plans and specifications

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

BID NO. 163-11805

PROJECT NO. 12046

Holiday Park Dog Park



**Issued on Behalf of: Public Works
100 N. Andrews Avenue
Fort Lauderdale, FL 33301**

**KHANT K. MYAT P.E.
PROJECT MANAGER II**

**RACHEL SKLAREW
PROCUREMENT SPECIALIST II
Telephone: (954) 828-6167 E-mail: rsklarew@fortlauderdale.gov**

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City of Fort Lauderdale

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Forms

These forms must be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

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Drawings

Project #12046

INVITATION TO BID

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Project #12046

For general inquiries, please call (954) 828-5144

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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7. FORMS OF PROPOSALS - Each proposal and its accompanying statements must be made on the blanks provided. THE FORMS MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED, and must show the name of the bidder and a statement as to its contents. The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.
8. 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.
9. BID BOND
(THIS SECTION INTENTIONALLY LEFT BLANK)
10. FILLING IN BIDS - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.
11. PRICES QUOTED: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
12. 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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://fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's website at the following link:

<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

18. **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.

19. 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 applicable). 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.

20. 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.

21. COPIES OF DRAWING PLANS - Copies of the drawing plans are on file in the Transportation and Mobility Department, 290 NE 3rd Avenue, Fort Lauderdale, Florida 33301.

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

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

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

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

23. 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 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.

24. 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.

25. 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.

26. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS - It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed **to a policy of equitable participation for these firms**. The City of Fort Lauderdale wants to

increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

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

28. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and

Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: <http://fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://fortlauderdale.gov/departments/finance/procurement-services/bid-results>
Or any interested party may call the Procurement Services Division at 954-828-5144.

29. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Bidder's response to this ITB.

30. PUBLIC RECORDS

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: KHANT K. MYAT 954-828-5061 KMYAT@FORTLAUDERDALE.GOV 100 N. ANDREWS AVENUE, 4TH FLOOR FORT LAUDERDALE, FLORIDA 33301.

Project # 12046

SPECIAL CONDITIONS

1. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, at Holiday Park Dog Park located at 1150 G. Harold Martin Drive Fort Lauderdale, Florida to provide all labor, material, equipment, and installation including but not limited to, chain-link fence, entry archway (polygon), metal benches, concrete sidewalk, and water fountain including the water line connection as shown on the plans and specifications. Alternate bid items may be included as selected by the Project Manager based on funding availability. Bids submitted will be in acceptable condition per the project plan for the City's Public Works Department in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

2. TRANSACTION FEES

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

3. SUBMISSION OF BIDS

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

4. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Rachel Sklarew, Procurement Specialist II**, via email at rsklarew@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

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5. PRE-BID MEETING AND/OR SITE VISIT

There will not be a pre-bid meeting and/or site visit scheduled.

It will be the sole responsibility of the bidder to inspect the City's location(s)/facilities and/or become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-bid meeting and/or site visit.

6. CONTRACT PERIOD

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.

The Work shall be Substantially Completed within 45 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 60 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

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

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

7. BID SECURITY

(THIS SECTION INTENTIONALLY LEFT BLANK)

8. REQUIRED LICENSES/CERTIFICATIONS

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

An active Certified General Contractors license in the State of Florida.

Note: Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid

9. SPECIFIC EXPERIENCE REQUIRED

(THIS SECTION INTENTIONALLY LEFT BLANK)

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10. BID ALLOWANCE

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

Allowance	\$
Permit Fee(s)	5,000

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

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

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

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, Worker's Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 for any Architectural and/or Engineering requirements associated with the fulfillment of the contract required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

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.

- a) 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

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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.

b) 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:

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.

Commercial General Liability

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

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

Business Automobile Liability

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

Endorsements Required:

Waiver of Subrogation

Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

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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.

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

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

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

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

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

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

12. PERFORMANCE AND PAYMENT BOND: 100%

Number of awards anticipated: one (1)

Special Conditions: Page 5 of 6

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EXHIBIT 3

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13. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Khant K. Myat whose address is 100 N. 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.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Hundred (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

15. REGULAR CONTRACTOR WORK SCHEDULE: 7:00 am to 6:00 pm Monday through Friday.**16. CITY ENGINEERING INSPECTORS HOURS: 8:00 am to 4:30 pm Monday through Friday.**

City Inspector hours are 8:00 a.m. to 4:30 p.m. Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

Overtime Cost: \$219

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GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor, on its own, has made or caused to be made examinations, investigations, tests and studies of reports and related data in addition to those referred above, as Contractor deemed necessary to perform the Work at the Bid price set by the Contractor, within the contract time and in accordance with the other terms and conditions of the Contract Documents

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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.

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

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

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

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

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

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is

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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.

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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, conflictions, 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.

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

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

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

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

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

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

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

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

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

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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.

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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. 2014), 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 (2014), 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

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subsection (5) of section 287.135, Florida Statutes (2014), 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 (2014), 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.

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CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

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

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

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

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

ARTICLE 1 – DEFINITIONS

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

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

contract time directly related to the original scope of work, issued on or after the effective date of the contract.

1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

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

1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.

1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

1.13 Day – Day calendar day of twenty-four (24) hours ending at midnight.

1.14 Defective – An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

1.15 Effective Date of the Agreement – The effective date of the agreement shall be the date the City Commission approves the work. The contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval (if applicable). Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the work will constitute non-performance of the Contractor and would be ground for termination of the contract per ARTICLE 17 of the Agreement.

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

- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - 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:

PROJECT NAME
ITB # XXX-XXXX PROJECT # XXXXX

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

BRIEF DESCRIPTION OF WORK: LOCATION, COMPONENTS, INTENT (DELETE THIS NOTE)

- 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 **PROJECT MANAGER NAME** whose address is **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 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.

4.3 Exhibits to this Agreement: (Plans sheets [] to [] inclusive).

4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance (if applicable).

4.5 Notice of Award and Notice to Proceed.

4.6 General Conditions as amended by the Special Conditions.

4.7 Technical Specifications.

4.8 Plans/Drawings.

4.9 Addenda number [] through [], inclusive.

4.10 Bid Form and supplement Affidavits and Agreements.

4.11 All applicable provisions of State and Federal Law.

4.12 Invitation to Bid No., [], Instructions to Bidders, and Bid Bond (if applicable).

4.13 Contractor's response to the City's Invitation to Bid No., [], dated [].

4.14 Schedule of Completion and Schedule of Values.

4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.

4.16 Any additional documents that are required to be submitted under the Agreement.

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

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

- a) Specific direction from the City Manager (or designee).
- b) Approved change orders, addenda or amendments.
- c) Specifications (quality) and Drawings (location and quantity).
- d) Supplemental conditions or special terms.
- e) General Terms and Conditions.
- f) This Agreement dated [REDACTED] and any attachments.
- g) Invitation to Bid No., [REDACTED], and the specifications prepared by the City. Contractor's response to the City's Invitation to Bid No., [REDACTED], dated [REDACTED].
- h) Schedule of Values.
- i) Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, 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 [REDACTED] calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within [REDACTED] 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 [REDACTED] calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price, which shall not exceed the amount of \$ [REDACTED] constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line 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. 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

CAM 16-1262

EXHIBIT 3

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

ARTICLE 7 – PAYMENT

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

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

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

8.8 Labor

- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's

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

- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.
- 8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials

- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.
- 8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.
- 8.10 Work Hours Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between **7 a.m. and 6:00 p.m., Monday through Friday**. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m. and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.
- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

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

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures 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.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.

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

8.18 Safety and Protection:

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

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

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

8.18.4 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 entitles claiming by,

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

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

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

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

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

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

8.23 **No Liens:** If any Subcontractor, supplier, laborer, or material men 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, material men, 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.
- 9.3.3 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:
(THIS SECTION INTENTIONALLY LEFT BLANK)

10.1.1 Performance Bond:
(THIS SECTION INTENTIONALLY LEFT BLANK)

10.2 Disqualification of Surety:
(THIS SECTION INTENTIONALLY LEFT BLANK)

10.3 Insurance

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

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

- b) The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- c) Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder's Risk): 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

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

Endorsements Required

City of Fort Lauderdale included as an Additional Insured

Broad Form Contractual Liability

Waiver of Subrogation

Premises/Operations

Products/Completed Operations

Independent Contractors

Owners and Contractors Protective Liability

Contractor's Pollution Liability

10.3.4 Business Automobile Liability

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

Endorsements Required

Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

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

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

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

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 material men 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 (if applicable). The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

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

14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

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

14.1.3 Supplemental costs including the following:

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

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

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

14.1.3.4 Royalty payments and fees for permits and licenses.

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

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

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

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

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

- 14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.
- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (if applicable).
- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

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

14.4.1 A mutually acceptable negotiated fee:

- 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
- 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

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

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

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

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

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

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

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

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

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

15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of \$ [REDACTED] for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and

agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

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

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

- 17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.8 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.3.3 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply: 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:
- 17.3.3.1 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.

17.3.3.2 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.

17.3.3.3 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.

17.3.4 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:

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

17.4 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

17.5 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 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

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

To the City:

City Manager

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

With copy to the:

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

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

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

ARTICLE 21 – GOVERNING LAW

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

Broward County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from

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the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

SAMPLE

Project # 12046

CITY

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

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

By: _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

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CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida corporation._____
By __________
Print Name_____
PRINT NAME_____
Title_____
ATTEST:_____
Print Name_____
BY:_____
PRINT NAME_____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of ____, 2016, by
 _____ (Name), as _____ (Title) of _____ (CONTRACTOR),
 a Florida corporation, on behalf of the Corporation.

SEAL

Notary Public, State of Florida_____
Name of Notary Typed, Printed or Stamped☐ Personally Known or ☐ Produced Identification:

Type of Identification Produced: _____

GENERAL REQUIREMENTS

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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 a Maintenance of Traffic (MOT) plan 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

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- 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.

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- 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,

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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.

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- 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

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- 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.

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- 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 02221, Trench Excavation and Backfill, raked and graded to conform to their original contours.

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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. The Contractor shall coordinate with the historic preservation representative supplied by the owner for initial excavation operations. 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.
- 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:
 - a. Not Applicable for this project.
- B. Permits to be obtained by the Contractor include, but are not limited to the following:
 - a. Local, County, and State contracting licenses.
 - b. City of Fort Lauderdale Building Permit
- C. The Contractor shall comply with all applicable permit conditions.

END OF SECTION

TECHNICAL PROVISIONS

01005-1

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 three (3) sets of signed & sealed. 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 and any other permitting agencies having jurisdiction on this project.

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.

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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."

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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 CONTRACTOR shall select a recognized, independent testing laboratory to make tests on concrete, asphalt, soils and other materials for the construction phase, to test for conformity with the TECHNICAL SPECIFICATIONS, FDOT and BROWARD COUNTY Construction Standards, and any other applicable testing/Quality control standards as required by all permitting agencies having jurisdiction over this project. 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 CONTRACTOR and scheduling of all required tests will be the responsibility of 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

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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

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- 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

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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**

SUMMARY OF WORK

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SECTION 01010 - SUMMARY OF WORK**PART 1 GENERAL****1.01 SCOPE**

A. City: City of Fort Lauderdale

1. City's Representative/Engineer: *Khant K. Myat, Project Manager II*, 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.

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- 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.

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.

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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.

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

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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.

None

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

1. 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 as-built purposes 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

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- 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.

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

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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.

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

N/A for this project.

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

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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. The contractor shall follow the plans to ensure that existing catch basins and manholes are being protected during the entire phase of construction.

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

MEASUREMENT AND PAYMENT

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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.

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D. Preparation:

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

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- 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

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- A. See Section 01505, Mobilization, for payment limitations. All environmental compliance matters except for erosion control system 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 Landscape 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(Not applicable for this project)

- 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.

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- 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 (Not applicable for this project)

- A. Measurement for payment to furnish and install all shade structures 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 shade structures 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 (Not applicable for this project)

- 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(Not applicable for this project)

- 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

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- 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

N/A for this project

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION (Not Applicable)****END OF SECTION**

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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.

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- 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.

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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

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SECTION 01040 - COORDINATION**PART 1 GENERAL****1.01 SUBMITTALS****A. Informational:**

1. Statement of Qualification (SOQ) for land surveyor or civil engineer.
2. Statement of Qualification (SOQ) for professional videographer.

B. Photographs:

1. Color Prints: Submit two copies, accompanied by negatives or digital files, within 5 days of being taken.
2. Video Recordings: Submit two copies within 5 days of being taken.

1.02 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work.
- B. Contact the City of Fort Lauderdale Public Services Department at 954-828-8000 for water and sewer utility locations.
- C. Contact Sunshine State One Call at 1-800-432-4770 at least 2 business days prior to any excavation.
- D. If damage occurs, or if conflicts or emergencies arise during Work, contact the appropriate utility.
 1. Electricity Company: Florida Power and Light.
Contact Person: Trouble Center (or police/fire – 911).
Telephone: 954-797-5000.
 2. Telephone Company: BellSouth.
Contact Person: Jason Boschen.
Telephone: 954-316-4005 or 954-605-1121.
 3. Water and Sewer Department: Fort Lauderdale Public Services Department.
Contact Person: Emergency Hotline.
Telephone: 954-828-8000.
 4. Gas Company: TECO Peoples Gas.
Contact Person: Dispatch.
Telephone: 305-957-3857, ext. 7490 or 1-877-832-6747.
 5. Telecom: AT&T – Broadband/Comcast.
Contact: Andy Vaspasiano.

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Telephone: 954-266-6589 or 954-444-2833.

6. Telecom: FP&L FiberNet.

Contact: Noel R. Reese.

Telephone: 305-552-3249 or 305-205-1283.

7. Broward County Traffic Engineering Division (For Traffic Signal Communications Systems Underground Cable and Traffic Loops):

Contact: Keith Smith.

Telephone: 954-484-9600, ext. 227.

1.03 PROJECT MEETINGS

A. General:

1. Contract: Schedule physical arrangements for meetings throughout progress of Work, prepare meeting agenda with City/Construction Manager and Contractor input and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies minutes after each meeting to participants and parties affected by meeting decisions.
2. Representatives of City/Construction Manager, Contractor, and Subcontractors shall attend meetings as needed.

B. Preconstruction Conference:

1. Contractor shall be prepared to discuss the following subjects, as a minimum:
 - A. Required schedules.
 - B. Status of Bonds and insurance.
 - C. Sequence of critical path work items.
 - D. Project changes and clarification procedures.
 - E. Use of site, access, office and storage areas, security and temporary facilities.
 - F. Major project delivery and priorities.
 - G. Contractor's safety plan and representative.
 - H. Progress payment procedures.
2. Attendees may include but not limited to:
 - A. City's representatives
 - B. Contractor's office representative
 - C. Contractor's resident superintendent
 - D. Contractor's quality control representative
 - E. Subcontractor's representatives whom Contractor may desire or City may request to attend.
 - F. Engineer's representatives.
 - G. Others as appropriate.
3. Preliminary Schedules Acceptability Review Meeting: As required to review and finalize Preliminary Schedule.

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C. Progress Meetings:

1. Contactor will schedule regular progress meetings at site, conducted weekly to review Work progress, progress schedule, Shop Drawing and Sample submissions schedule, Application for Payment, contract modifications, and other matters needing discussion and resolution.
2. Attendees will include:
 - A. City's representatives, as appropriate.
 - B. Contractor, Subcontractors and Suppliers, as appropriate.
 - C. Others as appropriate.
3. On a monthly basis, the will conduct a meeting to review work completed the previous month versus the Progress Schedule, work planned for upcoming month based on the Progress Schedule, the monthly Application for Payment, and any outstanding issues related to performance of the Work including pending contract modifications, requests for clarification, Shop Drawings, etc. All parties will attend the monthly meeting.

D. Pre-installation Meetings:

1. When required in individual Specification sections or as necessary to coordinate the Work, convene at site prior to commencing Work of that section.
2. Require attendance of entities directly affecting, or affected by, Work of that section.
3. Notify City/Construction Manager 4 days in advance of meeting date.
4. Provide suggested agenda to City/Construction Manager to include reviewing conditions of installation, preparation and installation or application procedures, and coordination with related Work and work of others.

E. Other Meetings:

1. In accordance with the Contract Documents and as may be required by the City and Engineer.

1.04 FACILITY OPERATIONS

- A. Continuous operation of City's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- B. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of City's operations.

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- C. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items to maintain continuous operations of City's facilities.
- D. Do not close lines, open or close valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after authorization by City and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.
- E. Provide **7** days advance written request for approval of need to shut down a process or facility to City/Construction Manager.
- F. Power outages will be considered upon 48 hours written request to City. Describe the reason, anticipated length of time, and areas affected by the outage. Provide temporary provisions for continuous power supply to critical facility components.
- G. Do not proceed with Work affecting a facility's operation without obtaining City's advance approval of the need for and duration of such Work.
- H. Relocation of Existing Facilities:
1. During construction, it is expected that minor relocations of Work will be necessary.
 2. If Contractor determines that in order to expedite construction of new water and or sewer mains it would be necessary to temporarily remove and replace existing water services and/or sewer service connections, he will be responsible for the removal and replacement of such service connections at his own cost and effort. The City will not provide additional compensation for any costs associated with such effort. All labor and material costs associated with means and methods of construction will be compensated as part of the bid item(s) cost submitted by the Contractor. Additionally, the Contractor will have to coordinate and inform utility owner(s) and any City resident(s) impacted by such activities and must repair such utilities in a timely manner to minimize disruption of service.
 3. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, traffic loop detectors and other necessary items.
 4. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
 5. Perform relocations to minimize downtime of existing facilities.
 6. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by City.

1.05 BYPASS PUMPING

- A. Where the Work includes connections or modifications to existing sanitary sewer systems, wastewater flows shall be controlled through the pipeline sections and

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pump stations where work is being performed. Under no circumstances, can portions of the system be removed from service for periods of time in excess of that approved by the City. The Contractor shall be responsible to assess conditions and capacities of the existing sewerlines and pump stations in order to implement an acceptable bypass plan at no additional cost to the City. Bypass pumping will be required for all sewer and pump station construction that would result in shutdown of existing facilities. The Contractor shall supply the necessary pumps, conduits, and other equipment to not only divert flow around the pump station, manhole, or pipe section in which work is to be performed, but also to transmit the flow in downstream sewerlines and/or pump stations without surcharge. The bypass systems shall be of sufficient capacity to handle existing flows plus additional flows that may occur during periods of high tide or rainfall. Emergency backup pumping capability must be available in addition to the primary bypass system. The Contractor will be responsible for furnishing the necessary labor, power, and supervision to set up and operate the pumping and bypass systems. When pumping is in operation, all engines shall be equipped in a manner to keep the pump noise to a minimum and to comply with applicable noise ordinances.

- B. Contractor shall be responsible for any damage to properties or buildings connected to the sewer system, and to the pipeline, which result from the flow control activities.
- C. Contractor shall submit a bypass pumping plan for all proposed bypass pumping operations.

1.06 PHYSICAL CONDITIONS

- A. Exercise reasonable care to verify locations of existing subsurface structures and underground facilities.
- B. Thoroughly check immediate and adjacent areas subject to excavation by visual examination (and by electronic metal and pipe detection equipment, as necessary) for indications of subsurface structures and underground facilities.
- C. Make exploratory excavations where existing underground facilities or structures may potentially conflict with proposed underground facilities or structures. Conduct exploratory excavations in presence of Engineer and sufficiently ahead of construction to avoid possible delays to Contractor's Work.

1.07 ADJACENT FACILITIES AND PROPERTIES

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

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B. Documentation:

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

1.08 CONSTRUCTION PHOTOGRAPHS

A. Photographically document all unique portions of the construction including tie-ins to existing pipelines or facilities, crossings of existing utilities, buried valve and piping intersections, and other work items that will not otherwise be visible after completion of construction.

B. Film or file handling and development shall be done by a commercial laboratory.

C. City and Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.

D. Construction Progress Photos:

1. Photographically demonstrate progress of construction, showing every aspect of site and adjacent properties as well as interior and exterior of new or impacted structures.
2. Monthly: Take 24 exposures using 35 mm color film or digital photographs of comparable quality, unless otherwise approved by the PCM.

E. Color Prints:

1. Minimum Size: 3-inch by 5-inch.
2. Finish: Glossy.
3. Label Each Print:
 - A. Project Name.
 - B. Date and time photo was taken.
 - C. Photographer's name.
 - D. Caption (maximum 30 characters).
 - E. Location and area designation.
 - F. Schedule activity number, as appropriate.

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4. Assemble in bound albums in clear plastic sleeves that facilitate viewing both front and back of each photograph.
5. Assemble negatives in their corresponding album in clear plastic sleeves made for the purpose or on recordable CD media organized by project segment.

1.09 AUDIO-VIDEO RECORDINGS

- A. Prior to beginning Work on construction site or of a particular area of the Work, and again within 10 days following date of Substantial Completion, videograph construction site and property adjacent to construction site.
- B. In the case of preconstruction recording, no Work shall begin in the area prior to City/Construction Manager's review and approval of content and quality of video for that area.
- C. Particular emphasis shall be directed to physical condition of existing vegetation, structures, and pavements within pipeline alignment and areas adjacent to and within the right-of-way or easement, and on Contractor storage and staging areas.
- D. City/Construction Manager and Engineer shall have right to select subject matter and vantage point from which videos are to be taken.
- E. Videotaping shall be by a professional commercial videographer, experienced in shooting construction videos.
- F. Video Format and Quality:
 1. DVD format, with sound.
 2. Video:
 - A. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
 - B. Electronically, and accurately display the month, day, year, and time of day of the recording.
 3. Audio:
 - A. Audio documentation shall be done clearly, precisely, and at a moderate pace.
 - B. Indicate date, Project name, and a brief description of the location of taping, including:
 1. Facility name;
 2. Street names or easements;
 3. Addresses of private property; and
 4. Direction of coverage, including engineering stationing, if applicable.

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G. Documentation:

1. Provide two copies to the City.
2. DVD Label:
 - A. DVD number (numbered sequentially, beginning with 001).
 - B. Project Name.
 - C. Name of street(s) or easement(s) included.
 - D. Applicable location by engineering stationing.
 - E. Date and time of coverage.
3. Project DVD Log: Maintain an ongoing log that incorporates above noted label information for DVD'S on Project.

H. The Following Shall be Included with the Video Documentation:

1. Coverage is required within and adjacent to the rights-of-way, easements, storage, and staging areas where the work is being constructed.
2. Documentation of the conditions of the adjacent properties or any affected structures as a result of the impending construction.
3. Certification as to date work done and by whom.
4. All videos shall be keyed to the construction drawings, provided with an index and a written narrative.

I. Preconstruction and Post-Construction Videos Shall be Submitted as follows:

1. Preconstruction videos shall be presented to the City at the preconstruction conference.
2. Post-construction videos shall be submitted prior to final project closeout. This submittal is contingent to final payment.

J. Payment for the work in this Section will be included as part of the lump sum price for mobilization/demobilization.

1.10 REFERENCE POINTS, SURVEYS, AND RECORD DRAWINGS

A. Location and elevation of benchmarks are shown on Drawings.

B. Contractor's Responsibilities:

1. Provide all survey efforts required to layout the Work.

COORDINATION

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2. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
3. In event of discrepancy in data or benchmarks, request clarification before proceeding with Work.
4. Retain a professional land surveyor or civil engineer registered in the State of Florida who shall perform or supervise all surveying necessary for construction staking and layout and obtaining record information for as-built and record drawing preparation.
5. Maintain complete accurate log of survey Work as it progresses as a Record Document. The Contractor is responsible for the quality control of horizontal location and vertical elevations of the installed project.
6. On request of City/Construction Manager, submit documentation.
7. Provide competent employee(s), tools, stakes, and other equipment and materials as City/Construction Manager may require to:
 - A. Establish control points, lines, and easement boundaries.
 - B. Check layout, survey, and measurement Work performed by others.
 - C. Measure quantities for payment purposes.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION****3.01 CUTTING, FITTING, AND PATCHING**

- A. Cut, fit, adjust, or patch Work and work of others, including excavation and backfill as required, to make Work complete.
- B. Obtain prior written authorization of Engineer before commencing Work to cut or otherwise alter:
 1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 2. Weather- or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Work of others.
- C. Refinish surfaces to provide an even finish.
 1. Refinish continuous surfaces to nearest intersection.

COORDINATION

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2. Refinish entire assemblies.
3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and Work is evident in finished surfaces.
 - A. Restore existing work, Underground Facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown.
 - B. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.

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.

CUTTING AND PATCHING

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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.

CUTTING AND PATCHING

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- 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 1700, "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.

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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

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- 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 stationery, 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,

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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.

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- 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.

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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 City of 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**

ABBREVIATIONS OF INSTITUTIONS

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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

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ABBREVIATIONS OF INSTITUTIONS

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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

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ABBREVIATIONS OF INSTITUTIONS

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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
SFWM	South Florida Water Management District
SMA	Screen Manufacturers Association
SMACNA	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

REFERENCE STANDARDS

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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.

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- 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.

REFERENCE STANDARDS

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- 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.

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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 an update construction schedule.
- D. 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)

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month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.

- E. 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.
- F. 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.
- G. 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
- H. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- I. 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.
- J. 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.
- K. 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.

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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.
- L. 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. Contractor 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.

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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.

PROJECT MEETINGS

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

1.04 PROGRESS MEETINGS

- A. Contractor shall 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.

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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**

CONSTRUCTION PROGRESS DOCUMENTATION

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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.

CONSTRUCTION PROGRESS DOCUMENTATION

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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.

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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.

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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.

CONSTRUCTION PROGRESS DOCUMENTATION

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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 or Oracle Primavera .

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.

CONSTRUCTION PROGRESS DOCUMENTATION

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- 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.

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- 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

SUBMITTAL PROCEDURES

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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.

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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.

SUBMITTAL PROCEDURES

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- 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

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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.

SUBMITTAL PROCEDURES

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- 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.

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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

SUBMITTAL PROCEDURES

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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.

SUBMITTAL PROCEDURES

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- 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

CONSTRUCTION PHOTOGRAPHS

01380-1

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.

CONSTRUCTION PHOTOGRAPHS

01380-2

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

CONSTRUCTION PHOTOGRAPHS

01380-3

- 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

QUALITY CONTROL

01400-1

SECTION 01400 – QUALITY CONTROL**PART 1 GENERAL****1.01 DEFINITION**

- A. Specific quality control requirements for the WORK are indicated throughout the Contract and Permit 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.
- 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. CONTRACTOR shall appoint, employ, and pay for services of an independent firm to perform inspection and testing.

QUALITY CONTROL

01400-2

2. The independent testing firm will perform inspections, testings, and other services specified in individual specification sections and as required by the ENGINEER or OWNER.
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 and independent testing firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The CONTRACTOR shall notify ENGINEER and any applicable permitting agencies 48 hours prior to the expected time for operations requiring inspection and laboratory testing services, so they can be present at the time of testing
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 all sampling and testing shall be included in the Contract Price.
8. CONTRACTOR shall bear all costs incurred should the materials for testing not be ready for testing at time specified/scheduled 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

TESTING LABORATORY SERVICES

01410-1

SECTION 01410 – TESTING LABORATORY SERVICES**PART 1 GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. CONTRACTOR will employ and pay for the services of an Independent Testing laboratory to perform all required testing: (All required testing services under the Contract and Permit Documents shall be provided by the CONTRACTOR through an independent testing firm.
 - 1. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 - 2. Employment of the laboratory by the CONTRACTOR for specific testing shall in no way relieve the CONTRACTOR's obligations to perform the work of the Contract as specified.
 - 3. The tests to be provided by the CONTRACTOR shall include, but not be limited to, the following
 - a. Any other tests as required to satisfy an permitting agency requirements.
- B. CONTRACTOR shall pay for all required 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 Natural 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.

TESTING LABORATORY SERVICES

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- 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, OWNER'S project 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 area (i.e. station and offset or other relevant dimensioning).
 - 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:

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TESTING LABORATORY SERVICES

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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

MOBILIZATION

01505-1

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.
 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

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MOBILIZATION

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until all mobilization items listed in Paragraph 1.01.A. above have been completed as specified.

END OF SECTION

TEMPORARY UTILITIES

01510-1

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

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- 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.

TEMPORARY UTILITIES

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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

CONSTRUCTION AIDS

01520-1

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.

CONSTRUCTION AIDS

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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

PROTECTION OF EXISTING FACILITIES

01530-1

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

PROTECTION OF EXISTING FACILITIES

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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

PROTECTION OF EXISTING FACILITIES

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- 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

PROTECTION OF EXISTING FACILITIES

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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

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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

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PROTECTION OF EXISTING FACILITIES

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- 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

SITE ACCESS AND STORAGE

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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

SITE ACCESS AND STORAGE

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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

TEMPORARY CONTROLS

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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

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- 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.

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- 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**

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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

Construction Sign Request Form

City of Fort Lauderdale

Bid 163-11805
P12079

Title (Bold):

Title (Not Bold):

What's Happening?

Benefits:

Number of Neighbors Benefitted:

Cost:

Month and Year of Expected Completion:

Contractor:

Phone: 954-828-8000

We're Working On:

Project Manager Signature

Date

Senior Project Manager Signature

Date

CONSTRUCTION SIGN

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SECTION 01590 – PROJECT SIGN**PART 1 GENERAL**

Contractor shall furnish a 4' x 8' sign, below is a sample, not specific to the project. Sign shall be made to be weather resistant and on display for entire length of contract. Shop drawings must be submitted prior to sign construction. The exact style and design of the sign will be provided during the preconstruction meeting.



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

END OF SECTION

MATERIAL AND EQUIPMENT

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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.

MATERIAL AND EQUIPMENT

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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.

MATERIAL AND EQUIPMENT

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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.

MATERIAL AND EQUIPMENT

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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.

MATERIAL AND EQUIPMENT

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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.

MATERIAL AND EQUIPMENT

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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.

MATERIAL AND EQUIPMENT

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- 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**

CLEANING

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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.

CLEANING

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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

PROJECT RECORD DOCUMENTS

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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.

PROJECT RECORD DOCUMENTS

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- 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.

PROJECT RECORD DOCUMENTS

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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.

PROJECT RECORD DOCUMENTS

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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.

CONTRACT CLOSEOUT

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**SECTION 01780
CONTRACT CLOSEOUT****PART 1 GENERAL****1.01 SUBMITTALS****A. Informational Submittals:**

1. Submit prior to application for final payment.
 - a) Record Documents.
 - b) As-built drawings (signed and sealed hardcopies and electronic format – PDF and CAD files)
 - c) Special Bonds, Special Guarantees, and Service Agreements.
 - d) Consent of Surety to Final Payment.
 - e) Releases or Waivers of Liens and Claims.
 - f) Releases from Agreements.
 - g) Final Application for Payment: Submit in accordance with procedures and requirements stated in Section 01025, Measurement and Payment.
 - h) Spare Parts, Special Tools and Extra Materials: As required by individual Specification sections.

A. Subcontractor Identification Form:

1. Submit form with final pay request.
2. Submit a separate form for each subcontractor used.
3. For Capital Improvement Projects, submit form along with final pay request to the PCM.
4. Form is attached as a Supplement to this Section.

1.02 RECORD DOCUMENTS**A. Quality Assurance:**

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
 - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
 - b. Purpose of Project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.

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4. Prior to submitting each request for progress payment, request PCM's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by PCM to recommend whole or any part of Contractor's Application for Payment, either partial or final.

1.03 RELEASES FROM AGREEMENTS

- A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.
- B. In the Event Contractor is Unable to Secure Written Releases:
 1. Inform PCM of the reasons.
 2. Owner or its representatives will examine the site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of the side agreement or special easement.
 3. Should Contractor refuse to perform this Work, Owner reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require Contractor to furnish a satisfactory Bond in a sum to cover legal claims for damages.
 4. When Owner is satisfied that the Work has been completed in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if:
 - (i) Contractor's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that Contractor has failed to fulfill terms of side agreement or special easement, or
 - (ii) Contractor is unable to contact or has had undue hardship in contacting grantor.

1.04 AS-BUILT DRAWINGS

- A. Quality Assurance
 1. As-built drawings must meet all minimum City of Fort Lauderdale CAD standards and be submitted in the latest version of AutoCAD available at the time the contract is signed.
 2. As-built drawings will be submitted in both electronic and hard copy forms as follow:
 - a. 3 hard copy sets of as-builts will be submitted on 24x36 paper signed, sealed, and dated by a Florida Professional Licensed Surveyor (PLS).
 - b. 1 CD or jump drive which will include both DWG files for the package and a PDF document including the surveyors signature and seal.
 3. As-built drawings will include the following:
 - a. PLS name, business name, license numbers, address, and telephone number
 - b. The following statement must be included:

"I hereby certify that the as-built location information of the potable water, reclaimed water, wastewater and drainage facilities shown on

CONTRACT CLOSEOUT

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these drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 5J-17.050(10)(i) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of our knowledge and belief.”

- c. As-built drawings will contain the information on the design drawings (plan and profile views) plus document changes between the design and construction including correcting all information that is incorrect due to changes during construction. Incorrect or no longer relevant information will be erased or struck through. All location changes constructed materially different (one-tenth foot horizontal, one tenth vertical) than the design location will have their design location struck through and will be redrafted at the constructed location. Design drawing dimensioning will be corrected as necessary.
4. Drawing will be a complete set including cover sheet, index, and any other sheets included in the approved design set. Standard detail sheets are not necessary.

B. Minimum As-Built Drawing Requirements (Not applicable for this project)

1. Show the location of easements used by the water and wastewater facilities.
2. Indicate pipe joint locations where water and wastewater or reclaimed water piping crosses.
3. Indicated the length of gravity wastewater piping and actual slope between manhole centers.
4. Show all abandoned in place facilities including the extent and method of abandonment.
5. Show elevations to the nearest tenth of a foot for top of pipe for water mains, force mains, and reclaimed water mains at vertical deflection points, all bends, valves and fittings and every 200 feet along straight runs and where they cross all other facilities.
6. Show elevations to the nearest one hundredth of a foot for manhole rims, gravity main inverts at the manhole, force main connections to manholes, lift station top of slab, bottom of wet well, influent pipe invert and control set points.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION****3.01 MAINTENANCE OF RECORD DOCUMENTS****A. General:**

1. Promptly following commencement of Contract Times, secure from Engineer, at no cost to Contractor, one complete set of Contract Documents. Drawings will be full size.
2. Delete Engineer title block and seal from all documents.
3. Label or stamp each record document with title, “RECORD DOCUMENTS,” in neat large printed letters.

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4. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded. Contractor is responsible for maintaining up-to-date "red-lined" markups, on site, of all changes including revised locations of buried features and provide access to the City for review at any time.
5. All piping inserts, fittings, and valve locations shall be located by a Florida Licensed Surveyor in accordance with City of Fort Lauderdale surveying standards and per NAVD 88. Contractor shall provide adequate notice to the surveyor to ensure that all locations are accessible, prior to backfill.

B. Preservation:

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
2. Make documents and Samples available at all times for observation by PCM or Engineer.

C. Making Entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
 - a. Color Coding:
 - 1) Green when showing information deleted from Drawings.
 - 2) Red when showing information added to Drawings.
 - 3) Blue and circled in blue to show notes.
2. Date entries.
3. Call attention to entry by "cloud" drawn around area or areas affected.
4. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
 - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.
 - a. Clearly identify the item by accurate notes such as "cast iron drain," "galv. water," and the like.

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- b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
- c. Make identification so descriptive that it may be related reliably to Specifications.

D.Coordination with Florida Licensed surveyor:

1. Contractor shall not cover any bends, valves, or fittings installed until they have been located by the survey crews for the purpose of preparing as-built and/or Record Drawings.
- 2.If the above conditions are not met, for any reason, Contractor shall bear the cost of potholing the constructed installation to allow for the locations.

3.02 FINAL CLEANING

- A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire site or parts thereof, as applicable.
 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner and PCM.
 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
 4. Clean all windows.
 5. Clean and wax wood, vinyl, or painted floors.
 6. Broom clean exterior paved driveways and parking areas.
 7. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
 8. Rake clean all other surfaces.
 9. Replace air-handling filters and clean ducts, blowers, and coils of ventilation units operated during construction.
 10. Leave water courses, gutters, and ditches open and clean.
 - 11.
- A. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.
- B. Meet all requirements of Section 02575, Surface Restoration.

3.03 SUPPLEMENTS

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

END OF SECTION



SUBCONTRACTOR IDENTIFICATION FORM

This form shall be completed by all City of Fort Lauderdale Prime Contractors who subcontracted out any portion of his/her City contract. The form shall be forwarded to the City of Fort Lauderdale's Public Services Department (Engineering and Architectural Services) with the prime contractor's final pay request. A separate form is to be completed and submitted for each subcontractor. Please telephone (954) 761-5057 or 761-5083, if you have any questions regarding this form.

1) CITY OF FORT LAUDERDALE PROJECT NO. _____

2) PROJECT DESCRIPTION _____

3) SUBContractor _____

Business Name

Address

Telephone & Fax Nos.

Email Address/Company Website (if applicable)

4) SUBCONTRACTOR'S PRINCIPAL OFFICER _____

5) CLASSIFICATION OF WORK SUBCONTRACTED OUT _____

6) COST OF WORK SUBCONTRACTED OUT _____

7) Please check the item(s) which properly identify the ownership status of the subcontractor's firm:

- ☐ Subcontractor firm is not a MBE or WBE
- ☐ Subcontractor 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 ☐ White
- ☐ Subcontractor firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic ☐ White

8) **PRIME Contractor** _____

NAME & TITLE OF PRIME CONTRACTOR'S REPRESENTATIVE COMPLETING THIS FORM (*Please Print*)

(Telephone No.)

(Fax No.)

(Email Address)

SIGNATURE _____ **DATE** _____
Prime Contractor's Representative

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SECTION 02 30 00
SUBSURFACE INVESTIGATION

PART 1 GENERAL

1.1 SUMMARY

- A. Geotechnical Report: No geotechnical test or report was generated for this project. Structural designers, architects, and contractors shall assume a sandy soil typical to Fort Lauderdale for the purpose of designing concrete footers/foundations.
- B. Information Not Guaranteed: Information on the Drawings and in the Project Manual relating to subsurface conditions and existing utilities and structures is from information available from sources available to the Owner's engineering consultants. Such information is furnished only for the information and convenience of the Contractor, and the accuracy or completeness of this information is not guaranteed.

PART 2 PRODUCTS - Not Applicable To This Section

PART 3 EXECUTION - Not Applicable to This Section

END OF SECTION

SECTION 03 11 00
CONCRETE FORMING

PART 1 GENERAL

1.1 SUMMARY

- A. Formwork for cast-in-place concrete, with bracing, anchorage, openings for other work, form accessories, form stripping.
- B. Design, erect, and remove formwork, shoring, and bracing to conform to design and code requirement; resultant concrete to conform to required shape, line and dimension.

1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301, "Specifications for Structural Concrete for Buildings", and ACI 347, "Recommended Practice for Concrete Formwork". Construct formwork to maintain tolerances in accordance with ACI 301, Table 4.3.1. and as stipulated in the general or other notes of the construction drawings.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Forms must be plywood, metal, metal-framed plywood or other acceptable panel-type.
- B. Form ties: Removable or snap-off type metal; adjustable length, cone type; 1" back break dimension, free of defects that could leave holes no larger than 1" in concrete surface.
- C. Form release agent: Colorless mineral oil that will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- D. Nails, spikes, lag bolts, through bolts, anchorages: Sized as required, to maintain formwork in place while placing concrete.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork.
- B. Place no concrete until forms have been inspected and approved.

3.2 ERECTION

- A. Erect formwork and bracing to achieve plan dimensions in accordance with requirements of ACI 301.
- B. Provide bracing to stabilize formwork. Shore and strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Protect forms from moisture or crushing.

3.3 FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply before to placement of reinforcing steel, anchoring devices, and embedded items.

3.4 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in or passing through concrete work
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate work of other Sections in forming and placing openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- D. Coordinate the work to insure that inserts, embedments and block outs are provided in the concrete structure to facilitate attachments and accessories including but not limited to steel angle corner protection, post-tensioning anchors, cable barrier anchors, and angles.
- E. Insert accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.

3.5 FORM CLEANING

- A. Clean and remove foreign matter with forms as erection proceeds.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.6 FORM TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 301 and as indicated in the notes on the construction drawings.

3.7 FIELD QUALITY CONTROL

- A. Inspect erected formwork and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

3.8 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has sufficient strength to carry its own weight and imposed loads. A minimum of 3 days is required before stripping of forms for slab and beam members.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces for exposure to view.
- C. Reshore structural members due to design requirements or construction conditions to permit successive construction. Remove formwork progressively so no unbalanced loads are imposed on structure. Do not damage concrete surfaces during form removal.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Reinforcing steel bars and accessories for concrete construction.

1.2 REFERENCES

- A. American Concrete Institute, ACI 315-80, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
- B. American Concrete Institute, ACI 318-83(86). Building Code Requirements for Reinforced Concrete.
- C. Concrete Reinforcing Steel Institute Manual of Standard Practice
- D. Placing Reinforcing Bars, CRSI-WCRSI Recommended Practice.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301, Specifications for Structural Concrete for Buildings.

1.4 SUBMITTALS

- A. Shop Drawings: Required for reinforced concrete and must indicate bar sizes, spacings, locations and quantities of reinforcing, bending and cutting schedules, spacing devices and welding details.
- B. Review bar lists shown on the plans before ordering reinforcing and submit adjustments or lap positions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Uncoated Reinforcing Steel: ASTM A615, Grade 60, billet steel.
- B. Plain welded wire fabric: ASTM A185.
- C. Tie Wire: Minimum 16 ga. annealed type, epoxy or nylon coated.
- D. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during placement; epoxy-coated.
- E. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Epoxy coated, sized and shaped as required and must conform to CRSI, Class 1 devices.
- F. Deformed reinforcing and mechanical splices at the tops of columns must be manufactured by Erico Concrete Construction Products - Lenton Rebar Splicing, Grade 60, uncoated and must be spliced with standard - A2 coupler and internal coupler protector where indicated on plans at column top ends.

2.2 FABRICATION

- A. Fabricate steel reinforcing in accordance with ACI 315. Alternate splice or bending details must be approved by the Engineer.
- B. Weld reinforcement in accordance with ANSI/AWS D1.4. Welders shall be qualified for welding procedure in accordance with AWS B 2.1. Submit qualified weld procedure for review before welding.
- C. Locate reinforcing splices that are not indicated on Drawings at staggered elevations or by employing mechanical splicing devices.
- D. Mill test reports must be furnished if required by the Engineer. .

PART 3 EXECUTION

3.1 PLACEMENT

- A. Place, support, and secure reinforcement against displacement.
- B. Accommodate placement of formed openings and inserts for column corner protectors, P.T. anchorages, and barrier cable supports.
- C. Conform to concrete cover requirements over reinforcement as shown on the plans.
- D. Reinforcing must not be dragged over adjacent bars or forms. Coating damage and repair must comply with ASTM or A775.
- E. Tack welding will not be permitted of reinforcing cages.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE-CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Provide cast-in-place concrete, reinforcing and accessories for the proposed exercise equipment concrete pad, signs, posts the proposed gazebo concrete pad, walks and water fountain concrete pad.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction. Shop drawings must be signed and sealed by a qualified engineer licensed in the jurisdiction of the project.
- C. Mix Design: Submit for review mix design proposed for use.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products that have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Testing: Employ an independent testing agency acceptable to Owner to design concrete mixes and to perform material evaluation tests at no cost to the City. Provide 7 and 28 day cylinder tests. Comply with ASTM C 143, C 173, C 31 and C 39.
- C. Standards:
 - ACI 301, Specifications for structural Concrete for Buildings.
 - ACI 318, Building Code Requirements for Reinforced Concrete, and CRSI Manual of Standard Practice.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cast-In-Place Concrete:
 - Application: Foundations and footings.
 - Application: Exterior site concrete and pads.
 - Finish for Exterior Concrete Slabs and pads: Non-slip broom finish.
 - Cast-In-Place Concrete Reinforcing and Accessories:
- A. Concrete Design Mixes: ASTM C 94, 28 day compressive strength suitable for project requirements and site conditions.
- B. Formwork: Plywood or metal panel formwork sufficient for structural and visual requirements.
- C. Reinforcing Bars: ASTM A 767, Class II, galvanized.
- D. Steel Wire: ASTM A 82.
- E. Steel Wire Fabric: ASTM A 497, welded, deformed.
- F. Concrete Materials: ASTM C 150, Type I, Portland cement; potable water.
- G. Concrete Admixtures: Containing less than 0.1 percent chloride ions.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Comply with ASTM C 94. Do not change mix design without approval. Calcium chloride admixtures are not permitted.
- B. Chamfer exposed edges/corners to provide straight lines.
- C. Tolerance: Plus 1/8" in 10" for grade, alignment, and straightness.
- D. Construction Joints: Use keyways, continue reinforcement through joint.
- E. Expansion Joints: For exterior work locate at appropriate locations. Provide smooth dowels across joint that permit 1" horizontal movement and no vertical shear movement.
- F. Isolation Joints: Provide between slabs and vertical elements such as columns and structural walls.
- G. Slab Finishes: Obtain sample approval before work.
 - Broom: After trowel finishing, roughen surface by fine brooming perpendicular to longitudinal direction.
- H. Cure and protect work. Report defective work in writing.

END OF SECTION

SECTION 04 28 13
DRY-STACKED MASONRY UNITS

PART 1- GENERAL

1.1 SUMMARY

- A. Work includes furnishing and installing modular concrete block units to create decorative columns.

1.2 REFERENCES

- A. ASTM C1372 Standard Specification for Segmental Retaining Wall Units.
- B. ASTM C1262 Evaluating the Freeze thaw Durability of Manufactured CMU's and Related concrete Units
- C. ASTM D698 Moisture Density Relationship for Soils, Standard Method
- D. ASTM D422 Gradation of Soils
- E. ASTM C140 Sample and Testing concrete Masonry Units

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- C. Compliance: Submit certifications that each type complies with specified requirements.
Color selection: Samples showing full extent of colors and textures available for each unit required.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility for Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from one manufacturer for each different product required for each continuous surface or visually related surfaces.
- B. Contractors shall be trained and certified by local manufacturer or equivalent accredited organization as needed.
- C. Color selection: For initial selection submit samples showing full extent of colors and textures available for each type of unit.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver material to project in undamaged condition. Store and handle materials to prevent their deterioration or damage due to moisture, temperature, changes, contaminants, and corrosion or other causes.
- B. Limit moisture absorption of concrete units during delivery and until time of installation.
- C. Store cementitious materials off the ground, under cover and in a dry location.
- D. Store and protect masonry accessories including metal items to prevent deterioration by corrosion and accumulation dirt.

PART 2-PRODUCTS

2.1 CONCRETE MASONARY UNITS

- A. Concrete units: Allan Block York Block units as produced by a licensed manufacturer or approved equal.
- B. Concrete units: Minimum 28 day compressive strength of 3000 psi in accordance with ASTM C1372, adequate freeze-thaw protection with an average absorption rate in accordance with ASTM C1372 or an average absorption rate of 10 lb./ft³.
- C. Maximum dimensional deviations on the height of any two units: 0.125 in.
- D. Concrete units: minimum of 110 lbs total weight per square foot of wall face area (555 kg/m²).

- E. Exterior face: Allan Block "Courtyard" or approved equal.
- F. Post caps: 2 -12 inch x 24 inch units mortared together and affixed to last course of block with masonry adhesive.

PART 3- EXECUTION

3.1. EXCAVATION

- A. Excavate to the lines and grades shown on the construction drawings.
- B. Verify locations of existing structures and utilities before excavation.

3.2. FOUNDATION SOIL PREPARATION

- A. Foundation soil is defined as any soils located beneath a wall.
- B. Excavated foundation soil as dimensioned on the plans and compacted to a minimum of 95% of Standard Proctor (ASTM D698) before placement of the base material.
- C. Test the on-site soils. Remove and replace soil not meeting the required strength with acceptable material.

3.3. BASE

- A. The base material: the same as the Wall Rock material or a low permeable granular material.
- B. Install base material on undisturbed native soils or suitable replacement fills compacted to a minimum of 95% Standard Proctor (ASTM D698).
- C. Compact at 95% Standard Proctor (ASTM D698) to provide a level hard surface on which to place the first course of blocks. Well-graded sand can be used to smooth the top 1/2 in. on the base material.
- D. Base material: 6 in. minimum depth.

3.3 SONOTUBE

- A. Install the sonotube or approved equal so that it extends up within the top 3 courses of the post. Brace as needed.
<http://www.allanblock.com/courtyard/taller-posts.aspx>
- B. Pour concrete into tube until tube and post hole are filled. Add rebar while concrete is wet.

3.4 COURSING

- A. Install units in accordance with the manufacturer's instructions and recommendations for the specific concrete retaining wall unit, and as specified herein.
<http://www.allanblock.com/courtyard/taller-posts.aspx>
- B. Develop straight lines and smooth curves on base course as per wall layout.
- C. Secure all blocks and post cap with masonry adhesive.
- D. Install next course of units on top of base course. Position blocks to be offset from seams of blocks below. Check each block for proper alignment and level
- E. Install each subsequent course in like manner. Repeat procedure to the extent of post height.

END OF SECTION

SECTION 10 73 00
PROTECTIVE COVERS

PART 1 GENERAL

1.1 SUMMARY

- A. Provide entry portals by Poligon™ or approved equal.
- B. Code compliant protective covers for use as structures, gazebos, or pavilions
 - 1. Steel column and frame configurations.
- C. Multiple options to customize Poligon™, or approved equal, protective covers to enhance the structure, gazebo, or pavilion.
 - 1. Custom steel columns and truss frame and gable members
 - 2. Custom lettered arches
 - 3. Powder coat finish over steel
 - 4. Custom Ornamentation

1.2 REFERENCES

- A. REFERENCE STANDARDS:
 - 1. AITC - American Institute of Timber Construction
 - 2. AISC - American Institute of Steel Construction
 - 3. ANSI - American National Standards Institute
 - 4. APA - The Engineered Wood Association
 - 5. ASTM - American Society of Testing of Materials
 - 6. ASQ - American Society for Quality
 - 7. AWS - American Welding Society
 - 8. ADA - Americans with Disabilities Act
 - 9. IBC - International Building Code
 - 10. LEED - Leadership in Energy and Environmental Design
 - 11. LPI - Lightning Protection Institute
 - 12. NFPA - National Fire Protection Association
 - 13. OSHA - Occupational Safety and Health Administration Steel Erection Standard 29 CFR 1926 Subpart R-Steel Erection
 - 14. SSPC - Steel Structures Painting Council SSPC-SP10 Near White Blast Cleaning

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.
- D. FOUNDATION DESIGN:
Set on prepared foundations designed by manufacturer, supplier, or 3rd party engineer constructed by contractor and approved by City at no additional cost to the City. Use the column to foundation reactions provided by Poligon or approved equal. Provide anchor bolts (if required). Use appropriate construction practices for the specific site conditions.

1.4 QUALITY ASSURANCE

A. FABRICATOR QUALIFICATIONS:

1. Manufacturer minimum of 10 years in the structure construction industry.
2. Membership in American Institute of Timber Construction.
3. Membership in American Institute of Steel Construction.
4. Membership in American Society for Quality.
5. Membership in American Welding Society.
6. Membership in Chemical Coaters Association International.
7. Membership in Construction Specifications Institute.
8. Corporate Member of Powder Coating Institute.
9. Full time on-staff Licensed Engineer.
10. Full time on-staff Quality Assurance Manager.
11. Published Quality Management System.
12. Full time on-staff AWS Certified Welding Inspector.
13. Continued certification by an independent inspection agency.
14. Control of steel finishing quality by in-house shot blast, pretreatment, primer and powder coating.
15. Quality control shall be provided in accordance with ANSI/AITC A190.1 latest edition. American national standard for wood products, structural glued laminated timber and the American institute of timber construction manual AITC-200.

B. LICENSED PROFESSIONALS

The structure shall be engineered by a licensed professional engineer knowledgeable in the local building codes.

C. CERTIFICATIONS

1. City of Los Angeles, CA approved fabricator Type I.
2. City of Houston, TX approved fabricator structural steel and structural insulated panels.
3. City of Riverside, CA approved fabricator Type I.
4. County of Clark County, NV approved fabricator steel.
5. State of Utah approved fabricator for medium and high strength steel.
6. NTA Listing Report PSC121902-22 for structural insulated panels.
7. Welders Certified to AWS D1.1.
8. AWS Certified Welding Inspector.
9. ASQ Certified Quality Manager/Organizational Excellence.
10. LEED AP.
11. PCI 4000 S Certified, Certification thru PCI for original equipment manufacturers (OEMs) to evaluate process on entire finish system to add powder coat over steel.

1.5 DELIVERY, STORAGE, and HANDLING

A. Delivery and Acceptance Requirements:

1. Unload materials with protective straps or padded forks (no hand unloading or chains).
2. Inspect parts within 48 hours of delivery, compare with manufacturer's bill of material, and report any missing or non-conforming parts to manufacturer within this time.

B. Storage and Handling Requirements:

1. Store product in a dry place or covered if out in the weather, and keep product out of direct sun.
2. Store product elevated from soils to allow air circulation and to not introduce mold, fungi decay or insects to the product.
3. Product must be handled with protective straps or padded forks if lifting with mechanical equipment. Use of chain or cable to lift product into place will not be accepted.
4. Additional protection is added in the paper-wrapped lumber packages. Keep lumber paper-wrapped until it is ready to install.
5. To curtail warping of lumber, all units shall remain banded while being stored.
6. Put the roof on as soon as the erected framing lumber is up.

C. Packaging Waste Management:

Remove waste from the jobsite that is left over from the erection.

1.6 FIELD OR SITE CONDITIONS

- A. Contact City if site conditions prohibit the structure from going on a flat graded surface.
- B. Contact City and manufacturer if site conditions join a structure to any other structure or if walls are being added to the structure.
- C. Poor soil conditions may require contractor to acquire a geotechnical engineer to supply soil data for foundation construction.

1.7 MANUFACTURER WARRANTY

Supply a manufacturer's standard 10 year limited warranty on steel frame members, and 10 year limited warranty on Poli-5000 paint system. At project closeout, provide to City or City's Representative an executed copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

PART 2 - PRODUCTS

2.1 ENTRY PORTAL STRUCTURE and MATERIALS

A. MANUFACTURERS:

1. Acceptable Manufacturer: Poligon, a Product of PorterCorp, 4240 136th Ave., Holland, MI, 616.399.1963; E-mail: info@poligon.com; www.poligon.com or approved equal.
2. The product shall be designed, produced, and finished at a facility owned and directly supervised by the supplier who has at a minimum of ten years under same ownership making pre-manufactured structures.

B. SUBSTITUTION LIMITATIONS:

1. Substitutions must be approved a minimum of ten (10) days before bid. All approved manufacturers shall be notified in writing before the bid date and shall not be allowed to bid without written notification.
2. Alternate suppliers must meet the qualifications and provide proof of certifications listed under QUALITY ASSURANCE section.
3. Alternate suppliers must provide an equivalent paint system to Poligon's Poli-5000 listed under FINISHES section.
4. Staff members' cumulative experience in fabrication will not be an acceptable alternative.

C. DESCRIPTION OF PRODUCT: See Plans

D. PERFORMANCE / DESIGN CRITERIA / MATERIALS:

1. STEEL COLUMNS:
Hollow Structural Steel tube minimum ASTM A500 grade B. "I" beams, tapered columns, or open channels shall not be accepted for primary beams. Engineering design and manufacturing in accordance with AISC and AWS standards.
2. COMPRESSION MEMBERS:
Compression rings of structural channel or welded plate minimum ASTM A36 or compression tubes of structural steel tube minimum ASTM A500 grade B.
3. HARDWARE:
 - a. STRUCTURAL CONNECTION FASTENERS: ASTM A325 high strength bolts and A563 high strength nuts, hot dipped galvanized. Zinc plated bolts will not be accepted.
 - b. STRUCTURAL CONNECTION PLATES: ASTM A36 plate on connection details that are structural. Factory finished with a Poli-5000 system in black for wood columns or color to match steel columns.
 - c. ANCHOR BOLTS: ASTM A307 anchor bolts.

4. TRIM:
 - a. STEEL TRIM: Where required, Steel Trim will be supplied when a steel roof has been ordered.
Steel trim color: match the selected roof color.

E. ASSEMBLY AT FABRICATION:

1. Steel fabrication of tubes and plates: factory controlled under a documented Quality Management System. Steel parts: permanently etched with identification numbers. Fabrication facility will be experienced for a minimum of ten years in precision tube and plate fabrication. Cumulative experience in fabrication will not be an acceptable alternative.
2. Certified AWS welders, shall make all welded connections in accordance with AWS Specifications and trained by an AWS Certified Welding Inspector.
3. Manufacture of the structural glued laminated wood components: conform to the manufacturing requirements of AITC 117.

F. FINISHES:

STANDARD POLI-5000 FINISH:

1. For quality control purposes, steel must be cleaned, pretreated and finished at a facility owned and directly supervised by the manufacturer. Steel must be shot blasted to SSPC-SP10 near-white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative. Parts must be pretreated in a 3 stage iron phosphate or equal washer. Epoxy primer powder coated to parts for corrosion protection. Top powder coat of Super Durable TGIC Powder Coat to color selected from manufacturer's standard color chart: TBD. For environmental purposes, finish shall allow no VOC emissions.
2. Sample production parts must have been tested and meet the following criteria:
 - a. Salt spray resistance per ASTM B 117/ ASTM D 1654 to 5000 hours with no creep from scribe line and rating of 10.
 - b. Humidity resistance per ASTM D2247-02 to 3000 hours with no loss of adhesion or blistering.
 - c. Color/UV resistance per ASTM G154-04 to 2000 hours exposure, alternate cycles with results of a) no chalking b) 75% color retention c) Color variation maximum 3.0 E variation CIE formula (before and after 2000 hours exposure.)
3. For quality control purposes the supplier applying the powder coat shall be PCI 4000 S Certified which covers meeting the requirements in: pretreatment, ovens and curing, application area, quality control, training, maintenance, customer satisfaction, safety, process control, incoming quality control, and loading, unloading, and packaging. For additional information go to www.powdercoating.org.

2.2 ACCESSORIES

A. ORNAMENTATION:

1. GABLE: Custom ornamentation of Gable ends
O99 Custom.
Color chosen from the manufacturer's standard color chart: TBD.
2. INTERMEDIATE ORNAMENTATION:
Intermediate Ornamentation in the lower clerestory opening mounted between the juncture columns (scroll work)
O99 Custom.
Color chosen from the manufacturer's standard color chart: TBD
4. OVERHEAD ORNAMENTATION:
Overhead Ornamentation (text arch) between the column tops
O99 Custom.
Color chosen from the manufacturer's standard color chart: TBD
5. UPPER ORNAMENTATION:
Upper Ornamentation in the top clerestory opening mounted between the juncture columns and is Polygon style
O99 Custom.
Color chosen from the manufacturer's standard color chart: TBD

PART 3 - EXECUTION

3.1 INSTALLERS

- A. Protect building products after arrival at destination from weather, sunlight, and damage.
- B. Building products should be placed on blocks off the ground and separated with wood strips so that air can circulate around each member.
- C. Cover top and bottom with moisture-resistant paper. Use non-marring slings when handling.
- D. Use building practices recognized by OSHA with a minimum 5 years experience in installing structures of similar construction. These trades include but are not limited to: masonry work, steel construction, sheet metal work, carpentry, electrical, and paint finishing.
- E. Examination of final work is done by verifying that the erection of the structure was done in conformance to the installation instructions supplied by Poligon and local building codes

3.2 ERECTION

- A. FOUNDATIONS:
Set on prepared foundations designed by the engineers identified in 1.5.D. Provide anchor bolts (if required) as defined in this same section.
- B. FRAME COMPONENTS:
Install all frame components according to manufacturer's installation instructions and these specifications. It may be necessary to shore up, use bracing, or provide plywood collars around columns to stabilize work and working conditions during construction.
- C. GENERAL CONTRACTOR:
Coordinate others work by the City or the City's representative.
- D. TOLERANCES:
Tolerances on steel structural members are set according to AISC construction practices, abided by in the factory, and cannot be increased. No field slotting or opening of holes will be allowed. Conform to the tolerances as specified on the installation drawings for anchor bolt or column layout details.

3.3 REPAIR

- A. In the case of structural compromise, contact manufacturer for professional guidance as to proper repair to structure. Do not attempt any field repairs without first contacting manufacturer.

3.4 FIELD CLEANING

- A. Cleaning of metal painted products can be done with commercially available SoftScrub® or similar mild abrasive cleaner. This will clean most marks or common vandalism.

END OF SECTION

SECTION 11 66 13
AGILITY EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Provide Livin the Dog Life equipment or approved equal.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Notify CITY before construction of conflicts.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Agility Equipment: Manufacturers: Livin the Dog Life or City's approved equal. Meeting the following specifications and layout:
<http://www.livinthedoglife.com/>
- B. Color: standard

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.

END OF SECTION

SECTION 22 00 00
PLUMBING

PART 1 GENERAL

1.1 SUMMARY

- A. Provide potable water service for the proposed drinking fountains.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, that have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Coordinate location of plumbing systems to avoid interference with location of structure and other building systems. Notify Owner of conflicts before construction, and potential resolutions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Plumbing Systems:
 - Application: Facility water distribution.
 - Application: Modifications to existing plumbing systems.
 - Type: Plumbing pipes and pumps.
- A. Water distribution piping.
- B. Domestic water piping.
- C. Sanitary sewerage.
 - Components: Suitable for service.
- D. Piping, Valves and Fittings.
- E. Sleeves and escutcheons.
- F. Meters and gages.
- G. General-duty valves and strainers.
- H. Cleanouts, traps, and interceptors.
- I. Sealants.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Extend the existing water service line to the proposed water fountains.
- B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.

- C. Install shutoff valves on each piece of equipment on the water supply.
- D. Label valves and components.
- E. Sterilize water distribution system. Flush and test systems for proper operation. Adjust system to prevent water hammer.
- F. Restore damaged finishes. Clean and protect work from damage.
- G. Instruct Owner's personnel in operation of systems.

END OF SECTION

SECTION 22 47 13
DRINKING FOUNTAINS

PART 1 GENERAL

1.1 SUMMARY

- A. Provide Livin the Dog Life Hi-Lo Drinking Water Fountain or equal, meeting ADA requirements.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Coordinate location of plumbing systems to avoid interference with location of structure and other building systems. Notify City before construction of conflicts.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Hi Lo Drinking Water Fountain: Manufacturers: Livin the Dog Life Model DL-3000-ADA-SS. or approved equal. Meeting the following specifications: <http://www.livinthedoglife.com/>
- A. Color: Blue.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.
- B. Flush new or existing supply lines prior to installation.
- C. Sterilize water distribution system. Flush and test systems for proper operation. Adjust system to prevent water hammer.
- D. Instruct City personnel in operation of systems.

END OF SECTION

SECTION 31 11 00
CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SUMMARY

- A. Provide labor, materials, necessary equipment and services to complete the clearing work.
- B. Do clearing, grubbing, root-raking, and necessary clean-up operations in connection with the construction of the work and its related site work.
- C. The work consists of the removal and disposal of grass, sand and debris from project areas.
- D. Furnish services, labor, transportation, materials, and equipment necessary for the performance of these operations.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect benchmarks, utilities, existing trees, shrubs and other landscape features not designated with temporary fencing or barricades. Store material or construction operation carried on within 4 feet of any tree to be saved or within the tree protection fence.

3.2 UTILITY RELOCATIONS

- A. Inform companies, individuals and other owning or controlling facilities or structures within the limits of the work which have to be relocated, adjusted or reconstructed in sufficient time for the utility or organization to perform such work in conjunction with or in advance of the operations.

3.3 CLEARING

- A. Confine clearing to within the limits of the rights-of-way or easement, or as indicated on the construction drawings.

3.4 GRUBBING

- A. Grub areas within the construction limits to remove roots and other objectionable material to a maximum depth of 8 inches.

3.5 STRIPPING AND STOCKPILING TOPSOIL

- A. Strip topsoil/mulch to whatever depth it may occur from areas to be excavated, filled, or graded and stockpiled or removed to a location approved by the CITY.
- B. No stockpiles to exceed a maximum height of 6'.

3.6 DEBRIS DISPOSAL

- A. Trees, logs, branches, brush, stumps, and other debris resulting from clearing and grubbing operations become the property of the CONTRACTOR and must be legally disposed of.
- B. Do not deposit or bury on the site debris resulting from clearing and grubbing work, wasted construction materials or other debris.

3.7 RESTORATION

- A. Replace trees, shrubs and plants designated to be saved which are permanently injured or die during the life of the Contract as a result of construction operations with like or approved alternate species acceptable to the CITY.
- B. Remove protective fences, enclosures and guards upon the completion of the project.
- C. Restore area to an equal or better condition.

END OF SECTION

SECTION 31 20 00
EARTH MOVING

PART 1 GENERAL

1.1 SUMMARY

- A. Provide earthwork operations.

1.2 SUBMITTALS

- A. Test Reports: Submit for approval test reports, list of materials and gradations proposed for use.

1.3 QUALITY ASSURANCE

- A. Compaction:
Under structures, metal frame storage building concrete pad, exercise equipment concrete pad, pavements, and walkways, 95 percent maximum density, ASTM D 1557.
Under lawns or unpaved areas, 90 percent maximum density, ASTM D 1557.
- B. Grading Tolerances Outside proposed Concrete Pads Lines:
Lawns, unpaved areas, and walks, plus or minus 1".
Pavements, plus or minus 1/2".
- C. Grading Tolerance for fill under proposed concrete pads: Plus or minus 1/2" measured with 10-foot straightedge.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Earthwork:
Application: Excavation, filling, compacting and grading operations both inside and outside building limits as required for below-grade improvements and to achieve grades and elevations indicated. Provide trenching and backfill for mechanical and electrical work and utilities.
Application: Subbase materials, drainage fill, common fill, and structural fill materials for concrete pads, pavements, and improvements.
Application: Suitable fill.
Subbase Material: Graded gravel or crushed stone.
Bedding Course: Graded crushed gravel and sand.
Borrow Soil: Off-site soil for fill or backfill.
Drainage Fill: gravel or crushed stone.
Common Fill: Mineral soil free from unsuitable materials.
Structural Fill: Graded gravel.
Impervious Fill: Gravel and sand mixture.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Excavation is unclassified and includes excavation to subgrade regardless of materials encountered. Repair excavations beyond elevations and dimensions indicated as follows:
 - At Structure: Concrete or compacted structural fill.
 - Elsewhere: Backfill and compact as directed.
- B. Prevent surface and subsurface water from accumulating in excavations. Stockpile satisfactory materials for reuse, allow for proper drainage and do not stockpile materials within dripline of trees to remain.
- C. Compact materials at the optimum moisture content as determined by ASTM D 1557 by aeration or wetting to the following percentages of maximum dry density:
 - Structures, Pavement, Walkways: Subgrade and each fill layer to 95% of maximum dry density to suitable depth.
 - Unpaved Areas: Top 6" of subgrade and each fill layer to 90% maximum dry density.
- D. Place acceptable materials in layers not more than 8" loose depth for materials compacted by heavy equipment and not more than 4" loose depth for materials compacted by hand equipment to subgrades indicated as follows:
 - Structural Fill: Use under foundations, slabs on grade in layers as indicated.
 - Drainage Fill: Use under designated building slabs, at foundation drainage and elsewhere as indicated.
 - Common Fill: Use under unpaved areas.
 - Subbase Material: Use under pavement, walks, steps, piping and conduit.
- E. Grade to within 1/2" above or below required subgrade and within a tolerance of 1/2" in 10'.
- F. Protect newly graded areas from traffic and erosion. Recompact and regrade settled, disturbed and damaged areas as necessary to restore quality, appearance, and condition of work.
- G. Control erosion to prevent runoff into sewers or damage to sloped or surfaced areas.
- H. Control dust to prevent hazards to adjacent properties and vehicles. Immediately repair or remedy damage caused by dust including air filters in equipment and vehicles. Clean soiled surfaces.
- I. Dispose of waste and unsuitable materials off-site in a legal manner.

END OF SECTION

SECTION 31 23 33
TRENCHING, BACKFILLING AND COMPACTING FOR UTILITY SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. The work included under this Section consists of clearing, excavating, grading and backfilling as required for the construction of the utility systems consisting of piping and appurtenances as shown on the Drawings.

1.2 REFERENCES

- A. Comply with Chapter 90-96 of the Laws of Florida (The Trench Safety Act) and OSHA Standard 29 CFR, Section 1926.650 Subpart P. Submit with contract, a signed and notarized copy of the Trench Safety Act compliance statement.

PART 2 PRODUCTS

2.1 BEDDING MATERIAL

- A. Bedding material for use below the water table or in wet trenches must be pea rock, drainfield limerock or similar material as approved by the City. Pipe bedding material for use in dry trenches must be limerock screenings, sand or other fine inorganic material as approved by the City.

2.2 ADDITIONAL BACKFILL MATERIAL

- A. Additional backfill material must be classified as A-1, A-3 or A-2-4 in accordance with AASHTO Designation M 145 and must be free from vegetation and organic material. No stones or rocks must be larger than six inches in diameter, and when placed within one foot of piping and appurtenances stones or rocks must be no larger than two inches in diameter (one inch for PVC).

2.3 FILL BROUGHT FROM OFFSITE

- A. Fill brought from offsite sources must be tested and certified that they do not contain hazardous materials, i.e. heavy metals, petroleum products, etc. Submit certifications to City before placing imported fill.

PART 3 EXECUTION

3.1 CLEARING

- A. Perform clearing necessary for the proper installation of piping and appurtenances in the locations shown on the Drawings. Protect and preserve trees unless otherwise directed by the City.

3.2 EXCAVATION

- A. Perform excavation of to the dimensions and depth shown on the Drawings, or as directed. Existing utilities such as pipes, poles and structures must be protected from injury, and in case of damage, they must be restored at no cost to the City.
- B. Materials removed from the trenches suitable for use as backfill must be hauled to and used in areas where not enough suitable material is available from the excavation.

- C. Excess suitable material must remain on the property of the City and must be disposed of within the limits of the project as directed by the City. The disposal area must be finish graded upon completion of the work.

3.3 PIPE BEDDING

- A. Excavation required for installation of the pipe bedding must be backfilled with approved bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe, at no additional cost to the City.

3.4 BACKFILL

- A. Backfilling of utility trenches will not be allowed until the work has been approved by the City, pressure tested if required, and the City indicates that backfilling may proceed. Work which is covered or concealed without the knowledge and consent of the City must be uncovered or exposed for inspection at no cost to the City. Partial backfill may be made to restrain the pipe during pressure testing.
- B. Backfill material must be non-cohesive, nonplastic material free of all debris, organic material, lumps, clods and broken paving. Backfill material placed within one foot of piping and appurtenances must not contain stones or rocks larger than two inches in diameter (one inch for PVC) and no stones or rocks larger than six inches in diameter will be permitted in backfill.
- C. If a sufficient quantity of suitable backfill material is not available from the trench or other excavations within the site of the work, provide additional material suitable for this purpose.
- D. Selected backfill material containing no stone or rocks larger than two inches must be placed in six-inch layers and thoroughly tamped to a depth of 12 inches over the top of the pipe. .
- E. After the backfill has been placed to a level 12 inches over the waterline or force main pipe, the remainder of the backfill must be placed in layers, not to exceed nine inches, and compacted with mechanical vibrators or other suitable equipment to obtain a density of the backfilled material of not less than 95 percent of its maximum density for landscaped areas and 98 percent of maximum density for paved areas. Provide density tests for each lift.
- F. No more than 800 feet of trench with pipe in place must be partially backfilled at any time.

3.5 COMPACTION AND DENSITIES

- A. Methods of control and testing of backfill construction to be employed in this work are:
 - 1. Maximum density of the material in trenches must be determined by AASHTO Designation T 180.
 - 2. Field density of the backfill material in place must be determined by AASHTO Designation T 238.
- B. Laboratory and field density tests which, in the opinion of the City, are necessary to establish compliance with the compaction requirements of these specifications, will be conducted at no cost to the City at intervals indicated in the Compaction Test Schedule on the plans. Tests will be made at depths and locations selected by the City.
- C. Trench backfill which does not comply with the specified densities, as indicated by such tests, must be reworked and recompacted until the required compaction is secured, at no additional cost to the City.

3.6 ADDITIONAL EXCAVATION AND BACKFILL

- A. Where organic material, such as roots, muck, or other vegetative matter, or other material which, in the opinion of the City, will result in unsatisfactory foundation conditions, is encountered below the level of the proposed pipe bedding material, it must be wholly or partially removed as directed by the City. Sheet piling must be installed if necessary to maintain pipe trenches within the specified limits. The resulting excavation must be backfilled with suitable backfill material, placed in six-inch layers, tamped and compacted up to the level of the bottom of the proposed pipe bedding material. Sufficient compaction of this material must be performed to protect the proposed pipe against settlement. Construction must then proceed in accordance with the provisions of Article 3.3 Pipe Bedding.
- B. Additional excavation must be performed only when ordered by the City. Where organic or other unsuitable material is encountered in the excavation, bring the condition to the attention of the City and obtain his determination as to whether or not the material will require removal, before preparing the pipe bedding.
- C. Additional backfill material, if required, must be furnished in accordance with the provisions in Article 3.4.

3.7 RESTORATION OF EXISTING SURFACES

- A. Paved and grassed areas disturbed by the operations required under this Section must be restored.

END OF SECTION

SECTION 32 31 13 CHAIN
LINK FENCE AND GATES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes industrial/commercial chain link fence and gates specifications:
1. Polymer coated galvanized steel chain link fabric
 2. Polymer coated galvanized steel framework and fittings
 3. Gates: Polymer coated galvanized steel swing
 4. Installation

1.1 REFERENCES

- A. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- B. ASTM F567 Standard Practice for Installation of Chain Link Fence
- C. ASTM F626 Specification for Fence Fittings
- D. ASTM F668 Specification for Polymer Coated Chain Link Fence Fabric
- E. ASTM F900 Specification for Industrial and Commercial Swing Gates
- F. ASTM F934 Specification for Standard Colors for Polymer-Coated Chain Link
- G. ASTM F1043 Specification for Strength and Protective Coatings of Steel Industrial Chain Link Fence Framework
- H. ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- I. ASTM F1664 Specification for Poly (Vinyl Chloride) (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used with Chain-Link Fence

1.3 SUBMITTALS

- A. Shop drawings: Site plan showing layout of fence location with dimensions, location of gates and opening size, cleared area, elevation of fence, gates, footings and details of attachments.
- B. Certifications: Manufacturers material certifications in compliance with the current ASTM specifications.
- C. Material samples: When required, provide representative samples of chain link fabric, framework and fittings.
- D. Specification Changes: May not be made after the date of bid.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Company headquartered in the United States having U.S. manufacturing facility/facilities specializing in manufacturing chain link fence products with at least 5 years experience.

- B. Fence contractor: Company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and have at least 5 years experience.
- C. Tolerances: Current published edition of ASTM specifications tolerances apply. ASTM specification tolerances supersede any conflicting tolerance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Products from qualified manufacturers having a minimum of 5 years experience manufacturing ornamental picket fencing will be acceptable by the architect as equal, if approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size, gauge of metal parts and fabrication.
- B. Approved Manufacturer: As specified on the Drawings and details or approved equal.

2.2 CHAIN LINK FABRIC

- A. Steel Chain Link Fabric: 2 in., 11 gauge
 - 1. Polymer Coated Steel Fabric: ASTM F668, wire gauge specified is that of the metallic coated steel core wire
 - a. Class 1 extruded
 - b. Color: Black in compliance with ASTM F934
 - 2. Fabric selvage:
 - Standard fabric selvage for 2 in mesh 72 in. high is knuckle finish at top and bottom, K&K.

2.3 ROUND STEEL PIPE FENCE FRAMEWORK

- A. Round steel pipe and rail: Schedule 40 standard weight pipe, in accordance with ASTM F1083, 1.8 oz/ ft² hot dip galvanized zinc exterior and 1.8 oz/ft² hot dip galvanized zinc interior coating
Regular Grade: Minimum steel yield strength 30,000 psi
 - 1. Line post 1.900 in. 2.72 lb/ft.
 - 2. End, Corner, Pull post 2.375 in. 3.65 lb/ft.
 - 3. Top, brace, bottom and intermediate rails, 1.660 in. 2.27 lb/ft.
- B. Polymer Coated Pipe: Polymer coated pipe shall have a PVC or Polyolefin coating fused and adhered to the exterior zinc coating of the galvanized pipe in accordance with ASTM F1043. The minimum thickness of the PVC or Polyolefin coating shall be 10-mils
Color to match fabric: Black per ASTM F934.

2.4 TENSION WIRE

- A. Polymer Coated Steel Tension Wire: 7 gauge wire complying with ASTM F1664. Wire gauge specified is the core wire gauge.
 - 1. Class 1, extruded
 - 2. Color: Black in compliance with ASTM F934

2.5 FITTINGS

- A. Tension and Brace Bands: Galvanized pressed steel complying with ASTM F626, minimum steel thickness of 12 gauge, minimum width of 3/4 in. and minimum zinc coating of 1.20 oz/ft². Secure bands with 5/16 in. galvanized steel carriage bolts.

- B. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail Sleeves: In compliance to ASTM F626, pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft².
- C. Truss Rod Assembly: In compliance with ASTM F626, 3/8 in. diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft², assembly capable of withstanding a tension of 2,000 lbs.
- D. Tension Bars: In compliance with ASTM F626. Galvanized steel one-piece length 2 in. less than the fabric height. Minimum zinc coating 1.2 oz. /ft². Bars for 2 in. and 1 3/4 in. mesh shall have a minimum cross section of 3/16 in. by 3/4 in.
- E. Polymer Coated Color Fittings: In compliance with ASTM F626, PVC or Polyolefin coating minimum thickness 0.006 in. fused and adhered to the zinc coated fittings. Color: Black.

2.6 TIE WIRE and HOG RINGS

- A. Tie Wire and Hog Rings: Galvanized minimum zinc coating 1.20 oz/ft² 9 gauge (0.148) steel wire in compliance with ASTM F626.
 - a. PVC or Polyolefin coating
 - b. Class 1, extruded
 - c. Color: Black in compliance with ASTM F934

2.7 SWING GATES

- A. Swing Gates: Galvanized steel pipe welded fabrication in compliance with ASTM F900. Gate frame members 1.900 in. ASTM F 1083 schedule 40 galvanized steel pipe. Frame members spaced no greater than 8 ft. apart vertically and horizontally. Welded joints protected by applying zinc-rich paint in accordance with ASTM Practice A780. Positive locking gate latch, pressed steel galvanized after fabrication. Galvanized malleable iron or heavy gauge pressed steel post and frame hinges. Provide lockable drop bar and gate holdbacks with double gates. Match gate fabric to that of the fence system Gateposts per ASTM F1083 schedule 40 galvanized steel pipe. Moveable parts such as hinges, latches and drop rods may be field coated using a liquid polymer touch up.
 - a. Post: 2.875 in 5.79 lb/ft.
 - b. PVC or Polyolefin coating
 - c. Color: Black in compliance with ASTM F934

2.8 CONCRETE

- A. Concrete for post footings: 28-day compressive strength of 2,500 psi.

PART 3 EXECUTION

3.1 CLEARING FENCE LINE

- A. Clearing: Surveying, clearing, grubbing, grading and removal of debris for the fence line or any required clear areas adjacent to the fence.

3.2 FRAMEWORK INSTALLATION

- A. Posts: Set posts plumb in concrete footings in accordance with ASTM F567. Line posts installed at intervals not exceeding 10 ft. on center.
- B. Top rail: When specified, install 21 ft. lengths of rail continuous through the line post or barb arm loop top. Splice rail using top rail sleeves minimum 6 in. long. Secure rail to the

terminal post by a brace band and rail end. Field cut bottom rail and secure to the line posts using boulevard clamps or brace band with rail end.

- C. Terminal posts: Brace and truss end, corner, pull and gate posts. Install the horizontal brace rail and diagonal truss rod in accordance with ASTM F567.
- D. Tension wire: Install 4 in. up from the bottom of the fabric and 4 in. down from the top of the fabric. Stretch taut, independently and before the fabric, between the terminal posts and secured to the terminal post using a brace band. Secure the tension wire to each line post with a tie wire.

3.3 CHAIN LINK FABRIC INSTALLATION

- A. Chain Link Fabric: Install fabric to outside of the framework. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 5/16 in. carriage bolts spaced no greater than 12 inches on center. Small mesh fabric less than 1 in. , attach to terminal post by sandwiching the mesh between the post and a vertical 2 in. wide by 3/16 in. galvanized steel strap using carriage bolts, bolted thru the bar, mesh and post spaced 15 in. on center. Chain link fabric to be stretched taut free of sag. Fabric to be secured to the line post with tie wires spaced no greater than 12 inches on center and to horizontal rail spaced no greater than 18 inches on center. Secure fabric to the tension wire with hog rings spaced no greater than 18 inches on center.
Install fabric with ground clearance on no more than 2 inches.

3.4 GATE INSTALLATION

- A. Swing Gates: Installation of swing gates and gateposts in compliance with ASTM F 567. Direction of swing: inward. Install gates plumb in the closed position having a bottom clearance of 3 in., grade permitting. Hinge and latch offset opening space no greater than 3 in. in the closed position. Install double gate drop bar receivers set in a concrete footing minimum 6 in. diameter 24 in. deep. Install gate leaf holdbacks for double gates

3.5 NUTS AND BOLTS

- A. Bolts: Install carriage bolts used for fittings with the head on the secure side of the fence.

3.6 CLEAN UP

- A. Clean Up: Remove debris caused by the installation of the fence.

END OF SECTION

SECTION 32 33 43.13
SITE SEATING

PART 1 GENERAL

1.1 SUMMARY

- A. Provide Global Industries equipment or equal.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, including operating instructions, list of spare parts and maintenance schedule.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Notify City before construction of conflicts.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Exercise Equipment: Manufacturers: Global Industries or approved equal.
Meeting the following specifications and layout:
<http://www.globalindustrial.com/>
- B. Color: Green

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Coordinate with work of other sections. Comply with applicable regulations and building code requirements.

END OF SECTION

SECTION 33 10 00 WATER UTILITIES

PART 1 GENERAL

1.1 SUMMARY

- A. Provide underground, exterior water service piping systems.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers that have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Testing: Hydrostatic tests at minimum 2 times working pressure for 2 hours.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Water Service Piping Systems:
 - Application: Water service piping for water fountains.
 - Piping: Ductile iron.
 - Piping: PVC.
 - Piping: Fiberglass.
 - Piping: Copper.
 - Piping: Polybutylene.
 - Piping: Polyethylene.
 - Valves: Suitable for service.
 - Anchorage: Suitable for service.
 - Accessories:
 - A. Gray iron sleeve coupling assemblies.
 - B. Reinforced concrete valve pits with ladder and cast-iron manhole frame and cover.
 - C. Utility Company water meter.
 - D. Backflow preventers.
 - E. Vacuum breakers.
 - F. Free standing fire hydrants.
 - G. Free standing fire department connections.
 - H. Metallic-lined plastic underground identification tapes.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- B. Clean and disinfect system. Test for proper operation. Backfill and protect work from damage.

END OF SECTION

SECTION 33 11 00
WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. The installation of potable water lines including:
 - 1. Pipe and fittings for potable water line.
 - 2. Valves and Valve Boxes.
 - 3. Underground pipe markers.
 - 4. Pressure Testing.

1.2 REFERENCES

- A. American Water Works Association:
 - 1. AWWA C605 – Underground Installation of Polyvinyl Chloride Pressure Pipe and Fittings.
- B. ASTM International:
 - 1. ASTM D2241 – Standard Specification for Rigid Polyvinyl Chloride Pressure Rated Pipe (SDR Series).
- C. National Sanitation Foundation:
 - 1. NSF 61 – Drinking Water System Components – Health Effects

1.3 SUBMITTALS

- A. Section 2 - 42 Submittals. Requirements for submittals.
- B. Shop Drawings: Indicate piping layout, including piping specialties.
- C. Product Data: Submit data on pipe materials, pipe fittings, valves, and accessories.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- E. Project Record Documents: Record actual locations of piping mains, valves, connections, thrust restraints, and invert elevations.
- F. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with utility company standards.
- B. Maintain one copy of each document on site.
- C. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- D. Testing: Hydrostatic tests at minimum 2 times working pressure for 2 hours.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 2 - 38 – Material and Equipment Shipment , Handling, Storage & Protection.
- B. Deliver and store valves in shipping containers with manufacturer's name and pressure rating labeling in place.
- C. Block individual and stockpiled pipe lengths to prevent moving.
- D. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- E. Store polyethylene materials out of sunlight.

PART 2 PRODUCTS

2.1 WATER PIPING

- A. Polyvinyl Chloride: AWWA C900 and AWWA C905, marked with NSF 61 designation for potable water use.
 - 1. Pipe Class: DR 18, 150 psi. and DR 14, 200 psi.
 - 2. Fittings:
 - a. PVC, AWWA C900 and AWWA C905
 - b. Ductile Iron, Mechanical Joint, AWWA C110
 - 3. Joints:
 - a. PVC, ASTM D3139 with ASTM F477 flexible elastomeric seals.
 - b. Ductile Iron, Mechanical Joint, AWWA C111.
 - c. Boltless Restrained Joints: Boltless, push-on type, joint restraint independent of joint seal. Conform to pipe manufacturers specifications.

2.2 VALVE BOXES

- A. Valves 12-Inch Diameter and Smaller: Cast iron, two-piece, Mueller #H-10364 or approved equal.
- B. Valves Larger Than 12-Inch Diameter: Cast iron, three-piece, screw type, round base.
- C. Cast iron lid marked "WATER:

2.3 UNDERGROUND PIPE MARKERS

- A. Plastic Ribbon and Trace Wire Tape: Brightly colored blue continuously printed with "WATER SERVICE" in large letters, minimum 6 inch wide by 4 mils thick, with magnetic detectable conductor manufactured for direct burial service.

2.4 BEDDING AND COVER MATERIALS

- A. Bedding for Rigid Pipe (DIP, PVC C900, PBC C905, and PCCP): Clean sand, slightly silty sand, or slightly clayey sand having a Unified Soil Classification of SP, SP-SM or SP-SC.
- B. Backfill Around Pipe and Above Pipe: As specified in Sections 31 23 33 – Trenching, Backfilling and Compacting for Utility Systems.

PART 3 EXECUTION

3.1 PREPARATION

- A. Verification of existing conditions before starting work.
- B. Verify existing utility water main size, location, and inverts.

3.2 EXCAVATION

- A. Excavate pipe trench in accordance with Section 31 23 33 for Work of this section. Hand trim excavation for accurate placement of pipe.
- B. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- C. Provide sheeting and shoring as required.
- D. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 8 inches in compacted depth; compact to 95 percent.

3.3 INSTALLATION - PIPE

- A. Install ductile iron pipe and fittings in accordance with AWWA C600 and manufacturer's instructions.
- B. Install Polyvinyl Chloride pipe in accordance with AWWA C605 and manufacturer's instructions.
- C. Handle and assemble pipe in accordance with manufacturer's instructions.
- D. Steel Roads, Bolt, Lugs, and Brackets: Coat buried steel with one coat of coal tar coating before backfilling.
- E. Maintain minimum 10-foot horizontal separation and 18-inch vertical separation of water main from sewer piping or as required by local code.
- F. Install pipe to indicated elevation to with tolerance of ½ inch.
- G. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs. Use only equipment specifically designed for pipe cutting. The use of chisels or hand saws will not be permitted. Grind edges smooth with beveled end for push-on connections.
- H. Remove scale and dirt on inside and outside before assembly.
- I. Flanged Joints: Not to be used in underground installations except within structures.
- J. Route pipe in straight line. Relay pipe that is out of alignment or grade.
- K. Install pipe with no high points. If unforeseen field conditions arise which necessitate high points, install air release valves as directed by Architect/Engineer.
- L. Install pipe to have bearing along entire length of pipe. Excavate bell holes to permit proper joint installation. Do not lay pipe in wet trench.
- M. Prevent foreign material from entering pipe during placement.
- N. Install pipe to allow for expansion and contraction without stressing pipe or joints.

- O. Close pipe openings with watertight plugs during work stoppages.
- P. Install access fittings to permit disinfection of water system.
- Q. Install underground marking tape continuously 12 inch above pipe line.
- R. Measure depth of cover from final surface grade to top of pipe barrel.
- S. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- T. Clean and disinfect system. Test for proper operation. Backfill and protect work from damage.

3.4 INSTALLATION – VALVES

- A. Install valves in conjunction with pipe installations; set valves plumb.
- B. Provide buried valves with valve boxes installed flush with finished grade.

3.5 BACKFILLING

- A. Backfill and compact around sides and to top of pipe in accordance with Section 31 23 33.
- B. Maintain optimum moisture content of material to attain required compaction density.

3.6 DISINFECTION OF POTABLE WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with ANSI/AWWA C-651-05 standard.

3.7 FIELD QUALITY CONTROL

- A. Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Compaction Testing: Perform soil compaction tests in accordance with Section 31 23 33.
- C. Pressure Tests: Perform pressure test on potable water distribution system in accordance with AWA C600.
- D. Notification: Notify Engineer and Owner 72 hours in advance of test and have witness test.
- E. Test Pressure: Not less than 200 psi or 50 psi in excess of maximum static pressure, whichever is greater.
- F. Pressure Test Procedure
 - 1. After completion of pipeline installation, including backfill, but before final connection to existing system, conduct concurrent pressure and leakage tests.
 - 2. Provide equipment required to perform leakage and pressure tests.
 - 3. Conduct tests for at least two-hour duration.
 - 4. No pipeline installation will be approved when pressure varies by more than 5 psi at completion of hydrostatic pressure test.
 - 5. Before applying test pressure, completely expel air from section of piping under test. Provide corporation cocks so air can be expelled as pipeline is filled with water. After air has been expelled, close corporation cocks and apply test pressure. At conclusion of tests, remove corporation cocks and plug resulting piping openings.

6. Slowly bring piping to test pressure and allow system to stabilize prior to conducting leakage test. Do not open or close valves at differential pressures above rated pressure.
7. Examine exposed piping, fittings, valves, hydrants, and joints during pressure test. Repair or replace damage or defective pipe, fittings, valves hydrants, or joints discovered, following pressure test.
8. No pipeline installation will be approved when leakage is greater than that determined by the following formula:

$L = (SDV \sqrt{P})/148,000$
L = allowable, in gallons per hour
S = length of pipe tested, in inches
D = nominal diameter of pipe , in inches
P = average test pressure during leakage test, in pounds per square inch (gauge)

9. When leakage exceeds specified acceptable rate, locate source and make repairs. Repeat test until specified leakage requirements are met.

END OF SECTION

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**:

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)

Business Name

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

(2)

Business Name

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

(3)

Business Name

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

(4)

Business Name

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

(5)

Business Name

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

(6)

Business Name

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

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME

SIGNATURE

DATE

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:	<input type="text"/>
Address of Firm:	<input type="text"/>
Telephone Number:	<input type="text"/>
Name of Person Completing Form:	<input type="text"/>
Title:	<input type="text"/>
Signature:	<input type="text"/>
Date:	<input type="text"/>
City Project Number:	<input type="text"/>
City Project Description:	<input type="text"/>

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

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

MBE/WBE CONTRACTOR INFORMATION

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

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

CONTRACTOR CHECKLIST

- ☐ List Previous City of Fort Lauderdale Contracts

	5
	6

- ☐ Number of Employees in your firm

--Percent () Women

--Percent () Minorities

--Job Classifications of Women and Minorities

	5
	6

- ☐ Use of minority and/or women subcontractors on past projects.

	5
	6

- ☐ Nature of the work subcontracted to minority and/or women-owned firms.

	5
	6

- ☐ How are subcontractors notified of available opportunities with your firm?

	5
	6

☐ Anticipated amount to be subcontracted on this project.

	5
	6

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

	5
	6

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

TRENCH SAFETY

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

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
B. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
C. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
D. <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Total: \$

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

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

DATE:
(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,
 affixed his/her signature in the space provided above on this
 day of , 20 .

NOTARY PUBLIC

My Commission Expires:

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

-

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

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

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	6

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):

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	6

How many years has your organization been in business?

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

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

Certificate of Competency Number of Qualifying Agent:

Effective Date:

Expiration Date:

Licensed in:

Contractor's License #(s)

(County/State)

Expiration Date:

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

Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

QUESTIONNAIRE SHEET

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

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

a)	
b)	
c)	
d)	
e)	
f)	
g)	

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

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	6

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

	5
	6

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

	5
	6

CONSTRUCTION BID CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field. If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Does your firm qualify for MBE or WBE status: MBE ☐ WBE ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Name

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

Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.

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The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Date:

Signature

Date:

ATTACHMENT **E-VERIFY AFFIRMATION STATEMENT**RFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

Question and Answers for Bid #163-11805 - Holiday Park Dog Park

Overall Bid Questions

There are no questions associated with this bid.