

## **Solicitation 12282-693**

### **Sweeting Park Dock Replacement (P12278 RE-BID)**

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



## **City of Fort Lauderdale**

## Bid 12282-693

### Sweeting Park Dock Replacement (P12278 RE-BID)

Bid Number 12282-693  
 Bid Title Sweeting Park Dock Replacement (P12278 RE-BID)

Bid Start Date Jun 19, 2019 2:20:59 PM EDT  
 Bid End Date Jul 31, 2019 2:00:00 PM EDT  
 Question & Answer End Date Jul 23, 2019 5:00:00 PM EDT

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

Contract Duration One Time Purchase  
 Contract Renewal Not Applicable  
 Prices Good for 120 days  
 Pre-Bid Conference Jul 2, 2019 10:00:00 AM EDT  
 Attendance is optional  
 Location: Sweeting Park  
 433 NW 23rd Avenue  
 Fort Lauderdale, FL 33311

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

**Sealed bids will be received electronically until 2:00 P.M., local time, on TUESDAY, JULY 16, 2019, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, for BID NO., 12282-693, PROJECT NO., 12278 RE-BID, SWEETING PARK DOCK REPLACEMENT.**

**This Project consists of Drawing File No., 4-138-27, three (3) sheets.**

**This Project is located at 433 NW 23<sup>rd</sup> Avenue, Fort Lauderdale, Florida, 33311. The work to be accomplished under this contract includes, but is not limited to, the construction of one dock with concrete filled pearson piles with an alternate of 8"x8" plastic lumber posts, pressure treated pine lumber decking with an alternate of plastic lumber decking and stainless steel rails per plans and specifications.**

**NOTE: Payment on this contract will be made by check.**

**Licensing Requirements: – Possession of a State of Florida General Contractors License is required for this Project.**

**Pre-Bid Meeting/Site visit: · A pre-bid meeting and site visit will be held on TUESDAY, JULY 2, 2019 at 10:00 a.m., local time, at Sweeting Park, 433 NW 23<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33311.**

**While attendance is not mandatory, it is strongly suggested that all contractors attend the pre-proposal conference and site visit since tours at other times might not be available. It will be the sole responsibility of the bidder to inspect the City's location and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a**

claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

**Drawing Plans:** Bidding blanks may be obtained free of charge at BIDSINC.COM.

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

**Bid Bonds:**

Bidders can submit bid bonds for projects four different ways.

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

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

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

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

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**

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

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

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

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

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

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

**Added on Jul 8, 2019:**

**Bid Opening and Q&A End dates have been changed.**

**Addendum # 1**

Previous End Date	Jul 16, 2019 2:00:00 PM EDT	New End Date	Jul 31, 2019 2:00:00 PM EDT
Previous Q & A End Date	Jul 9, 2019 5:00:00 PM EDT	New Q & A End Date	Jul 23, 2019 5:00:00 PM EDT

**Item Response Form**

Item **12282-693--01-01 - BASE BID TOTAL: Maintenance of Traffic**  
 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 labor, material and equipment to provide all vehicular and pedestrian maintenance of traffic for entire length of project

Item **12282-693--01-02 - BASE BID TOTAL: Erosion Control, Turbidity Barrier**  
 Lot Description **BASE BID TOTAL**  
 Quantity **130 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 130

**Description**

Furnish all materials, labor and equipment to install Synthetic erosion control, silt fence, polypropylene, ideal conditions, 3 feet high. This item includes protection for existing catch basins.

Item **12282-693--01-03 - BASE BID TOTAL: Tree Protection**  
 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 materials, labor and equipment to protect all existing Mangroves as shown on the plans and tree protection detail.

Item **12282-693--01-04 - BASE BID TOTAL: Dock**  
 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 materials, labor and equipment to install one dock with pressure treated lumber decking, stainless steel cable railing and concrete filled pearson piles per plans, details and specifications.

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Item 12282-693--02-01 - ALTERNATE 1: Dock with Recycled Lumber Decking

Lot Description ALTERNATE 1

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**

Substitute the Base Bid Dock Pressure Treated lumber Decking with Recycled Plastic Lumber Decking. All below deck lumber remains recycled plastic lumber per plans and details.

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Item 12282-693--03-01 - ALTERNATE 2: Dock with Recycled Lumber 8x8 inch Posts

Lot Description ALTERNATE 2

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**

Substitute the Base Bid Dock Concrete Filled Pearson Piles with 8x8 inch Recycled Plastic Lumber Posts per plans and details.

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

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**BID NO. 12282-693**

**PROJECT NO. 12278 RE-BID**

**SWEETING PARK DOCK  
REPLACEMENT**



**THOMAS WHITE  
PROJECT MANAGER II**

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

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

CITB Prime Contractor Identification  
CITB Questionnaire Sheet  
Non-Collusion Statement  
Non-Discrimination Certification Form  
Construction Bid Certification Page



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## INVITATION TO BID (continued)

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

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

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

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

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

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

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

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

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

**INSTRUCTIONS TO BIDDERS (continued)**

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

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

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

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

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

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

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

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

## INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

**BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <http://www.fortlauderdale.gov/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: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2A\\_D\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2A_D_ARTVFI_DIV2PR_S2-182DIREPR)

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

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

## INSTRUCTIONS TO BIDDERS (continued)

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

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

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

**COPIES OF DRAWING PLANS** - Bidding blanks may be obtained **free of charge** at BIDSYNC.COM.

**SURETY BOND** – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2018), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

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

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

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

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

## INSTRUCTIONS TO BIDDERS (continued)

of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

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

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

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

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

### **EARLY PROJECT COMPLETION INCENTIVE**

The City reserves the right to or not to negotiate an incentive program with the awarded vendor for timely completion. The City is under no obligation to offer such an incentive.

**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

**INSTRUCTIONS TO BIDDERS (continued)**

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.

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

**LOBBYING ACTIVITIES** - **ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-00-27, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. The ordinance may also be viewed on the City's website at [http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).



## PROJECT 12278 RE-BID

**SPECIAL CONDITIONS****01. PURPOSE**

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

**02. TRANSACTION FEES**

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

**03. SUBMISSION OF BIDS**

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

**04. INFORMATION OR CLARIFICATION**

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

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

## SPECIAL CONDITIONS (continued)

## PROJECT 12278 RE-BID

**05. CONTRACT TIME**

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 30 calendar days (**20 working days**) of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 180 calendar days (**120 working 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 210 calendar days (**140 working days**) after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

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

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

**06. BID SECURITY**

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

**07. REQUIRED LICENSES/CERTIFICATIONS**

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

**State of Florida General Contractors License**

***Note: Contractor must have proper licensing and be able to provide evidence of same***

## SPECIAL CONDITIONS (continued)

## PROJECT 12278 RE-BID

**08. SPECIFIC EXPERIENCE REQUIRED**

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid. Failure to provide this information may render the bid non-responsive.

The contractor shall have previous experience in marine related construction projects within the last **five (5) years**. Bidder shall submit proof of such construction experience for a minimum of **two (2) projects** of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was **self-performed by contractor**; and client's name, address, telephone number and e-mail address.

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

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

**09. BID ALLOWANCE**

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

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

<b>Allowances</b>	<b>\$</b>
Permit fee allowance	5,000
<b>TOTAL</b>	<b>\$5,000</b>

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

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

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

## SPECIAL CONDITIONS (continued)

## PROJECT 12278 RE-BID

insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

10.1.1 Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

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

10.1.2 Business Automobile Liability

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

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

10.1.3 Workers' Compensation and Employer's Liability

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

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires

## SPECIAL CONDITIONS (continued)

## PROJECT 12278 RE-BID

the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

10.1.4 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.

10.1.5 Crane and Rigging Liability  
Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

10.1.6. Contractor's Pollution Liability Coverage  
For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Insurance Certificate Requirements

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

## SPECIAL CONDITIONS (continued)

## PROJECT 12278 RE-BID

The Certificate Holder should read as follows:

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

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

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

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

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

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

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

## SPECIAL CONDITIONS (continued)

## PROJECT 12278 RE-BID

**11. PERFORMANCE AND PAYMENT BOND: 100%****Number of awards anticipated: 1****12. CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as **Thomas White**, whose address is **100 North Andrews, 5<sup>th</sup> Floor, Fort Lauderdale, FL 33301**, telephone number: **(954) 828-5189**, and e-mail address is [pburger@fortlauderdale.gov](mailto:pburger@fortlauderdale.gov). The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

**14. PAYMENT**

Payment on this contract will be made by check.

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

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**

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

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

**16. INSPECTION OVERTIME COST: Estimated at \$100 per hour**

**CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT**

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

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

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

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

**ARTICLE 1 – DEFINITIONS**

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

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



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

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

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

## ARTICLE 2 – SCOPE OF WORK

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

SWEETING PARK DOCK REPLACEMENT  
ITB 12278-693 PROJECT 12278 RE-BID

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

### PROJECT DESCRIPTION

This Project is located at 433 NW 23<sup>rd</sup> Avenue, Fort Lauderdale, Florida, 33311. The work to be accomplished under this contract includes, but is not limited to, the construction of one dock with concrete filled pearson piles with an alternate of 8x8" plastic lumber posts, pressure treated pine lumber decking with an alternate of plastic lumber decking, and stainless steel rails per plans and specifications.

- 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 **Thomas White**, whose address is **100 N. Andrews Avenue, 5<sup>th</sup> Floor, Fort Lauderdale, FL 33301**, telephone number: **(954) 828-5350**, and email address is [thomaswh@fortlauderdale.gov](mailto:thomaswh@fortlauderdale.gov). The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## ARTICLE 4 – CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

## ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **30 (20 working days)** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **180** calendar days **(120 working 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 **210 (140 working days)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

## ARTICLE 6 – CONTRACT PRICE

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

Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

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

## **ARTICLE 7 – PAYMENT**

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

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

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



- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.
- 8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.
- 8.9 Materials:
- 8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

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

- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.
- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

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

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

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

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

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

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
- 8.16.1 Flow of material and equipment from suppliers.
  - 8.16.2 The interrelated work with affected utility companies.
  - 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
  - 8.16.4 The effort of independent testing agencies.
  - 8.16.5 Notice to affected property owners as may be directed by the Project Manager.

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

8.18 Safety and Protection:

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

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

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

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

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

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

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

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

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

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of

removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

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

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

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

8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the

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

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

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

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

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

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

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted

contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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

## ARTICLE 9 – CITY'S RESPONSIBILITIES

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



## ARTICLE 10 – BONDS AND INSURANCE

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

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

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

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

### 10.3 Insurance

10.3.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each

policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

**10.3.2 Commercial General Liability**

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

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

**10.3.3 Business Automobile Liability**

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

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

**10.3.4 Workers' Compensation and Employer's Liability**

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

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

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

10.3.5 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.

10.3.6 Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

10.3.7 Contractor's Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

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

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

**A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence**

**listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City

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

- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

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

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

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

## ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent

contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

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

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

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



## ARTICLE 13 – CHANGES IN THE WORK

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

## ARTICLE 14 – CHANGE OF CONTRACT PRICE

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

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary

facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

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

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

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

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

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

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

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

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

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

14.4.1 A mutually acceptable negotiated fee.

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

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

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

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

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

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

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

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

## ARTICLE 15 – CHANGE OF THE CONTRACT TIME

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

## ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and

agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

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

## **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:

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

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

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

17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

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

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

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

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

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

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been

issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

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

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

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

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

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

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

remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

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

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

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

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

## **ARTICLE 18 – DISPUTE RESOLUTION**

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit



the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.

- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

## ARTICLE 19 – NOTICES

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

To the City:

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

with copy to the:

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

To the Contractor:

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

## ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## ARTICLE 21 – GOVERNING LAW

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

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

## ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715

F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

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

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SAMPLE CONSTRUCTION DOCUMENT

Sweeting Park Dock Replacement  
**(Contractor)**  
Project 12278 Re-Bid

**CITY**

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

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

By: \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM  
City Manager

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

Approved as to Legal Form:

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

**CONTRACTOR**

WITNESSES:

CONTRACTOR.,  
a Florida corporation.

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
Title\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ (Name), as \_\_\_\_\_ (Title) of \_\_\_\_\_ (CONTRACTOR), a Florida corporation, on behalf of the Corporation.

SEAL

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

Type of Identification Produced: \_\_\_\_\_

## **GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Estimated Cost
5. Completion Date

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

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

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

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

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

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

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

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

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

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

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

**GC - 21 - TRAFFIC CONTROL** - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The Public Works Director shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

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

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

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

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

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

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

**GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott

of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

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

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

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

**GC – 27 – PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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



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

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

**Telephone Number:** (954) 828-5002

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

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

# TECHNICAL SPECIFICATIONS

## **SECTION 011000 SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.
  - 1. The written specifications package entitled 11796 Sweeting Park Improvements.

#### **1.2 INTENT OF DRAWINGS AND SPECIFICATIONS**

- A. Intent of the drawings and specifications is to cover an installation complete in every respect. It is not necessarily intended to provide every detail on drawings or in the specifications. The City will not be responsible for absence of any detail which the Contractor may require nor for any special construction which may be found necessary as work progresses. If an item is either indicated or specified, it shall be considered sufficient for inclusion of said item in the contract. Contractor shall furnish and install materials and equipment normally furnished with such systems and as needed to complete a fully operational installation, whether mentioned or not, which are customary to the trade.
- B. Incidental accessories not usually shown or specified, but which are necessary for the proper installation and operation shall be included in the work without additional cost to the City, as if herein depicted or specified.
- C. Any apparatus, appliance, material or work not shown on drawings, but mentioned in specifications, or vice versa, shall be furnished, delivered and installed by the Contractor without additional cost to the City.
- D. Drawings are diagrammatic and indicate the general arrangement of systems and work indicated (do not scale drawings). Consult the Engineer for exact locations of fixtures, equipment, etc. where these items are not definitively located on the drawings.
- E. City Staff has researched various signs on the market and selected features that staff feels are beneficial for the City's needs. These features have been compiled into the specifications that make up this bid. We have referenced materials that we desire, but they are not intended to be of a proprietary nature. Staff has made attempts to be careful not to include items that were of a proprietary nature in this document; however, a few specifications may inadvertently remain. If, upon your review of this document, you see a requirement that you feel is proprietary to only one vendor, please bring that to our attention for our review. It is our hope that we have prepared a competitive specification that is as impartial as possible, without compromising necessary and desired features.

#### **1.3 SUMMARY**

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Use of premises
  - 3. Work restrictions.

4. Specification and drawing conventions.

#### **1.4 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work is defined by the Contract Documents and consists of the following:
  1. The Work includes the removal of existing traffic signposts, followed by the supply and installation of decorative posts, street name sign and logo brackets, traffic signs, street name signs, and neighborhood logo signs.
- B. TYPE OF CONTRACT
  1. Project will be constructed under a single prime contract.
    - a. Division of work: The division of work among it's separate Subcontractors is the responsibility of the General Contractor, and the City assumes no responsibility to act as arbitrator to establish subcontract limits between any sections of the work.

#### **1.5 USE OF PREMISES**

- A. General: Contractor shall have full use of project site for construction operations during construction period. Contractor's use of project site is limited only by City's right to perform work or to retain other contractors on portions of Project.

#### **1.6 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed at the designated locations during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to nearby property owners.
  1. Notify Construction Manager not less than two days in advance of proposed disruptive operations.
  2. Obtain Construction Manager's written permission before proceeding with disruptive operations.

#### **1.7 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
  1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric

- sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

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

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

**END OF SECTION 011000**

**SECTION 011100  
SPECIAL PROJECT REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 ARCHAEOLOGICAL MONITORING**

- A. Archaeological monitoring will be required during all ground disturbance during construction operations.
  - 1. City will pay for archaeologist, but contractor shall be responsible for coordination of schedule with work requiring monitoring.

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

**PART 3 - EXECUTION**

**3.1 FIELD MONITORING**

- A. All subsurface disturbances, including grubbing, trenching, tree removal and excavations will be subject to monitoring by an archaeologist.
  - 1. The duties of the archaeological monitor will be to observe the ongoing work of the earth-moving equipment or manual digging, looking for artifacts and evidence of intact archaeological features (burials, artifact concentrations, structural remains, middens, etc.).
  - 2. The monitor shall report on site to the Contractor who will instruct equipment operators and others charged with earth-moving activities so that they develop an understanding that cooperation will be required should the monitor determine that something of significance or potential significance has been uncovered.
  - 3. The monitor will be equipped with a digital camera, GPS device, and appropriate field supplies to quickly record any such features and collect as much information as possible without causing substantial delay to work.
  - 4. The archaeological monitor and city representatives will have the authority to halt work within the specific area until agreement is reached that excavation may continue.
    - a. The specific daily duty of the monitor will include, in addition to monitoring activities, the preparation of field sketch maps, completion of daily archaeological field notes, drawings, and photographs that will be maintained and retained, and be available at all times to contractor and City representatives.
    - b. In the unlikely event of inadvertent discovery of human remains, all work in the area will cease, the remains will be covered, and procedures outlined Chapter 872, *Florida Statutes*, will be implemented. A 10-meter barrier will be constructed to protect the remains until agreement and determination has been made concerning disposition.

**END OF SECTION 011100**

**SECTION 012200  
UNIT PRICES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

**1.3 DEFINITIONS**

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

**1.4 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. City reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at City's expense, by City Surveyor or City Construction Inspector.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****END OF SECTION 012200**

## **SECTION 012500 SUBSTITUTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.

#### **1.3 DEFINITIONS**

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

#### **1.4 ACTION SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided by Construction Manager.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.



- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects, engineers, and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with Florida Building Code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 10 days of receipt of a request for substitution. Engineer will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

## **1.5 QUALITY ASSURANCE**

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

## **1.6 PROCEDURES**

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

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Engineer will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time will not be considered.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect or Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.

- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

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

**END OF SECTION 012500**

**SECTION 012600  
CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 MINOR CHANGES IN THE WORK**

- A. Engineer may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

**1.4 REQUESTS FOR INFORMATION**

- A. If latent or unforeseen conditions arise that may require changes in the Work, the Contractor may submit a Request for Information to the Construction Manager.

**1.5 PROPOSAL REQUESTS**

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

- e. Quotation Form: Use forms acceptable to Engineer.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use forms acceptable to Engineer.

## **1.6 CHANGE ORDER PROCEDURES**

- A. On City's approval of a Proposal Request, Engineer will issue a Change Order for signature of the Contractor on City's standard form. The Change Order will not be official until approved by the appropriate City Officials and signed by the City Engineer, City Manager and/or Mayor.

## **1.7 CONSTRUCTION CHANGE DIRECTIVE**

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

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

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

**END OF SECTION 012600**

## **SECTION 012900 PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Unit Prices" 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.
- C. **BASIS OF PAYMENT** - The price for each items shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and 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 or driveways and including all above and underground obstructions not specifically named here-in: replacing in a manner satisfactory to the Engineer and or all of the above items which may be damaged beyond repair as a result of work under this contract: performing the work necessary to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.
- D. **Retainage:** The City shall retain a portion of each partial payment according to the following schedule:
  - 1. The City will retain ten percent (10%) of all monies earned by Contractor until the work is completed.

#### **1.3 DEFINITIONS**

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

#### **1.4 SCHEDULE OF VALUES**

- A. **Coordination:** Coordinate preparation of the Schedule of Values with preparation of

### Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. City's Form - Periodic Estimate for Partial Payment.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  2. Submit the Schedule of Values to City Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Project Number
    - c. Contractor's name and address.
    - d. Date of submittal.
  2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
      - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
  6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the

Work.

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

## **1.5 APPLICATIONS FOR PAYMENT**

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.
- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
  1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
  2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach his partial release of lien.
  3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the asbestos contractor and the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.



1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
  2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final release of lien.
  3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule.
  4. Submittals Schedule
  5. List of Contractor's staff assignments.
  6. Copies of building permits.
  7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Report of preconstruction conference.
  9. Certificates of insurance and insurance policies..
  10. Performance and payment bonds.
- J. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
1. Defective Work not remedied.
  2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  4. Damage to another contractor not remedied.
  5. Liquidated damages and costs incurred by City and/or Consultant for extended construction administration.
  6. Failure of Contractor to provide any and all documents required by the Contract Documents.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof

- that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
  4. Evidence that claims have been settled.
  5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when City took possession of and assumed responsibility for corresponding elements of the Work.
  6. Final, liquidated damages settlement statement.

- L. The acceptance of final payment shall constitute a waiver of all claims by contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

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

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

**END OF SECTION 012900**

**SECTION 013100  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 DEFINITIONS**

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

**1.4 COORDINATION**

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

**1.5 SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.

- B. Key Personnel Names: Within 15 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

## 1.6 SPECIAL PROJECT PROCEDURES

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions, "Contractor to Check Plans and Data," Section 5-76.
- 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 Engineer, a statement on their individual letterhead stationary, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
1. Has received or reviewed a FULL set of approved plans and specifications for the project,
  2. Is aware that items concerning their particular trade may be shown and/or detailed in

- other trades or sections of the plans and specifications, and
3. Will comply with said plans, specifications and all applicable codes and permit requirements.
- E. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.
- F. The Subcontractor will not be permitted to start work, nor will any Shop drawings/submittals be accepted for review from a supplier until this letter of acknowledgment is received and approved by the General Contractor and City Engineer. Also, the City will not process any pay request for the work of any Subcontractor or Supplier whose acknowledgment letter is not on file with the City.

## **1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A. The Contractor shall employ a competent superintendent who can communicate with spoken English, and who shall be in attendance at the site full-time when any work is in progress. The superintendent shall be satisfactory to the City's Engineer and shall not be changed except with the consent of the City's Engineer.
- B. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

## **1.8 PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify City Representative of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including City Representative and Engineer, within 48 hours of the completion of the meeting.
    - a. Minutes from all meetings shall be prepared by the Contractor, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
    - b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all ongoing minutes until it is resolved.
    - c. Minutes shall be typewritten within 24 hours from the completion of the meeting. They shall immediately be FAXED to all parties present and followed by a copy through the mail.
    - d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved
- B. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Engineer, the City's Representative, and other persons and/or governmental agencies that

are involved shall meet. The minimum agenda is to include but is not limited to the following:

1. Distribute and discuss list of major Subcontractors
2. Tentative construction schedule
3. Critical work sequencing and long-lead items
4. Designation of key personnel and their duties
5. Procedures for processing field decisions and Change Orders
6. Procedures for RFIs
7. Procedures for testing and inspecting
8. Adequacy of distribution of contract documents
9. Submittal of Shop drawings, project data, and samples
10. Procedures for maintaining Record documents
11. Use of premises
12. Protection of existing construction including landscape materials
13. Work restrictions
14. Construction waste management and recycling
15. Parking availability
16. Working hours
17. Safety and first-aid procedures
18. Security procedures
19. Housekeeping procedures including progress cleaning.
20. Schedule of values.
21. Processing of payments or contract.

C. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of City and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Review and approve minutes of previous Progress Meeting.
  - b. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - c. Review present and future needs of each entity present, including the following:
    - 1) Sequence of operations.
    - 2) Status of submittals.
    - 3) Deliveries.
    - 4) Off-site fabrication.
    - 5) Access.
    - 6) Work hours.

- 7) Hazards and risks.
  - 8) Progress cleaning.
  - 9) Quality and work standards.
  - 10) Status of correction of deficient items.
  - 11) Field observations.
  - 12) RFIs.
  - 13) Status of proposal requests.
  - 14) Pending changes.
  - 15) Status of Change Orders.
  - 16) Pending claims and disputes.
  - 17) Documentation of information for payment requests.
3. Minutes: General Contractor shall record the meeting minutes. These minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.
  4. Reporting: Within 24 hours, distribute minutes of the meeting by fax transmittal to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

## 1.9 REQUESTS FOR INTERPRETATION (RFIs)

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

assemblies, and attachments.

- C. Hard-Copy RFIs: Form as provided and instructed by the Construction Management Department.
  - 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. 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.
- F. 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.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. RFI number including RFIs that were dropped and not submitted.
  - 4. RFI description.
  - 5. Date the RFI was submitted.
  - 6. Date Engineer's response was received.
  - 7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.



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

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

**END OF SECTION 013100**

**SECTION 013200  
CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction Schedule.
  2. Submittals Schedule.
  3. Daily construction reports.
  4. Material location reports.
  5. Site condition reports.
  6. Special reports.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
  2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  4. Division 01 Section "Photographic Documentation" for submitting construction photographs.
  5. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

**1.3 SUBMITTALS**

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal
  2. Name of subcontractor.
  3. Description of the Work covered.
  4. Scheduled date for Engineer's final release or approval.
- B. Contractor's Construction Schedule: Submit three copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Daily construction Reports: Submit two copies at weekly intervals.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- E. Special Reports: Submit two copies at time of unusual event.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTALS SCHEDULE**

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

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

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each 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 review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
- C. 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.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

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

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

## **2.4 REPORTS**

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. Approximate count of personnel at Project site.
  3. Equipment at Project site.
  4. Material deliveries.
  5. High and low temperatures and general weather conditions.
  6. Accidents.
  7. Meetings and significant decisions.
  8. Unusual events (refer to special reports).
  9. Stoppages, delays, shortages, and losses.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.
  12. Change Orders received and implemented.
  13. Construction Change Directives received and implemented.
  14. Services connected and disconnected.
  15. Equipment or system tests and startups.
  16. Substantial Completions authorized.
- B. Site 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.

## **2.5 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**

### **3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.

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

**END OF SECTION 013200**

**SECTION 013233  
PHOTOGRAPHIC DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 INFORMATIONAL SUBMITTALS**

- A. Construction Photographs: Submit digital media files of each photographic view within seven days of taking photographs.
1. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph. File names shall be in the following format: City project number – date taken (YYMMDD) – picture number (example: 10350-090408-011 would indicate project number 10350 taken on April 8, 2009 photograph number 11). Submit on CD with folders for separate dates.
  2. Identification: On jewel case and CD, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name of Contractor.
    - c. Dates photographs were taken.

**1.4 USAGE RIGHTS**

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

**PART 2 - PRODUCTS**

**2.1 PHOTOGRAPHIC MEDIA**

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum

sensor size of 8 mega pixels, and at an image resolution of not less than 3200 by 2400 pixels.

### **PART 3 - EXECUTION**

#### **3.1 CONSTRUCTION PHOTOGRAPHS**

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Daily Progress Photographs: Take daily photographs to document progress. Take photographs of all work that will be concealed by subsequent construction activity (such as rough electrical, rough plumbing and rough ductwork). Such photographs shall fully document actual installed conditions.
- C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, or, as directed by Engineer.
- D. Periodic Construction Photographs: Take minimum 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points, including aerial photographs to show status of construction and progress since last photographs were taken.
  - a. Interior Work, through date of Substantial Completion.
- E. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as Project Record Documents. Construction Manager will direct photographer for desired vantage points.
  - 1. Do not include date stamp.

**END OF SECTION 013233**

## **SECTION 013300 SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Photographic Documentation" for submitting construction photographs.
  - 5. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
  - 6. Division 01 Section "Closeout Procedures" for submitting warranties.
  - 7. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 8. Divisions 02 through 33 Sections for specific requirements for submittals in those Sections.

#### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### **1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.



1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 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.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 3 by 6 inches (75 by 150 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.
    - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
      - 1) Project name.
      - 2) Date.
      - 3) Destination (To:).
      - 4) Source (From:).
      - 5) Name of Engineer.
      - 6) Name of Contractor.
      - 7) Name of firm or entity that prepared submittal.
      - 8) Names of subcontractor, manufacturer, and supplier.
      - 9) Category and type of submittal.
      - 10) Submittal purpose and description.
      - 11) Specification Section number and title.
      - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
      - 13) Drawing number and detail references, as appropriate.
      - 14) Indication of full or partial submittal.
      - 15) Transmittal number.
      - 16) Submittal and transmittal distribution record.
      - 17) Remarks.
      - 18) Signature of transmitter.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., 10905-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 10905-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer.
    - d. Name of Contractor.

- e. Name of firm or entity that prepared submittal.
  - f. Category and type of submittal.
  - g. Submittal purpose and description.
  - h. Specification Section number and title.
  - i. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Related physical samples submitted directly.
  - m. Indication of full or partial submittal.
  - n. Transmittal number.
  - o. Submittal and transmittal distribution record.
  - p. Other necessary identification.
  - q. Remarks.
- E. Options: Identify options requiring selection by Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. 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.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections and Contract Drawings. Types of submittals are indicated in individual Specification Sections.
- 1. Submit electronic submittals via email as PDF electronic files.
    - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Action Submittals: Submit five paper copies of each submittal unless otherwise indicated. Engineer will return three copies.

3. Informational Submittals: Submit five paper copies of each submittal unless otherwise indicated. Engineer will return three copies.
  4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.

- g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 24 by 36 inches (610 by 915 mm).
  - 3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
    - b. Five opaque copies of each submittal. Engineer will retain two 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 applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  - 4. 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.
  - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return one submittal with options selected.
  - 6. 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 five sets of Samples. Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of engineers and owners, and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.

6. Test procedures and results.
  7. Limitations of use.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## **2.2 DELEGATED-DESIGN SERVICES**

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

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S REVIEW**

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to 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.

### **3.2 ENGINEER'S ACTION**

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action 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 or incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 013300**



## **SECTION 014000 QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, City, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Divisions 02 through 33 Sections for specific test and inspection requirements.

#### **1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer or Construction Manager.
- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- G. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### **1.4 CONFLICTING REQUIREMENTS**

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

#### **1.5 SUBMITTALS**

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
  14. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## **1.6 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

## **1.7 QUALITY CONTROL**

- A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.
1. The City Engineer or his authorized agent will direct all field testing. Unless otherwise specifically stated in the plans or specifications, all laboratory expenses will be paid by the City of Fort Lauderdale. The contractor shall give to City timely notice of when and where tests are to be made so that the City may be present for such procedures.

2. City will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Tests and inspections not explicitly assigned to City are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by City, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with City and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify City and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

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

### **3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

**SECTION 015900 – PROJECT SIGN****PART 1 GENERAL**

Contractor, at contractor's expense, shall furnish and install a **4x8' (Feet)** sign (with 2 white 2x4" (Inch) painted posts) prior to start of construction. A sample sign template is below but is not specific to the project. The exact style and design of the sign will be provided by the CITY to the Contractor during the preconstruction meeting in PDF format.

**City of Fort Lauderdale**

## Keeping the Ocean in the Ocean

### Bringing Drier Streets to Hendricks Isle

**What's Happening?**  
The City of Fort Lauderdale is combating poor roadway drainage resulting from seasonal high tides and major rain events.  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

**Benefits 5,000 Neighbors**

- Improved vehicular access during high tide and rain events
- Better drainage of roadway
- Enhanced neighborhood

**Phone**  
(954) 828-8000

**Cost**  
\$20,000

**Completion**  
August 2013

**Contractor**  
ABC Company

**We're Working On:**

- Installing interconnected underground catch basins
- Cleaning existing drainage pipes, including the outfall pipes
- Removing and replacing the concrete valley gutters that transport water to the catch basins
- Installing drainage valves to help alleviate flooding from high tides

**Fort Lauderdale City Commission**

<b>John P. "Jack" Seiler</b> Mayor	<b>Bruce G. Roberts</b> Vice Mayor, District I	<b>Dean J. Trantalis</b> Commissioner, District II	<b>Bobby B. DuBose</b> Commissioner, District III	<b>Romney Rogers</b> Commissioner, District IV	<b>Lee R. Feldman, ICMA-CM</b> City Manager
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See Page 2, "Construction Sign Request Form", for information on the sign for this Project.

**END OF SECTION**

# Construction Sign Request Form

Title (Bold):

Title (Not Bold):

What's Happening?

Benefits:

Number of Neighbors Benefitted:

Cost:

Month and Year of Expected Completion:

Contractor:

Phone: 954-828-8000

We're Working On:

Project Manager Signature

Date

Senior Project Manager Signature

Date

## **SECTION 017300 EXECUTION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
  - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of City-accepted deviations from indicated lines and levels, and final cleaning.

#### **1.3 SUBMITTALS**

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit two copies signed by land surveyor.

#### **1.4 QUALITY ASSURANCE**

- A. Land Surveyor Qualifications: A professional land surveyor who is licensed by the State of Florida and who is experienced in providing land-surveying services of the kind indicated.

### **PART 2 - PRODUCTS (Not used)**

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and



construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction verify the location of utility services.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Construction Manager according to requirements in Division 01 Section "Project Management and Coordination."

### **3.3 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to request for the City's surveyor to lay-out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Construction Manager promptly.
- B. General: The City's Surveyor will provide the survey lay-out, benchmarks, control points, and one (1) set of stakes, which shall be protected and preserve by the Contractor. 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. In the event that the Contractor requests that the City's Surveyor re-establishes this information, the Contractor shall be billed for this work at a billing rate of \$130/hour, if City survey crews are available. The Contractor shall be responsible for all surveying work necessary to complete this project, except for the initial information provided by the City's surveyor. 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.

- C. Schedule lay-out: The contractor shall submit his request for the City's surveyor, through the Construction Manager, at least 5 working days in advance in order to allow the Surveyor to schedule this work. The City's Surveyor will record the "as-built" information.
- D. Coordination: The Contractor shall be responsible to coordinate with subcontractors information received from City's surveyor.
  - 1. Establish limits on use of Project site.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Construction Manager when deviations from required lines and levels exceed allowable tolerances.

### **3.4 FIELD ENGINEERING**

- A. Identification: City will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Construction Manager before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

### **3.5 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
  - 2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- K.

### **3.6 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

### **3.7 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### **3.8 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

**END OF SECTION 017300**

**SECTION 017419  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous construction waste.

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

**PART 3 - EXECUTION**

**3.1 DISPOSAL OF WASTE**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from City's property and legally dispose of them.

**END OF SECTION 017419**

## **SECTION 017700 CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
  - 3. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
  - 4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### **1.3 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, and similar final record information.
  - 2. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 3. Submit maintenance material submittals specified in individual Divisions 02 through 33

Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number where applicable.

- C. Procedures Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
  2. Complete final cleaning requirements, including touchup painting.
  3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Construction Manager that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### **1.4 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Construction Manager's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Construction Manager. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit final releases of lien from all subcontractors and suppliers.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Final payment will only be made after ALL unconditional release of liens from all subcontractors and suppliers are received by the City.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

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

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

1. Include the following information at the top of each page:
  - a. Project number and name.
  - b. Date.
  - c. Name of Construction Manager.
  - d. Name of Contractor.
  - e. Page number.
2. Submit list of incomplete items in the following format:
  - a. MS Excel electronic file. Construction Manager will return annotated file.
  - b. PDF electronic file. Construction Manager will return annotated file.
  - c. Three paper copies. Construction Manager will return two copies.

## **1.6 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

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

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.



- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - f. Sweep concrete floors broom clean in unoccupied spaces.
  - g. Remove labels that are not permanent.
- B. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

### **3.2 REPAIR OF THE WORK**

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, or broken reflective surfaces, and other damaged materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

**END OF SECTION 017700**

**SECTION 017839  
PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Drawings.
  2. Record Product Data.
  3. Miscellaneous record submittals
- B. Related Sections include the following:
1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

**1.3 CLOSEOUT SUBMITTALS**

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit 2 set(s) of marked-up record prints.

**PART 2 - PRODUCTS**

**2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
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 provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  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. Changes made by Change Order or Construction Change Directive.
  - g. Changes made following Engineer's written orders.
  - h. Details not on the original Contract Drawings.
  - i. Field records for variable and concealed conditions.
  - j. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  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.

## **2.2 RECORD PRODUCT DATA**

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

## **PART 3 - EXECUTION**

### **3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- C. Final pay request will not be processed until Record Documents have been completed and submitted to the City.

**END OF SECTION 017839**

**SECTION 02315 - FILL AND BACKFILL****PART 1 GENERAL****1.01 DEFINITIONS**

- A. Prepared Ground Surface: Ground surface after completion of required demolition, clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and subgrade preparation.
- B. Completed Course: A course or layer that is ready for next layer or next phase of Work.
- C. Lift: Loose (uncompacted) layer of material.
- D. Geosynthetics: Geotextiles, geogrids, or geomembranes.
- E. Well-Graded:
  - 1. A mixture of particle sizes with no specific concentration or lack thereof of one or more sizes.
  - 2. Does not define numerical value that must be placed on coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters.
  - 3. Used to define material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.
- F. Influence Area: Area within planes sloped downward and outward at 60-degree angle from horizontal measured from:
  - 1. 1-foot outside outermost edge at base of foundations or slabs.
  - 2. 1-foot outside outermost edge at surface of roadways or shoulder.
  - 3. 0.5-foot outside exterior at spring line of pipes or culverts.
- G. Borrow Material: Material from required excavations or from designated borrow areas on or near site.
- H. Selected Backfill Material: Materials available onsite that Engineer determines to be suitable for specific use.
- I. Imported Material: Materials obtained from sources offsite, suitable for specified use.
- J. Structural Fill: Fill materials as required under structures, pavements, and other facilities.

- K. Embankment Material: Fill materials required to raise existing grade in areas other than under structures.

## **PART 2 PRODUCTS**

### **2.01 EARTHFILL**

- A. Excavated material from required excavations and designated borrow sites, free from rocks larger than 3 inches, from roots and other organic matter, ashes, cinders, trash, debris, and other deleterious materials.
- B. Material containing more than 10 percent gravel, stones, or shale particles is unacceptable.
- C. Provide imported material of equivalent quality, if required to accomplish Work.

### **2.02 GRANULAR FILL**

- A. Use graded aggregate base material of uniform quality throughout, substantially free from vegetable matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 100.
- B. Aggregate is composed of limestone, marble, or dolomite.
- C. Use material retained on the No. 10 sieve composed of aggregate meeting the following requirements:
1. Soundness Loss, Sodium, Sulfate: AASHTO T 104, 15 percent.
  2. Percent Wear: AASHTO T 96 (Grading A) 45 percent.

<b>Sieve Size</b>	<b>Percent by Weight Passing</b>
2 inch	100
1-1/2 inch	95 to 100
3/4 inch	65 to 90
3/8 inch	45 to 75
No. 4	35 to 60
No. 10	25 to 45
No. 50	5 to 25
No. 200	0 to 10

### **2.03 WATER FOR MOISTURE CONDITIONING**

- A. Free of hazardous or toxic contaminants, or contaminants deleterious to proper compaction.

## 2.04 FOUNDATION STABILIZATION ROCK

- A. General: Materials may be either limerock, shell rock, cemented coquina, or shell base sources approved by the Department.
- B. Specific Requirements for Limerock: For limerock, carbonates of calcium and magnesium shall be at least 70 percent. Materials having a plasticity index of more than ten or a liquid limit greater than 40 shall not be used as a stabilizer. The gradation of limerock shall be FDOT No. 57 stone or such that 97 percent of these materials will pass a 3-1/2 inch sieve.
- C. Crushed Shell: Crushed shell for this use shall be mollusk shell (i.e., oysters, mussels, clams, cemented coquina). Steamed shell will not be permitted.
  - 1. This shell shall Meet the Following Requirements:
    - a. Material having a plasticity index of more than ten or a liquid limit greater than 40 shall not be used as a stabilizer.
    - b. At least 97 percent by weight of the total material shall pass a 3-1/2 inch sieve and at least 50 percent by weight of the total material shall be retained on the No. 4 sieve.
    - c. Not more than 20 percent by weight of the total material shall pass the No. 200 sieve. The determination of the percentage passing the No. 200 sieve shall be by washing only.
    - d. In the event that the shell meets the above requirements without crushing, crushing will not be required.

## PART 3 EXECUTION

### 3.01 GENERAL

- A. Keep placement surfaces free of water, debris, and foreign material during placement and compaction of fill and backfill materials.
- B. Place and spread fill and backfill materials in horizontal lifts of uniform thickness, in a manner that avoids segregation, and compact each lift to specified densities prior to placing succeeding lifts. Slope lifts only where necessary to conform to final grades or as necessary to keep placement surfaces drained of water.
- C. During filling and backfilling, keep level of fill and backfill around each structure and buried tank even.
- D. If Pipe, Conduit, Duct Bank, or Cable is to be Laid Within Fill or Backfill:
  - 1. Fill or backfill to an elevation 2 feet above top of item to be laid.
  - 2. Excavate trench for installation of item.
  - 3. Install bedding, if applicable, as specified in Section 02320, Trench Backfill.
  - 4. Install item.
  - 5. Backfill pipe zone and remaining trench, as specified in Section 02320, Trench Backfill, before resuming filling or backfilling specified in this Section.

E. Tolerances:

1. Final Lines and Grades: Within a tolerance of 0.1 foot, unless dimensions or grades are shown or specified otherwise.
2. Grade to establish and maintain slopes and drainage as shown. Reverse slopes are not permitted.

F. Settlement: Correct and repair any subsequent damage to structures, pavements, curbs, slabs, piping, and other facilities, caused by settlement of fill or backfill material.

3.02 BACKFILL UNDER AND AROUND STRUCTURES

- A. Under Facilities: Within influence area beneath structures, slabs, pavements, curbs, piping, conduits, duct banks, and other facilities, backfill with granular fill, unless otherwise shown. Place granular fill in lifts of 6-inch maximum thickness and compact each lift to a density of at least 100 percent of the maximum density as determined by AASHTO T99, Method C.

3.03 FILL

- A. Outside Influence Areas Beneath Structures, Pavements, Curbs, Slabs, Piping, and Other Facilities: Unless otherwise shown, place earthfill as follows:
1. Allow for proper thickness of topsoil where required.
  2. Maximum 8-inch thick lifts.
  3. Place and compact fill across full width of embankment.
  4. Compact to a density of at least 80 percent of the maximum density as determined by AASHTO T99, Method C.
  5. For the outer layer of all fill where plant growth will be established, DO NOT COMPACT. Leave this layer in a loose condition to a minimum depth of 6 inches.
  6. Dress completed embankment with allowance for topsoil, crest surfacing, and slope protection, where applicable.

3.04 SITE TESTING

A. Gradation:

1. One sample from each 1,500 tons of finished product or more often as determined by Engineer, if variation in gradation is occurring, or if material appears to depart from Specifications.
2. If test results indicate material does not meet Specification requirements, terminate material placement until corrective measures are taken.
3. Remove material placed in Work that does not meet Specification requirements.

B. In-Place Density Tests: In accordance with AASHTO T99, Method C. During placement of materials, test as follows:

1. Earthfill: One test per 400 feet of pipe run.
2. Granular Fill: One test per 400 feet of pipe run.

3. Foundation Stabilization Rock: One test per lift.

### 3.05 REPLACING OVEREXCAVATED MATERIAL

- A. Replace excavation carried below grade lines shown or established by Engineer as follows:
  1. Beneath Footings: Granular fill.
  2. Beneath Fill or Backfill: Same material as specified for overlying fill or backfill.
  3. Beneath Slabs-On-Grade: Granular fill.
  4. Trenches:
    - a. Unauthorized Overexcavation: Either foundation stabilization rock or granular pipe base material, as specified in Section 02320, Trench Backfill.
    - b. Authorized Overexcavation: Foundation stabilization rock.
  5. Permanent Cut Slopes (Where Overlying Area is Not to Receive Fill or Backfill):
    - a. Flat to Moderate Steep Slopes (3 to 1, Horizontal Run: Vertical Rise or Flatter): Earthfill.
    - b. Steep Slopes (Steeper than 3 to 1):
      - 1) Correct over-excavation by transitioning between over-cut areas and designed slope adjoining areas, provided such cutting does not extend offsite or outside easements and right-of-ways, or adversely impacts existing facilities, adjacent property, or completed Work.
      - 2) Backfilling overexcavated areas is prohibited unless, in Engineer's opinion, backfill will remain stable, and overexcavated material is replaced as compacted earthfill.

### END OF SECTION



**SECTION 02316 - EXCAVATION****PART 1 GENERAL****1.01 QUALITY ASSURANCE**

- A. Provide adequate survey control to avoid unauthorized over-excavation.

**1.02 WEATHER LIMITATIONS**

- A. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

**1.03 SEQUENCING AND SCHEDULING**

- A. Clearing, Grubbing, and Stripping: Complete applicable Work specified in Section 02200, Site Preparation, prior to excavating.
- B. Contractor shall call the utility companies 72 hours before excavation, see Section 01040, Coordination for each utility company phone number and contact person.

**PART 2 PRODUCTS (NOT USED)****PART 3 EXECUTION****3.01 GENERAL**

- A. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work. Excavate to within tolerance of plus or minus 0.1 foot except where dimensions or grades are shown or specified as maximum or minimum. Allow for forms, working space, granular base, topsoil, and similar items, wherever applicable. Trim to neat lines where concrete is to be deposited against earth.
- B. It shall be the Contractor's responsibility to notify business establishments and residents not less than 72 hours prior to construction. Contractor shall, wherever necessary, provide temporary sidewalks and driveway entrances at his own expense, including safe bridges over trenches and fencing around excavations for pedestrian protection.
- C. Provide adequate survey control to avoid unauthorized overexcavation. Do not overexcavate without written authorization of Engineer. If the Contractor excavates beyond the limits shown or specified, the Contractor shall replace such excavation at his own expense. Replace overexcavated material as specified in Section 02315, Fill and Backfill.
- D. Where muck, rock, clay, or other material within the limits of excavation is unsuitable in its original position, excavate such material to the cross-sections shown or specified. Backfill with suitable material and shape to the required cross-section.

- E. Remove or protect obstructions as shown on the Drawings.

### 3.02 UNCLASSIFIED EXCAVATION

- A. Excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

### 3.03 TRENCH WIDTH

- A. Minimum Width of Trenches:

1. Single Pipes, Conduits, Direct-Buried Cables, and Duct Banks:
  - a. Less than 4-Inch Outside Diameter or Width: 18 inches.
  - b. Greater than 4-Inch Outside Diameter or Width: 18 inches greater than outside diameter or width of pipe, conduit, direct-buried cable, or duct bank.
2. Multiple Pipes, Conduits, Cables, or Duct Banks in Single Trench: 18 inches greater than aggregate width of pipes, conduits, cables, duct banks, plus space between.
3. Increase trench widths by thicknesses of sheeting, if used.
4. The maximum trench width shall not exceed the minimum stated width of the trench unless approved by the Engineer. Restoration for excavation beyond the minimum required width shall be at the Contractor's sole expense.

### 3.04 EMBANKMENT AND CUT SLOPES

- A. Shape, trim, and finish cut slopes to conform with lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceed 3-inch diameter and that are loose and may roll down slope. Remove exposed roots from cut slopes.
- C. Round tops of cut slopes in soil to not less than a 6-foot radius, provided such rounding does not extend offsite or outside easements and right-of-ways, or adversely impacts existing facilities, adjacent property, or completed Work.

### 3.05 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- C. Confine stockpiles to within easements, rights-of-way, and approved work areas. Do not obstruct roads, streets, public thoroughfares, or access to fire hydrants.

- D. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation sideslopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- E. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.

3.06 DISPOSAL OF SPOIL

- A. Dispose of excavated materials, which are unsuitable or exceed quantity needed for fill or backfill, offsite.
- B. Dispose of debris resulting from removal of underground facilities as specified in Section 02220, Demolition, for demolition debris.
- C. Dispose of debris resulting from removal of organic matter, trash, refuse, and junk as specified in Section 02200, Site Preparation, for clearing and grubbing debris.

**END OF SECTION**

**SECTION 02319 - SUBGRADE PREPARATION****PART 1 GENERAL****1.01 DEFINITIONS**

- A. Prepared Ground Surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and scarification and compaction of subgrade.
- B. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structure or base for floor slab.
- C. Proof-Rolling: Testing of subgrade by compactive effort to identify areas that will not support the future loading without excessive settlement.

**1.02 QUALITY ASSURANCE**

- A. Notify Engineer when subgrade is ready for compaction or proof-rolling or whenever compaction or proof-rolling is resumed after a period of extended inactivity.

**PART 2 PRODUCTS (NOT USED)****PART 3 EXECUTION****3.01 GENERAL**

- A. Keep subgrade free of water, debris, and foreign matter during compaction or proof-rolling.
- B. Bring subgrade to proper grade and cross-section and uniformly compact surface.
- C. Do not use sections of prepared ground surface as haul roads. Protect prepared subgrade from traffic.
- D. Maintain prepared ground surface in finished condition until next course is placed.

**3.02 COMPACTION**

- A. Under Earthfill: Compact upper 6 inches to minimum of 80 percent of the maximum density as determined by AASHTO T99, Method C.
- B. Under Pavement , Floor Slabs On Grade, or Granular Fill Under Structures: Compact the upper 6 inches or as shown on the Drawings, to minimum of 100 percent of the maximum dry density as determined by AASHTO T180.

### 3.03 MOISTURE CONDITIONING

- A. Dry Subgrade: Add water, then mix to make moisture content uniform throughout.
- B. Wet Subgrade: Aerate material by blading, discing, harrowing, or other methods, to hasten drying process.

### 3.04 TESTING

- A. Proof-roll subgrade with equipment specified in Article Compaction to detect soft or loose subgrade or unsuitable material, as determined by Engineer.

### 3.05 CORRECTION

- A. Soft or Loose Subgrade:
  - 1. Adjust moisture content and recompact, or
  - 2. Over excavate as specified in Section 02316, Excavation, and replace with suitable material from the excavation, as specified in Section 02315, Fill and Backfill.
- B. Unsuitable Material: Over excavate as specified in Section 02316, EXCAVATION, and replace with suitable material from the excavation, as specified in Section 02315, Fill and Backfill.

### **END OF SECTION**

**SECTION 02481 - TREE RELOCATION AND PROTECTION****PART 1 GENERAL****1.01 WORK TO BE PERFORMED AND WORK INCLUDED****A. Provide the Following:**

1. Protection and care of existing trees and palms to remain within the project boundaries.
2. Labor, materials, equipment, and services to complete all protection work as shown on the Drawings, as specified herein, or both.

**1.02 RELATED WORK**

- A. Section 02315, Fill and Backfill.
- B. Section 02911, Soil Preparation.
- C. Section 02920, Sodding.

**1.03 APPLICABLE STANDARDS AND SPECIFICATIONS**

- A. Comply with the following standards and specifications for all materials, methods, and workmanship unless otherwise noted:
  1. Codes and Standards of the American Association of Nurserymen.
  2. Codes and Standards of the National Arborists Association.
  3. Codes and Standards of the International Society of Arboriculturists.

**1.04 PERMITS**

- A. The CONTRACTOR shall secure and pay for any permits, including tree relocation permits, required in order to complete the work under this Section.

**1.05 DESCRIPTION**

- A. Existing trees to remain shall be protected with barricades during construction. Trees or shrubs to remain which are scarred or destroyed shall be replaced at the direction of the City Forester with the same species, size, and quality at no cost to the City.

**1.06 GUARANTEES****A. The Contractor Shall Guarantee His Work in the Following Way:**

1. Any tree or palm that dies or is deemed in unacceptable condition for one year following final project acceptance shall be removed by the Contractor, including root ball, and backfilling of pit, at no cost to the Owner.
2. The Contractor shall provide a comparable specimen at no additional cost to the City.
3. The guarantee shall be enforced if it is deemed by the City Forester that tree mortality or decline is a product of negligence by the Contractor.

**PART 2 PRODUCTS (NOT USED)****PART 3 EXECUTION****3.01 EXCAVATING NEAR EXISTING TREES**

- A. Maintain a minimum 6-foot clearance from all tree trunks except palm trees.
- B. Use a 24-inch minimum depth saw cut in pavement or dirt/gravel roadway before start of excavation in areas where there are large trees close to the construction area. No coating application is required after saw cutting roots.

**END OF SECTION**

**SECTION 03305  
MISCELLANEOUS CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

**1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Other Action Submittal:
  - 1. Design Mixtures: For each concrete mixture.

**1.3 QUALITY ASSURANCE**

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Comply with ACI 301 (ACI 301M).
- C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

**PART 2 - PRODUCTS**

**2.1 FORMWORK**

- A. Furnish formwork and formwork accessories according to ACI 301 (ACI 301M).

**2.2 STEEL REINFORCEMENT**

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

**2.3 CONCRETE MATERIALS**

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I.



- B. Normal-Weight Aggregate: ASTM C 33, graded, **1-1/2-inch (38-mm)** nominal maximum aggregate size.
- C. Water: ASTM C 94/C 94M.

## 2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

## 2.5 RELATED MATERIALS

- A. Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than **10 mils (0.25 mm)** thick; or plastic sheet, ASTM E 1745, Class C.

## 2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.

## 2.7 CONCRETE MIXTURES

- A. Normal-Weight Concrete: Prepare design mixes, proportioned according to **ACI 301 (ACI 301M)**, as follows:
  - 1. Minimum Compressive Strength: **3000 psi (20.7 MPa)** at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.50.
  - 3. Slump Limit: **5 inches (125 mm)**, plus or minus **1 inch (25 mm)**.

## 2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. When air temperature is above **90 deg F (32 deg C)**, reduce mixing and delivery time to 60 minutes.

## **PART 3 - EXECUTION**

### **3.1 FORMWORK**

- A. Design, construct, erect, brace, and maintain formwork according to **ACI 301 (ACI 301M)**.

### **3.2 EMBEDDED ITEMS**

- A. Place and secure anchorage devices and other embedded items required for adjoining work attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### **3.3 VAPOR RETARDERS**

- A. Install, protect, and repair vapor retarders according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
  - 1. Lap joints **6 inches (150 mm)** and seal with manufacturer's recommended adhesive or joint tape.

### **3.4 STEEL REINFORCEMENT**

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### **3.5 JOINTS**

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

### **3.6 CONCRETE PLACEMENT**

- A. Comply with **ACI 301 (ACI 301M)** for placing concrete.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of **ACI 301 (ACI 301M)**.
- C. Do not add water to concrete during delivery, at Project site, or during placement.

- D. Consolidate concrete with mechanical vibrating equipment.

### 3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding 1/2 inch (13 mm).

### 3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified testing agency approved by the City's Project Manager to perform tests and inspections.
- B. Tests: Perform according to ACI 301 (ACI 301M).
  - 1. Testing Frequency: One composite sample shall be obtained for each day's pour of each concrete mix less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
  - 2. Testing Frequency: One composite sample shall be obtained for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

### 3.10 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

**END OF SECTION 03305**

## SECTION 03370 - CONCRETE CURING

### PART 1 GENERAL

#### 1.01 THE REQUIREMENT

- A. Protect all freshly deposited concrete from premature drying and excessively hot or cold temperatures, and maintain with minimal moisture loss at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete in accordance with requirements specified herein.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Framework
- B. Joints in Concrete
- C. Cast-in-Place Concrete
- D. Grout
- E. Concrete Finishes

#### 1.03 SUBMITTALS

- A. In accordance with the procedures and requirements set forth in the Section entitled "Submittals", the contractor shall submit the following:
  - 1. Request for acceptance along with procedures for protection of concrete under wet weather placement conditions.
  - 2. Request for placement along with proposed procedures for hot weather placement.
  - 3. Request for acceptance and proposed materials and procedures for moisture preservation.

#### 1.04 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of other requirements of these specifications all work hereunder shall conform to the applicable requirements of the referenced portions of the following documents, to the extent that the requirements therein are not in conflict with the provisions of this Section.
  - 1. Specifications for Structural Concrete for buildings, ACI 301.
  - 2. Guide for Measuring, Mixing, Transporting, and Placing Concrete, ACI 304.
  - 3. Hot Weather Concreting, ACI 305.
  - 4. Specifications for Sheet Materials for Curing Concrete, ASTM C171.

5. Specification for Liquid Membrane - Forming Compounds for Curing Concrete, ASTM C309.
6. Federal Specification TT-C-800.

#### 1.05 QUALITY ASSURANCE

- A. Curing compound shall not be used on any surface where concrete or other material will be bonded unless the manufacturer certifies that the curing compound will not prevent bond or indicates measures to be taken to completely remove the curing compound from areas to receive bonded applications.
- B. Care shall be taken to ensure that curing compounds are compatible with all finish concrete castings.

### PART 2 PRODUCTS

#### 2.01 CURING COMPOUNDS

- A. All materials shall meet the ASTM specifications C309, Type 1-D or Federal Specification TT-C-800 and shall have a minimum solids content of 30 percent.

### PART 3 EXECUTION

#### 3.01 PROTECTION AND CURING

- A. All concrete work shall be protected from the elements, flowing water and from defacement of any nature during construction operations.
- B. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury. Protect concrete during the curing period such that the concrete temperature does not fall below the requirements of Section 3.02 -Concrete Temperature. Cure concrete in accordance with paragraph E or paragraph F.
- C. When concrete is placed in cold weather as defined in ACI 306, the concrete shall be protected in accordance with requirements of ACI 306, Cold Weather Concreting.
- D. When concrete is placed in hot weather as defined in ACI 305, the concrete shall be protected in accordance with the requirements of ACI 305, Hot Weather Concreting.
- E. After placing and finishing, use one or more of the following methods to preserve moisture in concrete:
  1. Ponding or continuous fogging or sprinkling.
  2. Application of mats or fabric kept continuously wet.
  3. Continuous application of steam (under 150 degrees Fahrenheit).
  4. Application of sheet materials conforming to ASTM C171.

5. Application of a curing compound conforming to ASTM C309 or Federal Specification TT-C-800. Apply the compound in accordance with the manufacturer's recommendation on after water sheen has disappeared from the concrete surface and after finishing operations. The rate of application shall not exceed 200 square feet per gallon. For rough surfaces, apply in two directions at right angles to each other.
- F. Keep absorbent forms wet until they are removed. After form removal, cure concrete by one of the methods in paragraph E. Frames may be "cracked" within twenty-four hours and kept moist until they are required to be kept in place per Section 03100.

### 3.02 CONCRETE TEMPERATURE

- A. When the average of the highest and lowest temperature during the period from midnight to midnight is expected to drop below 40 F for more than three successive days, concrete shall be delivered to meet the following minimum temperature immediately after placement:
  1. 55 degrees Fahrenheit for sections less than 12 in. in the least dimension
  2. 50 degrees Fahrenheit for sections 12 in. to 36 in. in the least dimension
  3. 45 degrees Fahrenheit for sections 36 in. to 72 in. in the least dimension
  4. 40 degrees Fahrenheit for sections greater than 72 in. in the least dimension
- B. The temperature of concrete as placed shall not exceed these values by more than 20 degrees Fahrenheit.
- C. These minimum requirements may be terminated when temperatures above 50 degrees Fahrenheit occur during more than half of any 24 hour duration.
- D. Unless otherwise specified or permitted, the temperature of concrete as delivered shall not exceed 90 degrees Fahrenheit.
- E. During and following curing, do not allow the surface of the concrete to change temperature more than the following:
  1. 50 degrees Fahrenheit in any 24-hr period for sections less than 12 in. in the least dimension
  2. 40 degrees Fahrenheit for sections from 12 to 36 in. in the least dimension
  3. 30 degrees Fahrenheit for sections 36 to 72 in. in the least dimension
  4. 20 degrees Fahrenheit for sections greater than 72 in. in the least dimension

### 3.03 FINAL CURING

- A. Cure for at least the first seven days after placement for all concrete except high early strength concrete, for which the period shall be at least the first three days after placement.
  - 1. Alternatively, moisture retention measures may be terminated when:
    - a. Tests are made on at least two additional cylinders kept adjacent to the structure and cured by the same methods as the structure and tests indicate 70 percent of the specified compressive strength,  $f'_c$ , as determined in accordance with ASTM C39.
    - b. The temperature of the concrete is maintained at 50 degrees fahrenheit or higher for the time required to achieve 85 percent of  $f'_c$  in laboratory-cured cylinders representative of the concrete in place.
    - c. The strength of concrete reaches  $f'_c$  as determined by accepted nondestructive methods or laboratory-cured cylinder test results.
- B. When one of the curing procedures in Paragraph 3.01-E is used initially, the curing procedure may be replaced by one of the other procedures when concrete is one day old, provided concrete is not permitted to become surface dry at any time.

**END OF SECTION**



## SECTION 055213 - PIPE AND TUBE RAILINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Aluminum pipe and tube railings.
  - 2. Stainless-steel pipe and tube railings.
  - 3. Steel pipe and tube railings.
- B. See Division 05 Section "Metal Fabrications" for steel tube railings associated with metals.
- C. See Division 05 Section "Decorative Metal Railings" for railings.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails:
    - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 3. Infill of Guards:
    - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
    - b. Uniform load of 25 lbf/sq. ft. (1.2 kN/sq. m) applied horizontally.
    - c. Infill load and other loads need not be assumed to act concurrently.
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

#### 1.3 SUBMITTALS

- A. Product Data: For mechanically connected railings, grout, anchoring cement, and paint products.

B. LEED Submittal:

1. Product Data for Credit MR 4.1 and Credit MR 4.2: For products having recycled content, documentation indicating percentages by weight of post-consumer and pre-consumer recycled content.

- a. Include statement indicating costs for each product having recycled content.

C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

D. Samples: For each exposed finish required.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Aluminum Pipe and Tube Railings:
  - a. Valcor Samcor.
  - b. Approved equal.
2. Stainless-Steel Pipe and Tube Railings:
  - a. Garcinox Corporation.
  - b. Approved equal.
3. Steel Pipe and Tube Railings:
  - a. American Agencies Co. Inc.
  - b. Steel and Pipes, Inc.
  - c. Junco Steel Corp.
  - d. Approved equal.

### 2.2 METALS

A. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

## MASTERSPEC – TECHNICAL SPECIFICATIONS – DIVISION 05 - METALS

- B. Aluminum: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of alloy and temper designated below for each aluminum form required.

1. Extruded Bars and Tubing: ASTM B 221 (ASTM B 221M), Alloy 6063-T5/T52.
2. Extruded Structural Pipe and Round Tubing: ASTM B 429, Alloy 6063-T6.
3. Drawn Seamless Tubing: ASTM B 210 (ASTM B 210M), Alloy 6063-T832.
4. Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.
5. Die and Hand Forgings: ASTM B 247 (ASTM B 247M), Alloy 6061-T6.
6. Castings: ASTM B 26/B 26M, Alloy A356.0-T6.
7. Woven-Wire Mesh: Intermediate-crimp, 2-inch (50-mm) woven-wire mesh, made from 0.162-inch (4.1-mm) nominal diameter wire complying with ASTM B 211 (ASTM B 211M), Alloy 6061-T94.

- C. Stainless Steel:

1. Tubing: ASTM A 554, Grade MT 304.
2. Pipe: ASTM A 312/A 312M, Grade TP 304.
3. Castings: ASTM A 743/A 743M, Grade CF 8 or CF 20, CF 8M or CF 3M.
4. Plate and Sheet: ASTM A 666, Type 304.
5. Expanded Metal: ASTM F 1267, Type II (expanded and flattened), Class 3 (corrosion-resistant steel), ASTM A 666, Type 304.
6. Woven-Wire Mesh: Intermediate-crimp, 2-inch (50-mm) woven-wire mesh, made from 0.135-inch (3.5-mm) nominal diameter wire complying with ASTM A 580/A 580M, Type 304.

- D. Steel and Iron:

1. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so post-consumer recycled content plus one-half of pre-consumer recycled content is not less than 10 percent.
2. Tubing: ASTM A 500 (cold formed) or ASTM A 513, Type 5 (mandrel drawn).
3. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
4. Plates, Shapes, and Bars: ASTM A 36/A 36M.
5. Castings: Either gray or malleable iron, unless otherwise indicated.
  - a. Gray Iron: ASTM A 48/A 48M, Class 30, unless another class is indicated or required by structural loads.
  - b. Malleable Iron: ASTM A 47/A 47M.
6. Expanded Metal: ASTM F 1267, Type II (expanded and flattened), Class 1 (uncoated).
7. Woven-Wire Mesh: Intermediate-crimp, 2-inch (50-mm) woven-wire mesh, made from 0.135-inch (3.5-mm) nominal diameter wire complying with ASTM A 510 (ASTM A 510M).

## 2.3 MISCELLANEOUS MATERIALS

- A. Fasteners: Provide concealed fasteners, unless unavoidable or standard for railings indicated.

## MASTERSPEC – TECHNICAL SPECIFICATIONS – DIVISION 05 - METALS

1. Aluminum Railings: Type 304 stainless-steel fasteners.
  2. Stainless-Steel Railings: Type 304 stainless-steel fasteners.
  3. Steel Railings: Plated steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
- B. Anchors: Provide cast-in-place, chemical or torque-controlled expansion anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488.
- C. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- D. Shop Primers: Provide primers that comply with Division 09 Painting Sections and Specifications for High-Performance Coatings.
- E. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.
- F. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
- G. Shop Primer for Galvanized Steel: Zinc-dust, zinc-oxide primer compatible with finish paint systems indicated, and complying with SSPC-Paint 5.
- H. Grout and Anchoring Cement: Factory-packaged, non-shrink, nonmetallic grout complying with ASTM C 1107; or water-resistant, non-shrink anchoring cement; recommended by manufacturer for exterior use.

## 2.4 FABRICATION

- A. General: Fabricate railings to comply with design, dimensions, and details indicated, but not less than that required to support structural loads.
- B. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
- C. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds, using manufacturer's standard system of sleeve and socket fittings.
- D. Non-welded Connections: Connect members with concealed mechanical fasteners and fittings.
- E. Form changes in direction by inserting prefabricated elbow fittings.
- F. Form curves by bending in jigs to produce uniform curvature; maintain cross section of member throughout bend without cracking or otherwise deforming exposed surfaces.
- G. Close exposed ends of railing members with prefabricated end fittings.
- H. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated.

## MASTERSPEC – TECHNICAL SPECIFICATIONS – DIVISION 05 - METALS

- I. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.
- J. Woven-Wire Mesh Infill Panels: Fabricate infill panels from woven-wire mesh crimped into 1-by-1/2-by-1/8-inch (25-by-13-by-3-mm) metal channel frames.

## 2.5 FINISHES

## A. Aluminum:

- 1. Mechanical Finish: AA-M12 (Mechanical Finish: non-specular as fabricated).
- 2. Class I, Clear Anodic Finish: AA-M12C22A41 complying with AAMA 611.
- 3. Class I, Color Anodic Finish: AA-M12C22A42/A44 complying with AAMA 611.
  - a. Color: As selected by Architect from full range of industry colors and color densities.

## B. Stainless Steel:

- 1. 180-Grit Polished Finish: Oil-ground, uniform, textured finish.
- 2. Directional Satin Finish: No. 4.
- 3. Dull Satin Finish: No. 6.

## C. Steel and Iron:

- 1. Galvanized Railings: Hot-dip galvanized railings, after fabrication, to comply with ASTM A 123/A 123M. Provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- 2. Shop-Primed Galvanized Railings: After galvanizing, clean railings, treat with metallic-phosphate process, and apply primer to comply with SSPC-PA 1.
- 3. Shop-Primed Steel Finish: Prepare to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning" or SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning" and apply primer to comply with SSPC-PA 1.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. General: Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation.
  - 1. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
  - 2. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).
- B. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

## MASTERSPEC – TECHNICAL SPECIFICATIONS – DIVISION 05 - METALS

- C. Anchor posts in concrete by inserting into preset steel pipe sleeves or formed or core-drilled holes and grouting annular space.
- D. Anchor posts to metal surfaces with oval flanges.
- E. Anchor railing ends to concrete and masonry with round flanges connected to railing ends and anchored to wall construction with anchors and bolts.
- F. Attach handrails to wall with wall brackets.
  - 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt or predrilled hole for exposed bolt anchorage.
  - 2. For wood stud partitions, use hanger or lag bolts set into wood backing between studs.
  - 3. For steel-framed partitions, use hanger or lag bolts set into fire-retardant-treated wood backing between studs.
  - 4. For steel-framed partitions, fasten to steel framing or concealed steel reinforcements using self-tapping screws of size and type required to support structural loads.
  - 5. For steel-framed partitions, fasten brackets with toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.
- G. Adjusting and Cleaning:
  - 1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting.
  - 2. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055213

## **SECTION 057300 ORNAMENTAL RAILINGS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. RailEasy™ Nautilus 1 or City approved equal: Pre-engineered, component-based, horizontal cable infill, stainless steel handrail and vinyl components ornamental railing system.

#### **1.2 REFERENCES**

- A. ASTM E 985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings.
- B. ASTM A 276 - Stainless Steel Bars and Shapes.
- C. ASTM A 312 - Seamless and Welded Austenitic Stainless Steel Pipes.
- D. ASTM A 314 - Stainless Steel Billets and Bars for Forging.
- E. ASTM A 492 - Standard Specification for Stainless Steel Rope Wire.
- F. ASTM A 554 - Welded Stainless Steel Mechanical Tubing.
- G. ASTM A 582 - Free-Machining Stainless and Heat-Resisting Steel Bars.

#### **1.3 DESIGN/PERFORMANCE REQUIREMENTS**

- A. Structural Performance: Provide handrails and railings systems, including top rail, bottom rail, end posts, intermediate posts, cables, and cable hardware capable of withstanding the following structural loads without exceeding allowable design working stress of materials for handrails, railings, anchors and connections in conformance with applicable codes:
  - 1. Top Rail of Guards: Shall withstand the following loads:
    - a. Concentrated load of 200 lbf (0.89kN) applied at any point and in any direction.
    - b. Uniform load of 50 lbf-ft (0.07kN-m) applied horizontally and concurrently with uniform load of 100 lbf-ft (0.14kN-m) applied vertically downward.
    - c. Concentrated and uniform loads above need not be assumed to act concurrently.
  - 2. Hand rails Not Serving As Top Rails: Shall withstand the following loads:
    - a. Concentrated load of 200 lbf (0.89 kN) applied at any point and in any direction.
    - b. Uniform load of 50 lbf-ft (0.07kN-m) applied in any direction
    - c. Concentrated and uniform loads above need not be assumed to act concurrently.
  - 3. Guard Infill Area: Shall withstand the following loads:
    - a. Concentrated horizontal load of 200 lbf (0.89 kN) applied to 1 sq ft at any point in system, including panels, intermediate rails, balusters, or other elements composing infill area. Loads need not be assumed to act concurrently with loads on top rails in determining stress on guard.
- B. Corrosion Resistance: Separate incompatible materials to prevent galvanic corrosion.

#### **1.4 SUBMITTALS**

- A. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation instructions and methods.
  4. Description of materials, components, fabrication, and finishes.
  5. Structural test reports provided by the manufacturer evidencing compliance with the specifications.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans, elevations, sections, and details, indicating materials, components, sizes, dimensions, tolerances, hardware, finishes, options, accessories, and installation. Show details of attaching railing system to supports.
- C. Verification Samples: For each finish product specified, two samples, adequate in size, representing actual product, workmanship, and finishes.
1. Railing frame components.
  2. Cables.
  3. Cable hardware.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum five years documented experience.
- B. Installer Qualifications: Manufacturer's trained installers or an installer acceptable to the manufacturer.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store products in clean, dry area indoors until ready for installation. Store materials in accordance with manufacturer's instructions.
- C. Protect materials and finish from damage during handling and installation.

#### 1.7 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

#### 1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Verify actual openings by field measurements before fabrication; show recorded measurements on shop drawings.



- C. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

## 1.9 COORDINATION

- A. Coordinate Work with other operations and installation of adjacent materials to avoid damage.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Atlantis Rail, which is located at: 70 Armstrong Rd.; Plymouth, MA 02360; Toll Free Tel: 800-541-6829; Tel: 508-732-9191; Fax: 508-732-9798; Email: [info@atlantisrail.com](mailto:info@atlantisrail.com); Web: [www.atlantisrail.com](http://www.atlantisrail.com)
- B. Substitutions will be considered in accordance with provisions of City approved equals.

### 2.2 MATERIALS

- A. Stainless Steel Structural Tubing: ASTM A 554, Type 316, minimum tensile strength 70,000 psi; 2 inch (50 mm) diameter.
- B. Wire Rope: ASTM A 492, Type 316 stainless steel wire; 5/32 inch (4 mm) diameter, 1x19 configuration, conforming to dimensional properties specified in MIL-W-87161.
- C. Tempered Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated), Type 1 (transparent flat glass), Quality-Q3; Class 1 (clear); tested for surface and edge compression according to ASTM C 1048 and for impact strength according to 16 CFR 1201 for Category II materials.

### 2.3 ORNAMENTAL RAILING SYSTEM

- A. RailEasy™ Nautilus 1 System or City approved equal: Pre-engineered, component-based, horizontal cable infill, stainless steel handrail, and vinyl components ornamental railing system.
  - 1. Post Sleeves: Vinyl, fits over 4 by 4 wood guardrail posts, white color. Wood guardrail posts specified in Section 06 20 00 - Finish Carpentry.
    - a. Height: 48 inch (1219 mm).
  - 2. Handrail: Stainless Steel Structural Tubing, 2 inch (50 mm) diameter, Type 316 stainless steel.
  - 3. Stainless Steel Finish:
    - a. Polished.
  - 4. Wire Rope: ASTM A 492, Type 316 stainless steel wire; 5/32 inch (4 mm) diameter, 1x19 configuration, conforming to dimensional properties specified in MIL-W-87161.
    - a. Orientation: Horizontal.
    - b. Spacing: 3 inches (76 mm) O.C.
    - c. Finish: Passivated.
  - 5. Tensioner Assemblies: RailEasy™ stainless steel tensioners with mechanical swaging capability. Slotted base has capability of making up to 45 degree angles.
    - a. Flat base.
- B. SunRail™ Nautilus 1 System or City approved equal: Pre-engineered, component-based, horizontal cable infill, stainless steel handrail, posts, and components ornamental railing

system.

1. Guardrail Post: Stainless steel structural tubing, 2 inch (50 mm) diameter, Type 316 stainless steel, 5 foot (1524 mm) O.C. maximum.
  - a. Height: 42 inch (1067 mm).
  - b. Height: 36 inch (914 mm).
2. Stair Rail Post: Stainless Steel Round Tube, 2 inch (50 mm) diameter, Type 316 stainless steel, 36 inch (914 mm) rail height, 4 foot (1219 mm) O.C. maximum.
3. Handrail: Stainless Steel Structural Tubing, 2 inch (50 mm) diameter, Type 316 stainless steel.
4. Stainless Steel Finish:
  - a. Brushed.
  - b. Polished.
5. Wire Rope: ASTM A 492, Type 316 stainless steel wire; 5/32 inch (4 mm) diameter, 1x19 configuration, conforming to dimensional properties specified in MIL-W-87161.
  - a. Orientation: Horizontal.
  - b. Spacing: 3 inches (76 mm) O.C.
  - c. Finish: Passivated.
6. Tensioner Assemblies: RailEasy™ Tensioners, stainless steel tensioners with mechanical swaging capability. Slotted base has capability of making up to 45 degree angles. Radius base fits two 2 inch (50 mm) diameter posts.
  - a. Radius base.

#### 2.4 FABRICATION:

- A. Fabricate systems in accord with approved shop drawings and the manufacturer's instructions.
- B. Preassemble items in shop to greatest extent practicable to minimize assembly at project site. Disassemble units only to extent necessary for shipping and handling limitations. Mark units for reassembly.
- C. Field connections may be done using manufacturer's recommended methods.
- D. Coordinate fabrication of railing system components with related work.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify field measurements are acceptable to suit stair assembly tolerances.
- C. Verify supports and anchors are correctly positioned.
- D. If substrate preparation is the responsibility of another installer, notify Project Manager of unsatisfactory preparation before proceeding.

#### 3.2 PREPARATION

- A. Take field measurements after permanent end terminations are in place and prior to preparation of shop drawings and fabrication, to ensure fitting of work.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install railing system in accordance with manufacturer's instructions.
- B. Install railing system plumb, level, square, true to line, and rigid.
- C. Ensure that wire ropes are parallel to each other, free of kinks, sags or other defects, and clean.
- D. Attach railing system securely in place using fasteners supplied or approved by manufacturer. Embedded anchor plates and supporting steel shall be provided by another trade and coordinated with the railing supplier.
- E. Attach railing system to supports approved by manufacturer.
- F. Use manufacturer's supplied hardware.
- G. Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Project Manager.
- H. Remove and replace defective or damaged components that cannot be successfully repaired as determined by Project Manager.

### 3.4 CLEANING

- A. Remove temporary coverings and protection of adjacent work areas.
- B. Clean railing system promptly after installation in accordance with manufacturer's instructions.
- C. Do not use harsh cleaning materials or methods that would damage glass or finish.
- D. Do not use abrasive cleaners.

### 3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Replace defective or damaged components as directed by Project Manager.
- C. Touch-up, repair or replace damaged products before Substantial Completion.

### 3.6 WARRANTY

- A. Per manufacturer.

END OF SECTION

## SECTION 06100 STRUCTURAL PLASTIC LUMBER

### DESCRIPTION:

Structural plastic lumber shall be manufactured with HDPE and fiberglass elements to act as reinforcing with the HDPE. Lumber shall be molded in one piece per specified size. All materials will have UV additives to prevent deterioration of the plastic lumber from exposure to UV light. HDPE will be made up of no less than 80% recycled material; both post industrial and post consumer. Finished plastic lumber will not rot, split, crack or splinter for a minimum of 50 years. It shall be resistant to termites, marine borers, salt spray, oil, and fungus.

### MECHANICAL PROPERTIES:

Test	ASTM Test	English Units		Metric Units	
		Value	Units	Value	Units
Flexural Strength	D6109-97	2750	PSI	193	Kg/cm <sup>2</sup>
Flexural Modulus	D6109-97	306080	PSI	15503	Kg/cm <sup>2</sup>
Compression Strength	D6108-97	2340	PSI	165	Kg/cm <sup>2</sup>
Compression Modulus	D6108-97	114900	PSI	8077	Kg/cm <sup>2</sup>
Specific Gravity	D6111-97	0.93	g/cc	0.93	g/cc
Flash point		644	Deg F	340	Deg C
Moisture Absorption		< 0.06	% by Weight	0.06	% by Weight
Thermal Expansion	D6341-98	0.000033	Inch/Inch/Deg F		
Average Nail pull out	D6117-97	504	Lbs		

### DIMENSIONAL TOLERANCES:

**CUP/BULDGE TOLERANCES** – deviation in the face from a straight line from edge to edge of piece.

FACE WIDTH	4"	6"	8"	10"	12"
Tolerance (+/-)	3/32"	1/8"	3/16"	1/4"	1/4"

**LENGTH TOLERANCE** = + 3" / - 0" – Measured at 70 deg F.

The above listed are specifications for plastic lumber to be used as a reference for bid specifications. This is only a guide. Your specific application should be addressed by a professional engineer.

**END OF SECTION 06100**

## **SECTION 06713 COMPOSITE LUMBER**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Plastic lumber materials.
- B. Related Sections
  - 1. 061063 – “Exterior Rough Carpentry” for installation of plastic lumber.

#### **1.2 SUBMITTALS**

- A. Submittals for Review:
  - 1. Product Data including MSDS.
  - 2. Samples: 12 inch (300 mm) long by 4 inch (100 mm) wide pieces of integral colored plastic lumber showing full range of available colors, five colors minimum.
  - 3. Manufacturer's Consumer Service Bulletins.
  - 4. Quality Assurance/control Submittals.
    - a. Manufacturer's Qualifications: Proof of compliance
    - b. Test Reports: Laboratory reports confirming allowable design stresses.
    - c. Manufacturer's installation and fabrication instructions.
- B. Closeout Submittals:
  - 1. Warranty

#### **1.3 QUALITY ASSURANCE**

- A. Plastic Lumber Manufacturer's Qualifications: Minimum five years experience in producing heat formed thermoplastic lumber.

#### **1.4 DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store, and handle plastic lumber in accordance with manufacturer's instructions.
- B. Special Instructions: Handle plastic lumber material with gloves; refer to MSDS.
- C. Store plastic lumber level and flat, off ground or floor, with supports at each end and maximum 24 inches on center.
- D. Do not stack plastic lumber over 12 feet high.

#### **1.5 WARRANTIES**

- A. Special Warranty: 25-year limited warranty against termites and fungal decay for a period of 25 years. Additional Warranty not to rot, split, splinter or check.

## PART 2 - PRODUCTS

### 2.1 PLASTIC LUMBER

- A. Plastic lumber shall be manufactured with minimum 80% recycled content.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Engineered Plastic Systems.
    - b. U.S. Plastic Lumber
    - c. Tangent Technologies, LLC.
    - d. American Plastic Lumber, Inc.
    - e. Renew Plastics
    - f. Jayhawk Plastics
    - g. Plastic Lumber Yard
    - h. Bedford Technology
    - i. American Recycled Plastic
    - j. Wishbone Site Furnishings

### 2.2 MATERIALS

- A. Plastic Lumber:
  - 1. Recycled high-density polyethylene (HDPE) plastic with UV-inhibitors and integral coloring; free from toxic chemicals and preservatives.
  - 2. Allowable Design Stresses: Not less than the following as determined by rational engineering analysis, and demonstrated by comprehensive testing performed by an independent testing laboratory.
    - a. Compression:
      - 1) Parallel: 1700 PSI ultimate, tested to ASTM D6108.
      - 2) Perpendicular: 700 PSI ultimate, tested to ASTM D6108.
    - b. Tensile strength: 2300 PSI ultimate, tested to ASTM D6109.
    - c. Shear strength: 500 PSI ultimate, tested to ASTM D143.
    - d. Modulus of rupture: 1400 PSI ultimate, tested to ASTM D4761.
    - e. Modulus of elasticity: 100,000 PSI ultimate,, tested to ASTM D6109
  - 3. Sizes: As shown on Drawings.
  - 4. Color: Integral color throughout; color(s) as selected by Architect from standard colors.

### 2.3 ACCESSORIES

- A. Fasteners: Fasteners: Hot dip galvanized steel or stainless steel wood screws of length recommended by composite wood manufacturer for profile being fastened.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install composite wood in accordance with manufacturer's instructions.
  - 1. Cut, drill, and rout composite wood using carbide tipped blades.
  - 2. Pre-drill fastener holes located closer than 1 inch from edges.
  - 3. Cut ends square and true.

4. Do not exceed maximum spans recommended by manufacturer.
5. Place decking boards perpendicular to supports.
  - a. Stagger end joints in adjacent rows at least one support.
  - b. Leave expansion spaces between abutting boards and between boards and adjacent construction:
  - c. End gaps between boards: 1/8 inch at ambient temperatures of 60 degrees F and above and 3/16 inch at ambient temperatures below 60 degrees F.
  - d. Side gaps between boards: 1/4 inch at ambient temperatures of 60 degrees F and above and 3/8 inch at ambient temperatures below 60 degrees F.
  - e. Gaps between boards and adjacent construction: 1/4 inch at ambient temperatures of 60 degrees F and above and 1/2 inch at ambient temperatures below 60 degrees F.
  - f. Place boards to span three or more supports.
  - g. Fasten each board to each support with two fasteners.

### **3.2 CLEANING**

- A. Clean plastic lumber to remove stains:
  1. Mold, mildew, and leaf stains: Clean surfaces with conventional deck wash containing detergent or sodium hypochlorite.
  2. Rust and ground-in dirt: Clean surfaces with cleaner containing oxalic or phosphoric acid.
  3. Oil and grease: Clean surfaces with detergent containing degreasing agent.

### **END OF SECTION 067113**



**SECTION ' &%% \$\$ - CONCRETE CURBS AND SIDEWALKS****PART 1 GENERAL (NOT USED)****PART 2 PRODUCTS****2.01 EXPANSION JOINT FILLER**

- A. 1/2-inch thick, preformed asphalt-impregnated, expansion joint material meeting AASHTO M153 Type I, II, or III, or AASHTO M213, or cellulose fiber types meeting the requirements of AASHTO M213, except the asphalt content is acceptable provided they contain minimum of 0.2 percent copper pentachlorophenate as a preservative and 1 percent water proofing wax.

**2.02 CONCRETE**

- A. Ready-mixed meeting ASTM C94, Option A, with compressive strength of 3,000 psi at 28 days.
- B. Maximum Aggregate Size: 1-1/2 inch.
- C. Slump: 2 to 4 inches.

**2.03 CURING COMPOUND**

- A. Liquid membrane-forming, clear or translucent, suitable for spray application and meeting ASTM C309, Type 1.

**PART 3 EXECUTION****3.01 FORMWORK**

- A. Lumber Materials:
  - 1. 2-inch dressed dimension lumber, or metal of equal strength, straight, free from defects that would impair appearance or structural quality of completed curb and sidewalk.
  - 2. 1-inch dressed lumber or plywood may be used where short-radius forms are required.
- B. Metals: Steel in new undamaged condition.
- C. Setting Forms:
  - 1. Construct forms to shape, lines, grades, and dimensions.
  - 2. Stake securely in place.
- D. Bracing:
  - 1. Brace forms to prevent change of shape or movement resulting from placement.

2. Construct short-radius curved forms to exact radius.

E. Tolerances:

1. Do not vary tops of forms from gradeline more than 1/8 inch when checked with 10-foot straightedge.
2. Do not vary alignment of straight sections more than 1/8 inch in 10 feet.

### 3.02 PLACING CONCRETE

- A. Prior to placing concrete, remove water from excavation and debris and foreign material from forms.
- B. Place concrete as soon as possible, and within 1-1/2 hours after adding cement to mix without segregation or loss of ingredients, and without splashing.
- C. Place, process, finish, and cure concrete in accordance with applicable requirements of ACI 304, and this section. Wherever requirements differ, the more stringent shall govern.
- D. To compact, vibrate until concrete becomes uniformly plastic.
- E. All edges shall be smooth and rounded.

### 3.03 SIDEWALK CONSTRUCTION

- A. Thickness:
  1. 6 inches in all areas.
- B. Connection to Existing Sidewalk:
  1. Remove old concrete back to an existing contraction joint.
  2. Clean the surface.
  3. Apply a neat cement paste immediately prior to placing new sidewalk.
- C. Expansion Joints: Place at maximum 20-foot intervals, at adjacent curb expansion joint, where sidewalk ends at curb, and around posts, poles, or other objects penetrating sidewalk. Install expansion joint filler at each joint.
- D. Contraction Joints:
  1. Provide transversely to walks at locations opposite contraction joints in curb.
  2. Dimensions: 3/16-inch by 1-inch weakened plane joints.
  3. Construct straight and at right angles to surface of walk.
- E. Finish:

1. Broom surface with fine-hair broom at right angles to length of walk and tool at edges, joints, and markings.
2. Ensure that the surface variations are not more than ¼ inch under a 10-foot straightedge, or more than 1/8 inch on a 5-foot transverse section.
3. Mark walks transversely at 5-foot intervals, or in pattern shown on Drawings, with jointing tool; finish edges with rounded steel edging tool.
4. Apply curing compound to exposed surfaces upon completion of finishing.
5. Protect sidewalk from damage and allow to cure for at least 7 days.

**END OF SECTION**

**SECTION 32920****TURF GRASS****PART 1 – GENERAL****1.1 WORK INCLUDED**

- A. Provide labor, materials, equipment and services to complete the sodding work, as indicated on the drawings, as specified herein, or both.

**1.2 RELATED DOCUMENTS**

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

**1.3 QUALITY ASSURANCE**

- A. Standards: Federal Specifications (FS) O-F-241c(1), Fertilizers, Mixed, Commercial.
- B. Testing Agency: Independent Testing Laboratory.
- C. Regulatory Agencies: Conform to the requirements of local agricultural and governing agencies.

**1.4 SUBMITTALS**

- A. Certificates:
  - 1. Growers Certification:
    - a. Grass species, and location of field from which sod is cut.
    - b. Compliance certificates for quarantine restrictions.
  - 2. Manufacturer's certification of fertilizer and herbicide composition.

**1.5 DELIVERY, STORAGE AND HANDLING**

- A. Deliver sod on pallets.
- B. Protect root system from exposure to wind or sun.
- C. Protect sod against dehydration, contamination, and heating during transportation and delivery.
- D. Do not deliver more sod than can be installed within 24 hours.
- E. Keep stored sod moist and under shade, or covered with moistened burlap.
- F. Do not pile sod more than 2 feet deep.

## 1.6 JOB CONDITIONS

- A. Begin installation of sod after preceding related work is accepted.
  - 1. Earthwork
  - 2. Grading
  - 3. Utilities
  - 4. Paving
  - 5. Irrigation
  - 6. Planting
  - 7. Site features
- B. Environmental Requirements:
  - 1. Install sod during time period acceptable to the City.
  - 2. Do not install sod on saturated soil.
- C. Erect signs and barriers against vehicular traffic, where applicable.

## 1.7 GUARANTEE

- A. Guarantee sod for period of twelve (12) months after date of Substantial Completion, this will apply to the areas with irrigation.
- B. Replacement sod under this guarantee shall be guaranteed for twelve (12) months from the date of installation.
- C. Repair damage to other plants during sod replacement.
- D. Contractor will accept responsibility for repairs of all washouts caused by weather or irrigation run off for all areas not showing an acceptable stand of grass.
- E. Contractor shall be responsible for any damaged sod caused by forklifts, tractors, trucks etc. during the placing of that sod.

## PART 2 - PRODUCTS

### 2.1 SOD

- A. Grass Species:
  - 1. St. Augustine 'Palmetto', certified
- B. American Sod Producers Association (ASPA) Grade: Nursery Grown or Approved. Field grown sod is not acceptable.
- C. Sod Configuration:
  - 1. St. Augustine 'Palmetto'

- a. Furnished in pads, 24" x 18" x 1-1/2", excluding top growth and thatch.
  - b. Pads not stretched or broken.
  - c. Uniformly mowed height when harvested – 2 inches.
- D. Inspected and found free of diseases, nematodes, pests, and pest larvae, by entomologist of the local Agricultural agency.
- E. Weeds:
  - 1. Free of non-specified grass, nut grass or other objectionable weeds.
- F. Uniform in color, leaf texture, and density.

## **2.2 WATER**

- A. Free of substances harmful to plant growth meeting requirements in Section 02920 - Soil Preparation.

## **2.3 FERTILIZER**

- A. See Section 3.5.

## **2.4 HERBICIDES AND STERILIZERS**

- A. As recommended by local agricultural agencies.

# **PART 3 - EXECUTION**

## **3.1 INSPECTION**

- A. Verify that planting soil mix is installed as specified in Section 02920 - Soil Preparation.
- B. Water dry soil to depth of 6 inches 48 hours before sodding.

## **3.2 MYCORRHIZAL APPLICATION**

See Section 329300 – Landscape

## **3.3 INSTALLATION**

- A. Transplant sod within 48 hours after harvesting.
- B. Lay first row of sod in straight line.
- C. Butt side and end joints.
- D. Stagger end joints in adjacent rows.
- E. Do not stretch or overlap rows.
- F. Cut and trim sod edges at plant beds, walks, buildings or other edge areas.

- G. Sprinkle sod immediately after transplanting to thoroughly water and to wash in lawn sand. Add additional sand to produce a level lawn.
- G. Roll sod, with roller weighing no more than 150 lbs. per foot of roller width.
- H. Water sod and soil to depth of 6 inches within four hours after rolling to bind sod to subsoil and to remove air pockets between subsoil and sod.

### **3.4 LAWN RENOVATION**

- A. Renovate existing and/or damaged lawn areas.
- B. Renovate existing lawn damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
  - 1. Re-establish lawn where settlement or washouts occur or where minor regrading is required.
  - 2. Provide new 50/50 mix topsoil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury in soil.
- D. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.
- E. Mow, dethatch, core aerate, and rate existing lawn.
- F. Remove weeds before seeding. Where weeds are extensive, apply herbicide - "Round-up" or equal, and apply as per manufacturer's specifications. Do not use pre-emergence herbicides.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare and compacted areas thoroughly to a soil depth of 6 inches.
- I. Apply soil amendments and initial fertilizers required for establishing new lawns and mix thoroughly into top 4 inches of existing soil. Provide new planting soil to fill low spots and meet finish grades.
- J. Apply St. Augustine 'Floritam' sod as required for new lawns.
- K. Water newly planted areas and keep moist until new lawn is established.

### **3.5 LAWN ESTABLISHMENT**

- A. Watering:
  - 1. Keep sod moist during first two weeks after planting.

2. After two weeks, supplement rainfall to produce a minimum of 2 inches per week.
  3. Obtain water for sod from sources available on or off site. On-site water may not be available. Coordinate with schedule for installation of the irrigation system.
- B. Mowing:
1. When grass reaches 5 inches in height, mow to 3.5 to 4 inches.
  2. Contractor shall maintain all grass within the project limit within the heights specified until final Certificate of Occupancy.
- C. Resod spots larger than 4" x 4" not having uniform stand of grass.
- D. Weed Eradication: Between second and third mowing, apply herbicide uniformly at manufacturer's recommended rate to reduce weed infestation.
- E. Fertilizer: 12-2-8-4
1. Immediately prior to planting, all sod areas shall be fertilized. The starter fertilizer shall be applied to the sod surface, at a rate of 176 lbs per acre.
  1. Apply fertilizer once after sodding uniformly at a rate of 20 pounds per 1,000 square feet, on a schedule, as directed by the City.
  3. Care shall be taken when spreading fertilizer to insure that there are no gaps during application. The fertilizer shall be applied under favorable conditions and by such approved methods as will ensure maximum uniformity of distribution.
- F. Establishment period to extend until final acceptance by the City.

### **3.6 CLEANING**

- A. Immediately clean spills from paved and finished surface areas.
- B. Remove debris and excess materials from project site.
- C. Dispose of protective barricades and warning signs at termination of lawn establishment.

### **3.7 FINAL INSPECTION AND ACCEPTANCE**

- A. Request final inspection for acceptance at completion.
- I. Replace rejected sod area with acceptable sod within two weeks after the inspection.

**END OF SECTION 329200**



# SAMPLE

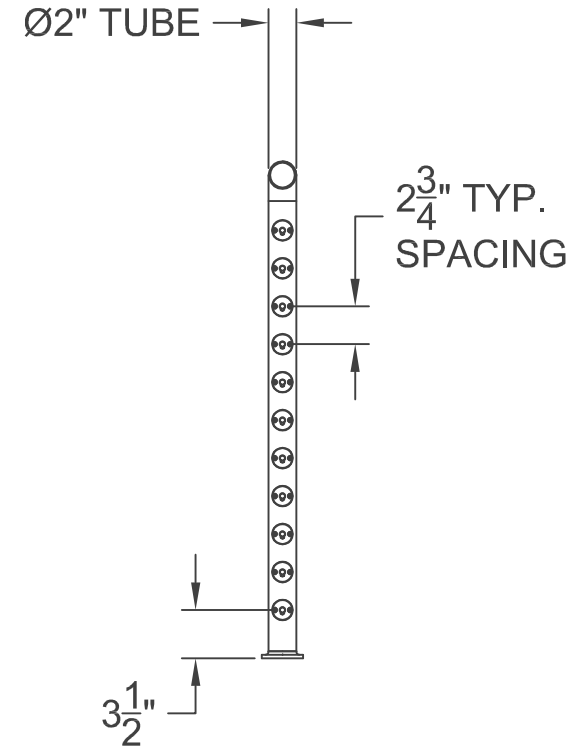
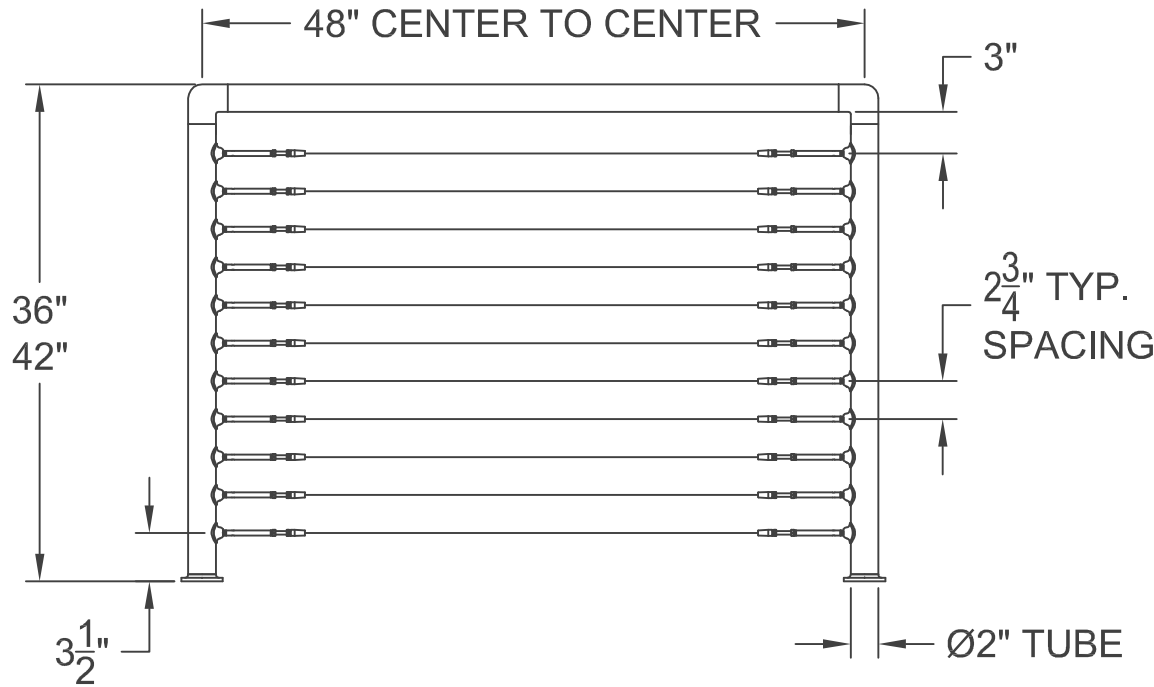
## 42" SPECTRUM-SURFACE-MOUNT



# SUNRAIL NAUTILUS DESIGN PARAMETERS



# DESIGN PARAMETERS SUNRAIL™ NAUTILUS



## Specifications:

Recommended span: 48" max. between posts  
Cables may pass through posts on longer spans.

Handrail: 2" diameter 16 gauge 316 grade stainless steel tubing

Infill: RailEasy™ Tensioners with 1x19 316 grade stainless steel tubing

Posts: 2" diameter 16 gauge 316 grade stainless steel tubing

Top and (optional) bottom rails are secured to posts using 316 grade cast stainless steel fittings. Tensioners are riveted to posts.

DRAWING INDEX

L01 SITE PLAN  
S01 DOCK DETAILS



SITE  
LOCATION

CITY OF FORT LAUDERDALE

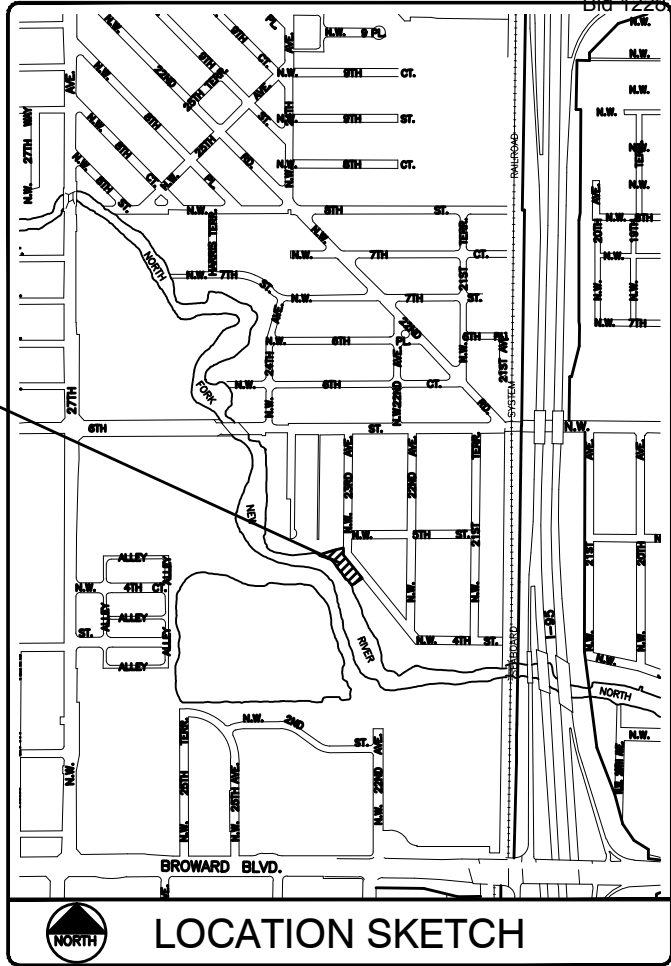
PROJECT #12278

SWEETING PARK

DOCK REPLACEMENT

433 NW 23rd AVENUE

FORT LAUDERDALE, FLORIDA



PROJECT #12278  
SWEETING PARK  
DOCK REPLACEMENT  
433 NW 23rd AVENUE

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

FORT LAUDERDALE CITY COMMISSION

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

PROJECT MANAGER	JOB TITLE	PHONE NO.
THOMAS WHITE, ASLA-ISA, PLA	PROJECT MANAGER II	954-828-5360
RAYMOND NAZAIRE, PE	PROJECT ENGINEER	954-828-8064
IRINA TOKAR, RA	SENIOR PROJECT MANAGER	954-828-8891

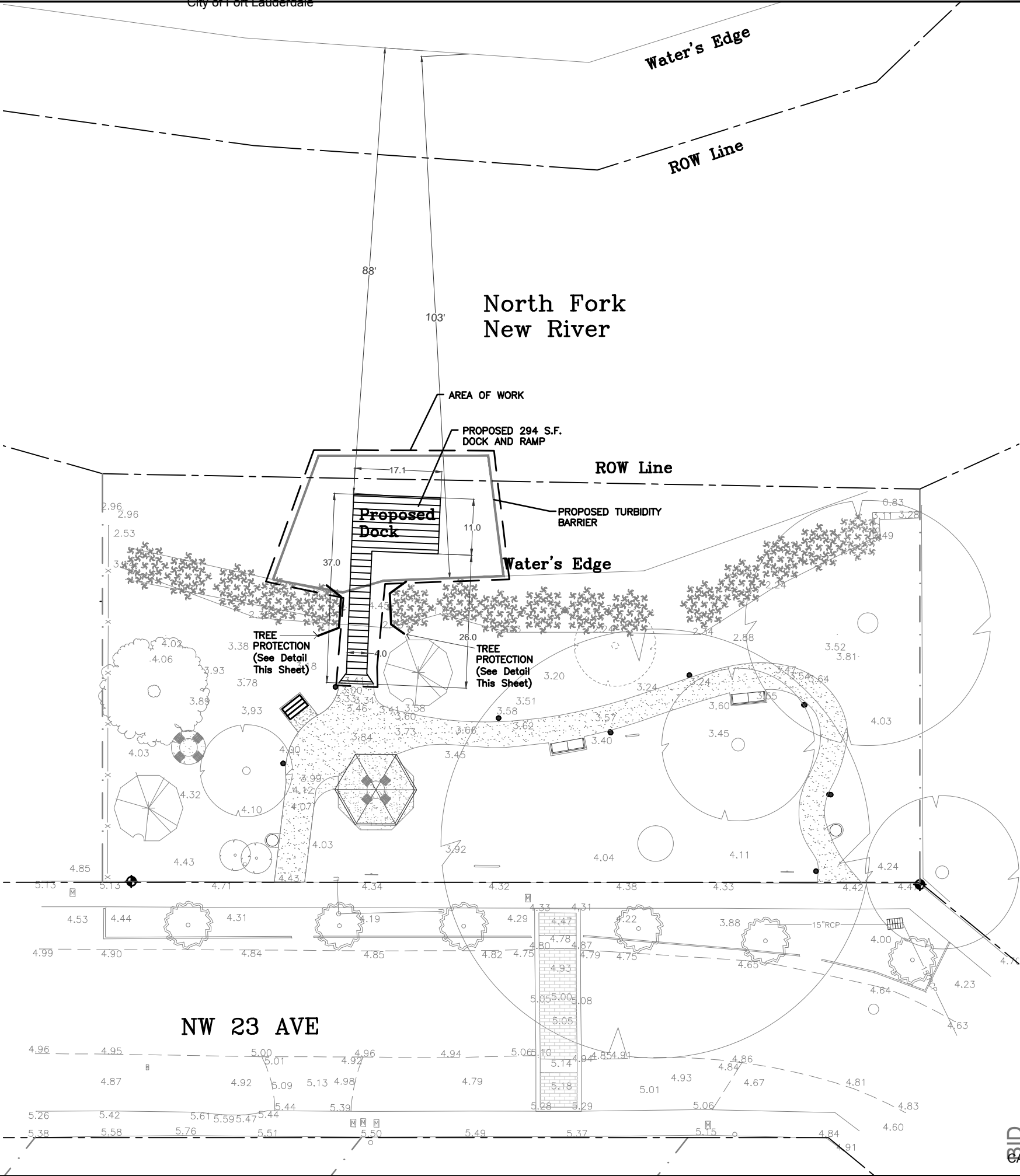
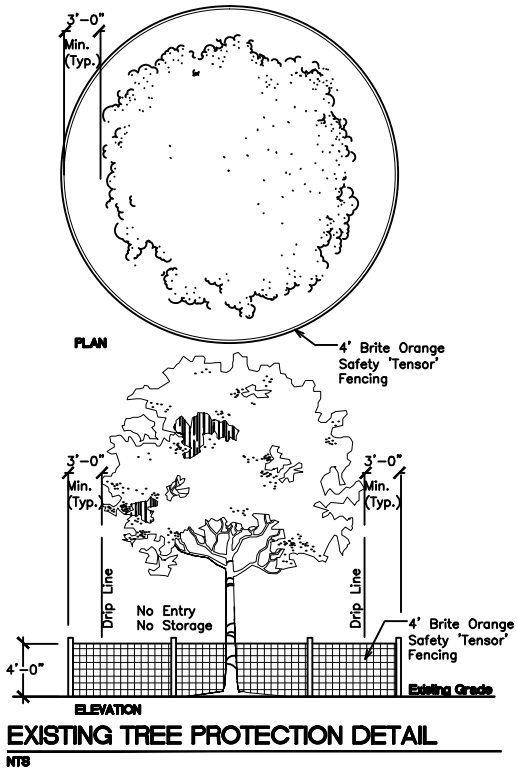
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DRAWING FILE No.: 4-138-27

BID SET CAM #19-1089



GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CITY, COUNTY AND STATE TRAFFIC REGULATIONS CONCERNING THE USE OF STREETS AND ROADWAYS FOR DELIVERIES AND HAULING. ANY DAMAGE DONE TO THE ROADWAYS DUE TO THE CONTRACTOR'S EQUIPMENT OR HAULING OPERATIONS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION, AT NO COST TO THE OWNER. ALL HAULING UNITS TRANSPORTING LOOSE MATERIALS (SOIL, LIMESTONE, ETC.) SHALL BE FULLY COVERED.
3. THE CONTRACTOR OR CONTRACTOR'S SUPERINTENDENT SHALL BE ON THE CONSTRUCTION SITE DURING NORMAL WORKING HOURS WHILE THIS PROJECT IS IN PROGRESS. THE CONTRACTOR'S SUPERINTENDENT SHALL BE THE DESIGNATED RESPONSIBLE CONTRACTOR REPRESENTATIVE AND SHALL BE FLUENT IN SPOKEN ENGLISH.
4. BARRICADES ARE TO REMAIN UNTIL ALL PROJECT CONSTRUCTION IS COMPLETED UNLESS NOTED OTHERWISE BY THE PROJECT MANAGER / ENGINEER.
5. ALL LOCATIONS, DIMENSIONS AND ELEVATIONS MUST BE VERIFIED BY THE CONTRACTOR IN THE FIELD BEFORE COMMENCING WORK. ANY DISCREPANCY MUST BE BROUGHT, IN WRITING, TO THE ATTENTION OF THE PROJECT MANAGER / ENGINEER IMMEDIATELY.
6. CONTRACTOR SHALL NOTE IN THE RECORD DRAWINGS ANY AND ALL PIPES, DUCTS AND CABLES FOUND DURING EXCAVATION. INDICATE EXACT POSITION, ELEVATION, DIRECTION, SIZE, MATERIAL, PURPOSE AND ACTIVE STATUS IF KNOWN.
7. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING ABOVE GROUND IMPROVEMENTS THAT ARE TO REMAIN IN PLACE. ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED SATISFACTORY TO THE OWNER, AT THE EXPENSE OF THE CONTRACTOR.
8. IT IS THE CONTRACTORS' RESPONSIBILITY TO VERIFY AND CONFIRM THE LOCATION OF ALL UNDERGROUND FACILITIES WITHIN LIMITS OF CONSTRUCTION. ALL EXISTING UTILITIES, CABLES, EQUIPMENT, DEVICES, ETC., DESIGNATED TO REMAIN IN SERVICE WHICH ARE DAMAGED IN THE COURSE OF THE CONTRACT SHALL BE IMMEDIATELY REPAIRED AT THE EXPENSE OF THE CONTRACTOR. AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR SHALL CONTACT:  
  
CITY OF FT. LAUDERDALE OPERATIONS      PHONE: (954) 828-4966  
FPL      PHONE: (954) 956-2045  
  
THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL AT 1-800-432-4770 AT LEAST TWO (2) WORKING DAYS PRIOR TO EXCAVATION. EXCAVATION IN AREAS OF EXISTING UTILITIES SHALL BE DONE BY HAND.
9. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE SITE FREE OF TRASH. ALL TRASH SHALL BE TOTALLY REMOVED FROM THE WORK AREA BEFORE THE END OF EACH WORK PERIOD.
10. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AND RESTORE THE SITE. ALL RUBBISH AND OTHER MATERIAL SHALL BE DISPOSED OF OFF PROPERTY AT CONTRACTOR'S DISCRETION AND EXPENSE. THE CONTRACTOR SHALL RESTORE ALL GRASSED AND PAVED AREAS WHICH ARE DISTURBED BY CONSTRUCTION ACTIVITY TO THEIR PRE CONSTRUCTION CONDITION.
11. ALL CONSTRUCTION STAKEOUT SHALL BE BY A QUALIFIED FLORIDA REGISTERED LAND SURVEYOR, AND IS THE RESPONSIBILITY OF THE CONTRACTOR. ANY DEVIATIONS FROM EXISTING GRADES AS SHOWN ON THE PLANS SHALL IMMEDIATELY BE REPORTED TO THE ENGINEER IN WRITING.
12. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
13. THE EXACT LIMITS AND SECURITY REQUIREMENTS OF THE CONTRACTOR'S STORAGE AREA SHALL BE ESTABLISHED BY THE CONTRACTOR WITH APPROVAL OF THE OWNER. ANY AND ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S OPERATIONS SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR DIRECTLY WITH THE APPROPRIATE UTILITY AGENCIES. ALL COSTS ASSOCIATED WITH THE STORAGE AREA SHALL BE BORNE BY THE CONTRACTOR. THIS INCLUDES, BUT IS NOT LIMITED TO, CLEARING AND GRADING OF THE SITE, ANY SECURITY FENCING, CLEANUP AND RESTORATION OF SITE TO ORIGINAL CONDITION.
14. DO NOT SCALE DRAWINGS. USE GIVEN DIMENSIONS ONLY. LARGE SCALE PLANS GOVERN OVER SMALL SCALE PLANS.
15. THE CONTRACTOR SHALL ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY DAMAGE CAUSED BY THE CONTRACTOR IN THE PERFORMANCE OF THEIR WORK SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING THE WORK AREA AND COORDINATING THE OVERALL SECURITY OF THE WORK AREA AND MATERIAL STORAGE WITH THE OWNER.
17. WHENEVER, IN THE CONTRACT DOCUMENTS, THE WORDS "PROVIDE", "FURNISH", "INSTALL", "FURNISH AND INSTALL", OR OTHER WORDS OF LIKE IMPORT ARE USED, IT SHALL BE UNDERSTOOD THAT THE INTENT OF THE CONTRACT DOCUMENTS IS TO PROVIDE FOR THE CONSTRUCTION AND COMPLETION IN EVERY DETAIL OF THE WORK DESCRIBED. IT IS FURTHER INTENDED THAT THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES, TESTING AND INCIDENTALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE DRAWINGS (PLANS), SPECIFICATIONS AND TERMS OF THE CONTRACT.
18. ITEMS SHOWN IN SCREEN (HALFTONE) ARE EXISTING. ITEMS SHOWN DARKER ARE NEW TO BE INSTALLED UNDER THIS CONTRACT.



SUNSHINE ARCHITECT  
THOMAS WHITE, A.S. L.A.  
REG. No. #LA0001100  
DATE:

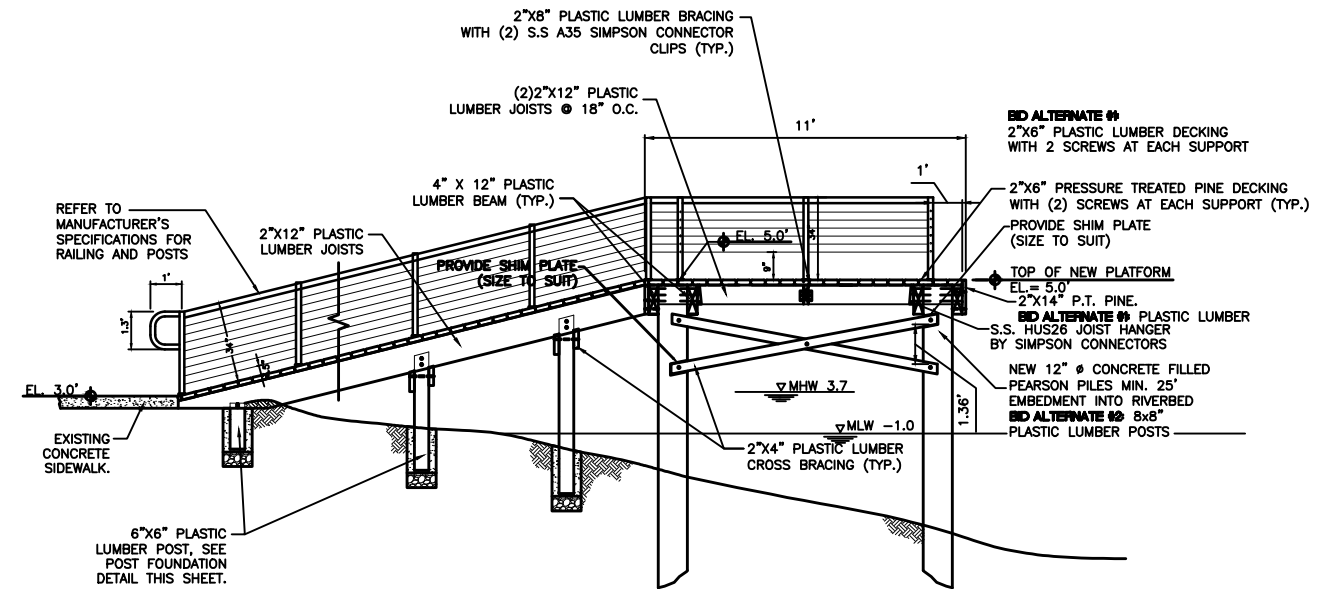
DATE	2/10/2017
DRAWN BY	TW
DESIGNED BY	TW
CHECKED BY	IT
FIELD BOOK	

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

NO.	DATE	BY	DESCRIPTION

PROJECT # P12278  
SWEETING PARK  
DOCK REPLACEMENT  
SITE PLAN  
433 NW 23rd AVENUE

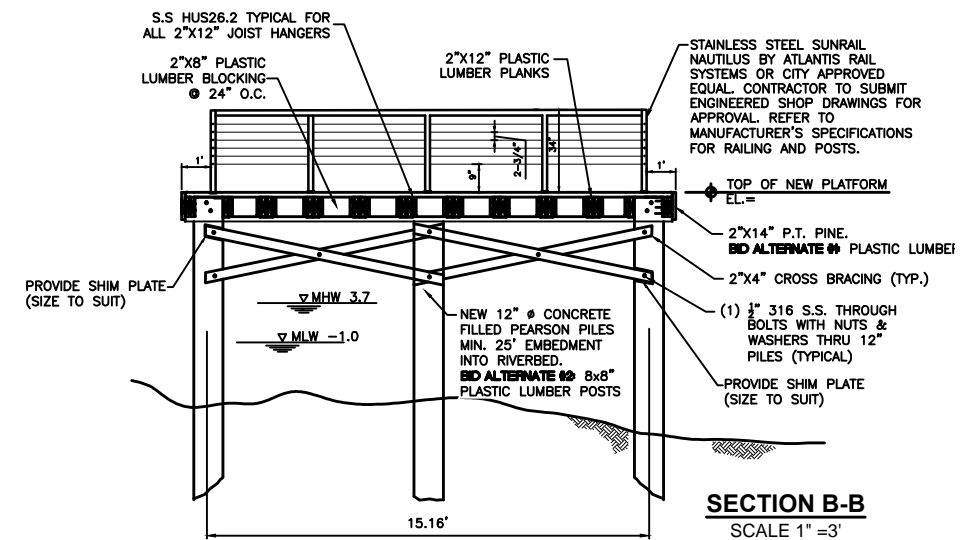
SHEET NO.	OF
L01	1
TOTAL	2
CAD FILE	12278-L01-SITE
DATE	2/10/2017
EXHIBIT	138-27



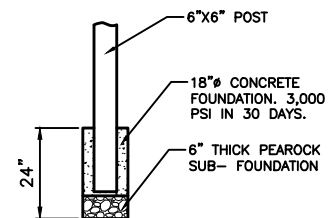
**SECTION A-A**  
SCALE 1" = 3'



**Install as per Manufactures Recommendations**

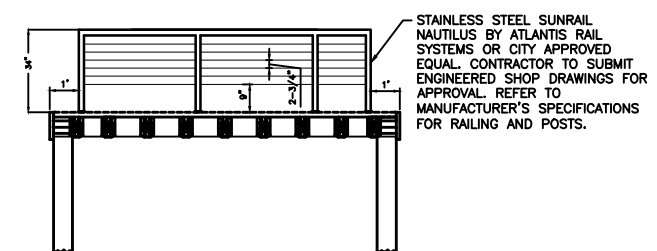


**SECTION B-B**  
SCALE 1" = 3'




### POST FOUNDATION DETAIL

N.T.S.



**GUARD RAIL SECTION**  
SCALE 1" = 3'



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

[illegible]

PROJECT # P12278  
SWEETING PARK  
NEIGHBORHOOD PARK IMPROVEMENTS  
DOCK DETAILS  
433 NW 23rd AVE, FORT LAUDERDALE, FL

SHEET NO.	OF
S01	1
TOTAL: 3	
LOAD FILE:	
12278-S01-DOCK	
DRAWING FILE NO.	
Exhibit 138-27	

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT

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

PRIME CONTRACTOR IDENTIFICATION FORM

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

Name of Firm:

Address of Firm:

Telephone Number:

Name of Person Completing  
Form:

Title:

Signature:

Date:

City Project Number:

City Project Description:

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

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





## MBE/WBE CONTRACTOR INFORMATION

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

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

CONTRACTOR CHECKLIST

- ☐ List Previous City of Fort Lauderdale Contracts

	5
	6

- ☐ Number of Employees in your firm

--Percent () Women

--Percent () Minorities

--Job Classifications of Women and Minorities

	5
	6

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

	5
	6

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

	5
	6

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

	5
	6

☐ Anticipated amount to be subcontracted on this project.

	5
	6

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

	5
	6

**QUESTIONNAIRE SHEET**

PLEASE PRINT OR TYPE:

Firm Name: President 

Business Address:

<input type="text"/>	5
<input type="text"/>	6

Telephone: 

Fax:

E-Mail Address:

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

<input type="text"/>	5
<input type="text"/>	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, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

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

How many years has your organization been in business?

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

The name of the qualifying agent for the firm and his position is: Certificate of Competency Number of Qualifying Agent: Effective Date:  Expiration Date: Licensed in:  Engineering Contractor's License #

(County/State)

Expiration Date:

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

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

**QUESTIONNAIRE SHEET**

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

	5
	6

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

a) 

--

b) 

--

c) 

--

d) 

--

e) 

--

f) 

--

g) 

--

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

	5
	6

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

	5
	6

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

	5
	6

**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.**

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

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

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

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

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

Authorized Signature

Print Name and Title

Date



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

**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.

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:

## Question and Answers for Bid #12282-693 - Sweeting Park Dock Replacement (P12278 RE-BID)

### Overall Bid Questions

#### Question 1

Can you post the sign-in sheet from the pre-bid meeting? (Submitted: Jul 3, 2019 10:36:16 AM EDT)

#### Answer

- A sign-in sheet is not available; there were no prospective bidders present. (Answered: Jul 9, 2019 11:52:55 AM EDT)

#### Question 2

Whats the estimated budget for this project? (Submitted: Jul 10, 2019 7:40:35 PM EDT)

#### Answer

- Approximately \$150,000. (Answered: Jul 11, 2019 9:24:34 AM EDT)