

Solicitation 12491-113

Sistrunk Parking Lot 19 Southeast Corner of NW 6th Street and NW 19th Avenue

Bid Designation: Public



City of Fort Lauderdale

Bid 12491-113**Sistrunk Parking Lot 19 Southeast Corner of NW 6th Street and NW 19th Avenue**

Bid Number **12491-113**
 Bid Title **Sistrunk Parking Lot 19 Southeast Corner of NW 6th Street and NW 19th Avenue**
 Bid Start Date **Jan 14, 2021 2:52:47 PM EST**
 Bid End Date **Mar 17, 2021 2:00:00 PM EDT**
 Question & Answer End Date **Mar 10, 2021 5:00:00 PM EST**
 Bid Contact **Fausto Vargas**
Procurement Specialist
Finance - Procurement Division
fvargas@fortlauderdale.gov
 Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **120 days**
 Bid Comments **INVITATION TO BID**

Sealed bids will be received electronically until 2:00 p.m. , local time, on Tuesday, March 2, 2021, and opened online immediately thereafter for BID NO., 12491-113, PROJECT NO.,12166 SISTRUNK PARKING LOT 19 SOUTHEAST CORNER OF NW 6TH STREET AND NW 19TH AVENUE.

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

Topic: SISTRUNK PARKING LOT 19 SOUTHEAST CORNER OF NW 6TH STREET AND NW 19TH AVENUE.
Time: Mar 2, 2021 10:00 AM Eastern Time (US and Canada)

Join ZoomGov Meeting
<https://fortlauderdale.zoomgov.com/j/1613309247?pwd=UE9HcTRXMUF3UTR1cXd3YW5oSIRUdz09>

Meeting ID: 161 330 9247
Password: 447465
Mobile Phone One-tap Dial:
+16692545252,,1613309247#,,1#,447465# US (San Jose)
+16468287666,,1613309247#,,1#,447465# US (New York)

Dial by your location
+1 669 254 5252 US (San Jose)
+1 646 828 7666 US (New York)
+1 669 216 1590 US (San Jose)
+1 551 285 1373 US
Meeting ID: 161 330 9247
Password: 447465
Find your local number: <https://fortlauderdale.zoomgov.com/u/aX7VJhWj>

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist

indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

This project is located at Sistrunk Street and 19th Avenue, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, to provide labor and material to construct a surface parking as per the drawings and specification given.

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

Drawing Plans: This Project consists of Drawing File No., 4-142-43, 21 sheets. Drawing plans may be obtained free of charge at BIDSYNC.COM.

Licensing Requirements: Possession of a State of Florida General Contractor's License is required for this Project .

Pre-Bid Meeting/Site visit: There will not be a pre-bid meeting for this Invitation to Bid.

However, it will be the sole responsibility of the bidder to inspect the City's facilities 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.

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 offer.

Bid Bonds:

Bidders can submit bid bonds for projects four different ways.

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

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

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

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

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

Certified Checks, Cashier's Checks and Bank Drafts :

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

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

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

For information concerning technical specifications, please utilize the Question/Answer platform provided by BIDSYNC at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be

transmitted by written addendum. (See addendum section of BIDSYNC site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, 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 Mar 4, 2021:
Addendum 2)

A) Opening Bid will be extended:

New Date:
Opening Bid: March 12, 2021

B) New License approved for this project :

State of Florida Underground and Utilities License.

Addendum # 1

New Documents	Addendum Complete.pdf		
Previous End Date	Mar 2, 2021 2:00:00 PM EST	New End Date	Mar 5, 2021 2:00:00 PM EST

Addendum # 2

New Documents	Addendum 2.pdf		
Previous End Date	Mar 5, 2021 2:00:00 PM EST	New End Date	Mar 12, 2021 2:00:00 PM EST

Addendum # 3

New Documents	Addendum 2.pdf Addendum 3.pdf		
Removed Documents	Addendum 2.pdf		

Addendum # 4

New Documents	Addendum 4.pdf		
Previous End Date	Mar 12, 2021 2:00:00 PM EST	New End Date	Mar 17, 2021 2:00:00 PM EDT
Previous Q & A End Date		New Q & A End Date	Mar 10, 2021 5:00:00 PM EST
Changes were made to the following items:			
1-1/2 Type S-III Asphalt Pavement			
Streetbond Coating			
ADA Detectable Warnings			

Addendum # 5

New Documents

CITB Trench Safety (27 Jun 2014)
CITB Prime Contractor Identification 27-June-2014
Contract Payment Method P-Card Form 06-27-19

Item Response Form

Item **12491-113--01-01 - Base Bid total: Erosion & Sediment Control**
 Lot Description **Base Bid total**
 Quantity **1 ls**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

furnish and install erosion control as per contract drawings

Item **12491-113--01-02 - Base Bid total: Clearing & Grubbing**
 Lot Description **Base Bid total**
 Quantity **1 ls**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

furnish and install all clearing as per contract drawings

Item **12491-113--01-03 - Base Bid total: Tree & Landscaping Removal**
 Lot Description **Base Bid total**
 Quantity **1 ls**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

furnish and install tree and landscaping removal as per the contract drawings

Item **12491-113--01-04 - Base Bid total: Concrete sidewalk Removal (up to 6)**
 Lot Description **Base Bid total**

Quantity **16 sy**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 16

Description

Removal of concrete sidewalk as per the contract drawings

Item **12491-113--01-05 - Base Bid total: 1-1/2 Type S-III Asphalt Pavement**
 Lot Description **Base Bid total**
 Quantity **800 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 800

Description

furnish and install the asphalt pavement as per the contract drawings

Addendum # 4

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 16	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 800
Previous Unit	sy	New Unit	square yard

Item **12491-113--01-06 - Base Bid total: 8 Limestone Rock Base**
 Lot Description **Base Bid total**
 Quantity **800 sy**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 800

Description

furnish and install lime rock as per the contract document

Item **12491-113--01-07 - Base Bid total: 12 Stabilizing Subgrade**
 Lot Description **Base Bid total**
 Quantity **800 sy**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)

See ITB Specifications
Fort Lauderdale FL 33301
Qty 800

Description

furnish and install stabilizing subgrade as per the contract documents

Item **12491-113--01-08 - Base Bid total: Streetbond Coating**
 Lot Description **Base Bid total**
 Quantity **7200 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 7200

Description

furnish and install street coating as per the contract documents

Addendum # 4Previous Unit **each**New Unit **square foot**

Item **12491-113--01-09 - Base Bid total: Excavation/Site Grading**
 Lot Description **Base Bid total**
 Quantity **1 ls**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

furnish and install site grading as per the contract documents

Item **12491-113--01-10 - Base Bid total: Type D Curb**
 Lot Description **Base Bid total**
 Quantity **350 lf**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 350

Description

furnish and install the type D curb as per the contract drawings

Item **12491-113--01-11 - Base Bid total: Paver Sidewalk**

Lot Description **Base Bid total**
 Quantity **110 sf**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 110

Description

furnish and install the paver sidewalk as per the contract drawings

Item **12491-113--01-12 - Base Bid total: Concrete sidewalk Removal (up to 6)**
 Lot Description **Base Bid total**
 Quantity **190 sf**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 190

Description

furnish and install the concrete sidewalk as per the contract documents

Item **12491-113--01-13 - Base Bid total: ADA Detectable Warnings**
 Lot Description **Base Bid total**
 Quantity **20 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

furnish and install the ADA warning as per the contract drawings

Addendum # 4Previous Unit **each**New Unit **square yard**

Item **12491-113--01-14 - Base Bid total: 5 Shadow Box Fence**
 Lot Description **Base Bid total**
 Quantity **110 lf**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications

Fort Lauderdale FL 33301

Qty 110**Description**

furnish and install the shadow box fence as per the contract drawings

Item **12491-113--01-15 - Base Bid total: Catch Basin w/ inlet Top & Grate**
Lot Description **Base Bid total**Quantity **2 each**Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2
Description

furnish and install catch basin as per the contract drawings

Item **12491-113--01-16 - Base Bid total: 18 HDPE Pipe**
Lot Description **Base Bid total**Quantity **10 lf**Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10
Description

furnish and install trench box as per the contract drawings

Item **12491-113--01-17 - Base Bid total: 6 X 6 Exfiltration Trench w/ 18 Slotted Pipe**
Lot Description **Base Bid total**Quantity **34 each**Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 34
Description

furnish and install trench box as per the contract drawings

Item **12491-113--01-18 - Base Bid total: Pavement Marking**
Lot Description **Base Bid total**Quantity **1 each**Unit Price

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

Description

furnish and install Pavement marking as per the contract documents

Item **12491-113--01-19 - Base Bid total: Signage(motorcycle, handicap,stop signs)**
Lot Description **Base Bid total**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2

Description

furnish and install signage as per the contract documents

Item **12491-113--01-20 - Base Bid total: bike rack**
Lot Description **Base Bid total**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

furnish and install bike rack as per the contract documents

Item **12491-113--01-21 - Base Bid total: vshine Street LED Solar light and Pole**
Lot Description **Base Bid total**
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5

Description

furnish and install the solar lights as per the contract documents

Item **12491-113--01-22 - Base Bid total: Silver Buttonwood - 2 cal.**
Lot Description **Base Bid total**

Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5

Description

Furnish and Install silver buttonwood per the contract documents

Item **12491-113--01-23 - Base Bid total: Crape Myrtle- 2.5 cal. Multi**
Lot Description **Base Bid total**
Quantity **2 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2

Description

furnish and install crape myrtle as the contract documents

Item **12491-113--01-24 - Base Bid total: Southern Live Oak-4 cal.**
Lot Description **Base Bid total**
Quantity **4 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 4

Description

furnish and install southern live oak as per the contract documents

Item **12491-113--01-25 - Base Bid total: Thatch Palm- 8 O.A**
Lot Description **Base Bid total**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

furnish and install Thatch Palm as per the contract documents

Item **12491-113--01-26 - Base Bid total: Red Tip Cocoplum- 24 X 24**
Lot Description **Base Bid total**
Quantity **57 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 57

Description

furnish and install Red tip Cocoplum as per the contract documents

Item **12491-113--01-27 - Base Bid total: Simpson Stopper- 24 X 24**
Lot Description **Base Bid total**
Quantity **65 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 65

Description

furnish and install Simpson stopper as per the contract documents

Item **12491-113--01-28 - Base Bid total: Bioswale Planting Mix**
Lot Description **Base Bid total**
Quantity **542 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 542

Description

furnish and install Bioswale mix as per the contract documents

Item **12491-113--01-29 - Base Bid total: Green Island Ficus- 24 X 24**
Lot Description **Base Bid total**
Quantity **132 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 132

Description

furnish and install green island ficus as per the contract documents

Item	12491-113--01-30 - Base Bid total: Argentine Bahia- Sod
Lot Description	Base Bid total
Quantity	170 sy
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 170

Description

furnish and install argentine Bahia as per the contract documents

Item	12491-113--01-31 - Base Bid total: Asiatic Jasmine- 15 X 15
Lot Description	Base Bid total
Quantity	38 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 38

Description

furnish and install Asiatic jasmine as per the contract documents

Item	12491-113--01-32 - Base Bid total: Irrigation System and Connection
Lot Description	Base Bid total
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 1

Description

furnish and install irrigation system as per the contract documents

Item	12491-113--01-33 - Base Bid total: Mobilization
Lot Description	Base Bid total
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

this item is not more than 5 percent of the total bid.

Item 12491-113--01-34 - 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**

install the MOT as per the contract documents

Item 12491-113--01-35 - Base Bid total: Field Engineering, Layout, As-Built as Required**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**

provide the layout and engineering as per the contract documents

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

BID NO. 12491-113

PROJECT NO. 12166

**SISTRUNK PARKING LOT 19
SOUTHEAST CORNER OF NW 6TH STREET
AND NW 19TH AVENUE**



**COREY RITCHIE
PROJECT MANAGER II**

**FAUSTO VARGAS
PROCUREMENT SPECIALIST**
Telephone: (954) 828-6167 E-mail: fvargas@fortlauderdale.gov

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

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

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<https://fortlauderdale.zoomgov.com/j/1613309247?pwd=UE9HcTRXMUF3UTR1cXd3YW5oSIRUdz09>

Meeting ID: 161 330 9247

Password: 447465

Mobile Phone One-tap Dial:

+16692545252,,1613309247#,1#,447465# US (San Jose)

+16468287666,,1613309247#,1#,447465# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

+1 669 216 1590 US (San Jose)

+1 551 285 1373 US

Meeting ID: 161 330 9247

Password: 447465

Find your local number: <https://fortlauderdale.zoomgov.com/u/aX7VJhWj>

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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 offer.

Bid Bonds:

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

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their 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, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 4) Bidders can **mail** their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
NOTE: Bond must be received in Procurement and time stamped before bid opening.

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

Certified Checks, Cashier's Checks and Bank Drafts:

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

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

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

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

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.

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 bid bond shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The 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 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 bond accompanying the proposal of the successful bidder will be returned to him. 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 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

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 – Procurement Manager, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. The complete protest ordinance may be found on the City's website at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf

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.

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

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com. **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 **Fausto Vargas Procurement Specialist**, at (954) 828-6167 or email at fvargas@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

CONTRACT PERIOD

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **30** calendar days of the date of the Notice to Proceed.

- 5.2 The Work shall be Substantially Completed within **160** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **190** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

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

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

06. BID SECURITY

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

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor certified by State of Florida to perform the work specified in the scope. Must possess State of Florida General Contractor's License.

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

08. SPECIFIC EXPERIENCE REQUIRED

Bidder shall submit a list of parking lots completed in the last five years, 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.

Allowance	\$
Permit Fee	15,000.00
Contingency	12,000.00
Total	27,000.00

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

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

Insurance

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 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 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.

10.3.4 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.

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 the General Liability policy, 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.

10.1.5 OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

10.1.5.3 Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no co-insurance clause
- Guaranteed policy extension provision

- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

10.1.5.4 Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no co-insurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

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 POLICIES.

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

11. PERFORMANCE AND PAYMENT BOND: 100%

Number of awards anticipated: One (1)

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as Corey Ritchie whose address is 914 NW 6th street, suite 200, Fort Lauderdale, FL 33311, telephone number: (954) 828-

5793, and email address is critchie@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 **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

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

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

15. WORK SCHEDULE (including overtime hours):

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

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

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

16. INSPECTION OVERTIME COST: \$ 100.00 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 _____, a Florida _____ Company/Corporation (Contractor), (Parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 12491-113, Project Number, 12166, which was opened on _____; and,

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

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

ARTICLE 1 – DEFINITIONS

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

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

- 1.7 Change Order - A 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, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.10 Contract Price – The 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.
- 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. Contractor will immediately commence work upon receipt of the Notice to Proceed.
- 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:

**Sistrunk Parking Lot 19 Southeast Corner of NW 6th Street and NW 19th Avenue
12491-113 PROJECT 12166**

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

PROJECT DESCRIPTION

This project is located at Sistrunk Street and 19th Avenue, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, to provide labor and material to construct a surface parking as per the drawings and specification given.

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

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Corey Ritchie, whose address is 914 NW 6th street, suite 200, Fort Lauderdale, FL 33311, telephone number: (954) 828-5793, and email address is critchie@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 Exhibits to this Agreement: (Plans sheets [] to [] inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.

- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No., **12491-113**, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., **12491-113**, dated _____.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

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

- a. Agreement
- 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., **12491-113**, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., **12491-113**, 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 calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within 160 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.1 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within 190 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price, which shall not exceed the amount of \$_____, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

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

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently

have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

8.8 Labor

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

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

8.8.3 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 **8 a.m. and 5:00 p.m.**, Monday through Friday.

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

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and 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, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, 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 properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from 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-Built (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.

8.21 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.

8.22 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.

- 8.23 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.
- 8.24 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.

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

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

- 8.26 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, 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.

- 8.27 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race,

color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub recipient or 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 Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime contractor signs with a subcontractor.

ARTICLE 9 – CITY’S RESPONSIBILITIES

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

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

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2019), 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.
- 10.1 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.

10.2 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 Statutes.

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.

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 the General Liability policy, 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.

10.3.6 OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

10.3.6.1 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.

10.3.6.12 Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

10.3.6.15 Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee.

This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

10.3.6.16 Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause

- Any separate Flood and/or Windstorm deductibles are subject to approval by the City. This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage, and name the City as a loss payee.

The Contractor shall, at the Contractor's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

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

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

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.
- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

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

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

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1, 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 it makes a claim therefore as provided in Articles 14 and 15.

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

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

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

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

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

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, 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 **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. 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 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 has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of 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 33301-1016

with copy to the:

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

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, 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: As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not

on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), 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 (2019), 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 (2019), as may be amended or revised.

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

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

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301-1016.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119,

Florida Statutes (2019), 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 AGREEMENT

Sistrunk Parking Lot 19 Southeast Corner of NW 6th Street and NW 19th Avenue
(Contractor)
12166

CITY

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
CHRISTOPHER J LAGERBLOOM
City Manager

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

By: _____

Print Name: _____

Print Name

Title: _____

ATTEST:

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, (NAME OF AUTHORIZED OFFICER) as _____, (TITLE OF AUTHORIZED OFFICER) for _____ (NAME OF COMPANY), a Florida _____ (TYPE OF COMPANY).

(Signature of Notary Public - State of Florida)_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

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

SISTRUNK PARKING LOT 19

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SECTION 01001 - GENERAL REQUIREMENTS**PART 1 PROJECT DESCRIPTION****1.1 GENERAL**

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

PART 2 SEQUENCE OF OPERATIONS**2.1 SCHEDULING**

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

SISTRUNK PARKING LOT 19**PROEJCT 12166**

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

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

2.2 MOBILIZATION AND DEMOBILIZATION

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

2.3 COORDINATION

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

2.5 OPERATION OF EXISTING SYSTEM PROHIBITED

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

PART 3 SITE CONDITIONS**3.1 SITE INVESTIGATION AND REPRESENTATION**

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

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work or the cost thereof under this Contract.

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

3.2 INFORMATION ON SITE CONDITIONS

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

3.3 UTILITIES

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

3.4 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

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

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

3.5 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the City. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the

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satisfaction of the property owner involved at the Contractor's own expense. Notify the City of any damaged underground structure and make repairs or replacements before backfilling.

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

3.6 EASEMENTS AND WORK ON PRIVATE PROPERTY

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

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PART 4 SAFETY AND CONVENIENCE**4.1 SAFETY AND ACCESS**

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

4.2 ACCIDENT REPORTS

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

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

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

4.4 PROTECTION OF PROPERTY**GENERAL REQUIREMENTS**

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- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least two business days in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 2 hours, unless the Contractor has made special arrangements with the affected persons.
- B. The Contractor shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the CONSULTANT ENGINEER AND CITY'S PROJECT MANAGER, and the City.

4.5 FIRE PREVENTION AND PROTECTION

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

4.6 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

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

PART 5 PRESERVATION, RESTORATION, AND CLEANUP**5.1 SITE RESTORATION AND CLEANUP**

- A. At all times during the work, keep the premises clean and orderly, and upon

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completion of the Work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace excavated areas as specified in Section 02221, Trench Excavation and Backfill, raked and graded to conform to their original contours.

5.2 FINISHING OF SITE, BORROW, AND STORAGE AREAS

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

5.3 HISTORIC PRESERVATION

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

PART 6 PERMITS**6.1 GENERAL**

- A. City has prepared the following application for the Contractor to submit and obtain Permit:
 - a. Not Applicable for this project.
- B. Permits to be obtained by the Contractor include, but are not limited to the following:
 - a. Local, County, and State contracting licenses as required.
 - b. MOT approval from local, county, and state agencies as required.
 - c. Broward County Planning and Environmental Regulation Division (BCPERD): Dewatering permit, including National Pollution Discharge Elimination System (NPDES) permit if required.
 - d. Environmental Recourse Permit if necessary.

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C. The Contractor shall comply with all applicable permit conditions.

END OF SECTION

GENERAL REQUIREMENTS

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SECTION 01005 - TECHNICAL PROVISIONS**PART 1 GENERAL****1.1 SCOPE**

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

1.2 ITEMS SPECIFIED ON DRAWINGS

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

1.3 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- A. After completion of construction, the CONTRACTOR shall provide three (3) sets of signed & sealed. As-Built Drawings with all the As-Built information; all locations, coordinates, dimensions and elevations of the constructed facilities, certified, signed and sealed thereon by a Land Surveyor registered in the State of Florida. All elevations shall refer to N.G.V.D. 29 (National Geodetic Vertical Datum of 1929) and all state plane coordinates shall be NAD 83 (with 1990 adjustment). The cost of such field layout and recording work shall be the responsibility of the CONTRACTOR. The As-Built utility information shall meet the requirements of the City of Fort Lauderdale and any other permitting agencies having jurisdiction on this project.

1.4 SALVAGE

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

1.5 POWER

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

1.6 WATER SUPPLY

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

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

1.7 MAINTENANCE

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

1.8 SITE RESTORATION

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

1.9 SANITARY FACILITIES

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

1.10 STANDARDS

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

1.11 QUALITY OF ITEMS

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

1.12 TESTING

- A. The City of Fort Lauderdale Engineering Minimum Design and Construction Standards may require that materials and equipment supplied meet given standards and testing to demonstrate conformance to the standards is a part of those standards. The cost of these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.
- B. The CONTRACTOR shall select a recognized, independent testing laboratory to make tests on concrete, asphalt, soils and other materials for the construction phase, to test for conformity with the TECHNICAL SPECIFICATIONS, FDOT and BROWARD COUNTY Construction Standards, and any other applicable testing/Quality control standards as required by all permitting agencies having jurisdiction over this project. The CONTRACTOR shall supply the necessary samples for this testing without cost to the CITY. The costs for actual testing shall be paid by the CONTRACTOR and scheduling of all required tests will be the responsibility of the CONTRACTOR.
- C. Construction in areas where installation and restoration must satisfy the additional requirements of a local, state or federal authority may require testing to demonstrate conformance. The CONTRACTOR shall ascertain the extent of testing required by regulatory agencies within these areas. The CONTRACTOR is responsible for performing such tests, including but not limited to, tests of compaction, and all costs for these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.

1.13 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities must be crossed that the pipe may be deflected up to 75% of the manufacturer's recommended limits, but shall not exceed the allowable limits of the CITY. Adequate cover shall be used to adequately clear the obstruction. However, when in the opinion of the CONSULTANT ENGINEER AND CITY'S PROJECT MANAGER, this procedure is not feasible CONSULTANT ENGINEER AND CITY'S PROJECT MANAGER

- B. may direct the use of fittings to clear a utility crossing as detailed on the Drawings. The cost of such crossing including joint restraints shall be on the basis of the schedule of pay items applied.
- C. Deflections and adjustments of the proposed water and/or sewer mains to avoid all other existing utilities shall be verified/determined in the field during construction.

1.14 BASIS OF MEASUREMENT

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

1.15 ADJUSTMENT AND RELOCATION OF EXISTING LINES

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

1.16 CONNECTION TO EXISTING SYSTEM

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

1.17 RELOCATIONS

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

1.18 UTILITIES

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

1.19 GUARANTEE

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

1.20 PERFORMANCE OF WORK

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

1.21 BARRICADING (SAFETY)

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

1.22 EMERGENCY ACCESS AND SECURITY

- A. In order to provide protection to the workers and residents, the CONTRACTOR shall maintain emergency access to the property at all times during construction. These access ways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the CITY with signage indicating that this access way is to be used by emergency vehicles only.
- B. No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the ENGINEER, and it shall be the CONTRACTOR'S responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition, the CONTRACTOR shall provide a security guard at the site whenever the CONTRACTOR'S personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operating pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the CONTRACTOR shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The CONTRACTOR shall maintain and keep all safety barricades, signage, flashers, and detours, in operating condition. A copy of the approved MOT plans, and details, shall be on site at all times.
- C. All roads are to be maintained during the described construction as to always allow Emergency Access. This item will be paid for under the bid item for Mobilization as named in the Bid Schedule.

1.23 VIBRATORY COMPACTION

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

1.24 REPORTING OF DAMAGE CLAIMS

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 SCOPE

- A. City: City of Fort Lauderdale
 - a. City's Representative/Engineer: *Shiau Ching Low, Project Manager II*, or designated representative.

1.2 NOTICE TO BIDDERS

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

1.3 SITE INVESTIGATION

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

1.4 WORK BY OTHERS

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

engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.5 WORK SEQUENCE

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

1.6 WORK SCHEDULE

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

B. REQUIRED PERIODS OF WORK SUSPENSION

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

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

C. SCHEDULE

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

- D. On-Site Work Hours: Work hours shall be defined at the pre-construction meeting and shall comply with all permit conditions. Except otherwise indicated, work shall be performed during normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday.

1.7 COMPUTATION OF CONTRACT TIME

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

1.8 CONTRACTOR USE OF PREMISES

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

1.9 PRE-CONSTRUCTION CONFERENCE

- A. After the award of Contract, a Pre-construction Work Conference will be held between the CONTRACTOR, the ENGINEER, the CITY, other interested Agencies, representatives of Utility Companies and others affected by the work.

The ENGINEER will set the time and place of this conference. The CONTRACTOR shall bring to the conference a copy of the proposed work schedule for the approval by the ENGINEER of the proposed methods and manner of executing the work including sequences of operation and time schedule. The work shall be performed in accordance with such schedule or approved amendments thereto.

1.10 UTILITY LOCATIONS

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

- a. BCPGMD : Surface Water License.
- b. BCHED : General Permit
- c. FDOT : Driveway Connection Permit
- d. DEP/SWFPWMD : Contractor's Erosion Control Plan
- e. DEP/SWFWMD : Stormwater Pollution Prevention Plan

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

- a. Local, County, and State contracting licenses.
- b. BCEPGMD: Dewatering permit, including NPDES permit if required.
- c. MOT from Broward County for Broward Boulevard/SE 1st Street intersection, MOT from City of Fort Lauderdale for SE 1st Avenue/SE 1st Street intersection and MOT from City of Fort Lauderdale for SE 1st Avenue.

1.11 LINE AND GRADE

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

1.12 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

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

1.13 EQUIPMENT

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

1.14 STORAGE SITES

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

1.15 OWNERSHIP OF EXISTING MATERIALS

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

1.16 EXCESS MATERIAL

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

1.17 AUDIO-VISUAL PRECONSTRUCTION RECORD

A. General

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

B. Digital Video Disk (DVD):

- a. DVD's shall be new. Reprocessed dvd's will not be acceptable. They shall be interchangeable with the color dvd player and shall be compatible for playback with a standard player-receiver, DVD format. Any other format must be approved by ENGINEER.
- b. CONTRACTOR shall provide the ENGINEER and the CITY with one

complete set of dvd's for the project area.

1.21 ENVIRONMENTAL PROTECTION

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

1.22 MAINTENANCE AND PROTECTION OF TRAFFIC

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

a. Construction Phasing Requirements

- i. Contractor shall arrange the schedule to close southbound and northbound traffic separately in phases to maintain minimum of 11' travel lane for each direction at all time.

B. TRAFFIC CONTROL

- a. The CONTRACTOR is required to submit a conceptual Traffic Control Plan at the Pre-Construction Conference. This preliminary plan should identify the phases of construction that the CONTRACTOR plans to proceed with and identify traffic flows during each phase. The ENGINEER will have ten (10) days to notify the CONTRACTOR of any comments. Once the conceptual plan for maintaining traffic has been approved, the CONTRACTOR will be required to submit a detailed plan showing each phase's Maintenance and Protection Plan prior to starting construction of any phase.
- b. The "Maintenance of Traffic" plan shall include pedestrian traffic as well as vehicular traffic. It shall be the responsibility of the CONTRACTOR for any necessary Construction, Pavement Marking and Signage or any Pedestrian Signalization and/or Signal Modification to accommodate an alternate safe walk route.
- c. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER.

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

1.23 MAINTENANCE AND PROTECTION OF EXISTING DRAINAGE SYSTEM

- A. It shall be the responsibility of the contractor to maintain positive drainage on the surface and to ensure that the existing underground drainage system continues to function as intended during the construction. The contractor shall follow the plans to ensure that existing catch basins and manholes are being protected during the entire phase of construction.

1.24 APPLICATION FOR PAYMENT FOR STORED MATERIALS

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

1.25 SPECIAL CONDITIONS FOR CONSTRUCTION BY OTHER AGENCIES

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT**PART 1 GENERAL****1.1 SUBMITTALS**

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

1.2 SCHEDULE OF VALUES

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

1.3 APPLICATION FOR PAYMENT

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

D. Preparation:

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

1.4 MEASUREMENT - GENERAL

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

CONSTRUCTION MANAGER.

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

1.5 PAYMENT

- s
- A. General:
 - a. Progress payments will be made monthly.
 - b. The date for CONTRACTOR's submission of monthly Application for Payment.

1.6 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - a. Loading, hauling, and disposing of rejected or unused material.
 - b. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 - c. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
 - d. Material not unloaded from transporting vehicle.
 - e. Defective Work not accepted by OWNER.
 - f. Material remaining on hand after completion of Work.

1.7 MOBILIZATION

- A. See Section 01505, Mobilization, for payment limitations. All environmental compliance matters except for erosion control system shall be included in Mobilization.
- B. Payment for mobilization will be made at an allowance price named in the Bid Schedule. Payment for mobilization will be made in equal monthly amounts during the duration of the original contract time.

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

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

1.9 HARDSCAPE DEMOLITION

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

1.10 PAVING AND DRAINAGE

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

1.11 WATER AND SEWER

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

1.12 STRUCTURES

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

1.13 AMENITIES

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

1.14 LANDSCAPING

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

1.15 ELECTRICAL

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

1.16 PERMIT FEES

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

reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the ENGINEER will be paid as part of this bid item.

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

1.17 CONSIDERATION FOR INDEMNIFICATION (OWNER/ENGINEER)

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

1.18 ALLOWANCE FOR FPL/COMCAST/AT&T

- A. Not applicable for this project.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01031 – ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.1 REQUIREMENTS

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

1.2 RELATED REQUIREMENTS

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

1.3 ALTERATIONS, CUTTING AND PROTECTION

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

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

PART 2 PRODUCTS

2.1 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

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

PART 3 EXECUTION

3.1 PERFORMANCE

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

3.2 DAMAGED SURFACES

- A. Patch and replace any portion of an existing finished surface with the exception of concrete curb or gutter which is found to be damaged, lifted, discolored, or shows other imperfections. Damaged curbing shall be replaced in sections as directed by the engineer.
 - a. Provide adequate support of substrate prior to patching the finish.

- b.
- b. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
- c. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.

3.3 TRANSITION FROM EXISTING TO NEW WORK

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

3.4 CLEANING

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

3.5 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01040 - COORDINATION**PART 1 GENERAL****1.1 SUBMITTALS**

- A. Informational
 - a. Statement of Qualification (SOQ) for land surveyor or civil engineer.
 - b. Statement of Qualification (SOQ) for professional videographer.
- B. Photographs
 - a. Color Prints
 - i. Submit two copies, accompanied by negatives or digital files, within 5 days of being taken.
 - b. Video Recordings
 - i. Submit two copies within 5 days of being taken.

1.2 UTILITY NOTIFICATION AND COORDINATION

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

- e. Telecom: AT&T – Broadband/Comcast.
 - Contact: Andy Vaspasiano.
 - Telephone: 954-266-6589 or 954-444-2833.
- f. Telecom: FP&L FiberNet.
 - Contact: Noel R. Reese.
 - Telephone: 305-552-3249 or 305-205-1283.
- g. Broward County Traffic Engineering Division (For Traffic Signal Communications Systems Underground Cable and Traffic Loops):
 - Contact: Keith Smith.
 - Telephone: 954-484-9600, ext. 227.

1.3 PROJECT MEETINGS

A. General

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

B. Preconstruction Conference

- i. Contractor shall be prepared to discuss the following subjects, as a minimum:
 - i. Required schedules.
 - ii. Status of Bonds and insurance.
 - iii. Sequence of critical path work items.
 - iv. Project changes and clarification procedures.
 - v. Use of site, access, office and storage areas, security and temporary facilities.
 - vi. Major project delivery and priorities.
 - vii. Contractor's safety plan and representative.
 - viii. Progress payment procedures.
- ii. Attendees may include but not limited to:
 - i. City's representatives

- ii. Contractor's office representative
- iii. Contractor's resident superintendent
- iv. Contractor's quality control representative
- v. Subcontractor's representatives whom Contractor may desire or City may request to attend.
- vi. Engineer's representatives.
- vii. Others as appropriate.

- c. Preliminary Schedules Acceptability Review Meeting: As required to review and finalize Preliminary Schedule.

C. Progress Meetings

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

D. Pre-installation Meetings

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

others.

E. Other Meetings

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

1.4 FACILITY OPERATIONS

- A. Continuous operation of City's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- B. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of City's operations.
- C. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items to maintain continuous operations of City's facilities.
- D. Do not close lines, open or close valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after authorization by City and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.
- E. Provide 7 days advance written request for approval of need to shut down a process or facility to City/Construction Manager.
- F. Power outages will be considered upon 48 hours written request to City. Describe the reason, anticipated length of time, and areas affected by the outage. Provide temporary provisions for continuous power supply to critical facility components.
- G. Do not proceed with Work affecting a facility's operation without obtaining City's advance approval of the need for and duration of such Work.
- H. Relocation of Existing Facilities:
 - a. During construction, it is expected that minor relocations of Work will be necessary.
 - b. If Contractor determines that in order to expedite construction of new water and or sewer mains it would be necessary to temporarily remove and replace existing water services and/or sewer service connections, he will be responsible for the removal and replacement of such service connections at his own cost and effort. The City will not provide

- c. additional compensation for any costs associated with such effort. All labor and material costs associated with means and methods of construction will be compensated as part of the bid item(s) cost submitted by the Contractor. Additionally, the Contractor will have to coordinate and inform utility owner(s) and any City resident(s) impacted by such activities and must repair such utilities in a timely manner to minimize disruption of service.
- d. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, traffic loop detectors and other necessary items.
- e. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
- f. Perform relocations to minimize downtime of existing facilities.
- g. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by City.

1.5 BYPASS PUMPING

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

1.6 PHYSICAL CONDITIONS

- A. Exercise reasonable care to verify locations of existing subsurface structures

and underground facilities.

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

1.7 ADJACENT FACILITIES AND PROPERTIES

A. Examination

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

B. Documentation

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

1.8 CONSTRUCTION PHOTOGRAPHS

- A. Photographically document all unique portions of the construction including tie-ins to existing pipelines or facilities, crossings of existing utilities, buried valve and piping intersections, and other work items that will not otherwise be visible after completion of construction.
- B. Film or file handling and development shall be done by a commercial laboratory.
- C. City and Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.
- D. Construction Progress Photos

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

E. Color Prints

- a. Minimum Size: 3-inch by 5-inch.
- b. Finish: Glossy.
- c. Label Each Print:
 - i. Project Name.
 - ii. Date and time photo was taken.
 - iii. Photographer's name.
 - iv. Caption (maximum 30 characters).
 - v. Location and area designation.
 - vi. Schedule activity number, as appropriate.
- d. Assemble in bound albums in clear plastic sleeves that facilitate viewing both front and back of each photograph.
- e. Assemble negatives in their corresponding album in clear plastic sleeves made for the purpose or on recordable CD media organized by project segment.

1.9 AUDIO-VIDEO RECORDINGS

- A. Prior to beginning Work on construction site or of a particular area of the Work, and again within 10 days following date of Substantial Completion, videograph construction site and property adjacent to construction site.
- B. In the case of preconstruction recording, no Work shall begin in the area prior to City/Construction Manager's review and approval of content and quality of video for that area.
- C. Particular emphasis shall be directed to physical condition of existing vegetation, structures, and pavements within pipeline alignment and areas adjacent to and within the right-of-way or easement, and on Contractor storage and staging areas.
- D. City/Construction Manager and Engineer shall have right to select subject matter and vantage point from which videos are to be taken
- E. Videotaping shall be by a professional commercial videographer, experienced in shooting construction videos.

F. Video Format and Quality

- a. DVD format, with sound.
- b. Video
 - i. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
 - ii. Electronically, and accurately display the month, day, year, and time of day of the recording.
- c. Audio
 - i. Audio documentation shall be done clearly, precisely, and at a moderate pace.
 - ii. Indicate date, Project name, and a brief description of the location of taping, including
 - a. Facility name;
 - b. Street names or easements;
 - c. Addresses of private property; and
 - d. Direction of coverage, including engineering stationing, if applicable.

G. Documentation

- a. Provide two copies to the City.
- b. DVD Label:
 - i. DVD number (numbered sequentially, beginning with 001).
 - ii. Project Name.
 - iii. Name of street(s) or easement(s) included.
 - iv. Applicable location by engineering stationing.
 - v. Date and time of coverage.
- c. Project DVD Log: Maintain an ongoing log that incorporates above noted label information for DVD'S on Project.

H. The Following Shall be Included with the Video Documentation

- a. Coverage is required within and adjacent to the rights-of-way, easements, storage, and staging areas where the work is being constructed.
 - b. Documentation of the conditions of the adjacent properties or any affected structures as a result of the impending construction.
 - c. Certification as to date work done and by whom.
 - d. All videos shall be keyed to the construction drawings, provided with an index and a written narrative.
- I. Preconstruction and Post-Construction Videos Shall be Submitted as follows:
- a. Preconstruction videos shall be presented to the City at the preconstruction conference.
 - b. Post-construction videos shall be submitted prior to final project closeout. This submittal is contingent to final payment.
- J. Payment for the work in this Section will be included as part of the lump sum price for mobilization/demobilization.

1.10 REFERENCE POINTS, SURVEYS, AND RECORD DRAWINGS

- A. Location and elevation of benchmarks are shown on Drawings.
- B. Contractor's Responsibilities:
- a. Provide all survey efforts required to layout the Work.
 - b. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
 - c. In event of discrepancy in data or benchmarks, request clarification before proceeding with Work.
 - d. Retain a professional land surveyor or civil engineer registered in the State of Florida who shall perform or supervise all surveying necessary for construction staking and layout and obtaining record information for as-built and record drawing preparation.
 - e. Maintain complete accurate log of survey Work as it progresses as a Record Document. The Contractor is responsible for the quality control of horizontal location and vertical elevations of the installed project.
 - f. On request of City/Construction Manager, submit documentation.
 - g. Provide competent employee(s), tools, stakes, and other equipment and materials as City/Construction Manager may require to:

- i. Establish control points, lines, and easement boundaries.
- ii. Check layout, survey, and measurement Work performed by others.
- iii. Measure quantities for payment purposes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 CUTTING, FITTING, AND PATCHING

- A. Cut, fit, adjust, or patch Work and work of others, including excavation and backfill as required, to make Work complete.
- B. Obtain prior written authorization of Engineer before commencing Work to cut or otherwise alter:
 - a. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 - b. Weather - or moisture-resistant elements.
 - c. Efficiency, maintenance, or safety of element.
 - d. Work of others.
- C. Refinish surfaces to provide an even finish.
 - a. Refinish continuous surfaces to nearest intersection.
 - b. Refinish entire assemblies.
 - c. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and Work is evident in finished surfaces.
 - i. Restore existing work, Underground Facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown.
 - ii. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.

END OF SECTION

SECTION 01045 – CUTTING AND PATCHING

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

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

1.2 RELATED REQUIREMENTS

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

1.3 SUBMITTALS

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

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

PART 2 PRODUCTS

2.1 MATERIALS

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

PART 3 EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of project from damage.
- C. Provide protection from elements for that portion of the project, which may be exposed by cutting and patching, work, and maintain excavations free from water.

3.3 PERFORMANCE

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

3.4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01050 – PROJECT MANAGEMENT

PART 1 GENERAL

1.1 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:
 - a. Coordination Drawings.
 - b. Special Project Procedures
 - c. Administrative and supervisory personnel.
 - d. Project meetings.
 - e. Requests for Information (RFIs).
- B. Related Sections include the following:
 - a. Section 01200, "Project Meetings"
 - b. Section 01311, "Construction Progress Documentation"
 - c. Section 01340, "Submittal Procedures"
 - d. Section 01780, "Contract Closeout "

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.
 - a. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

- b. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
- c. Make adequate provisions to accommodate items scheduled for later installation.
- d. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Memoranda.

- a. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - i. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.

C. Administrative Procedures

- a. Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - i. Preparation of Contractor's Construction Schedule.
 - ii. Preparation of the Schedule of Values.
 - iii. Installation and removal of temporary facilities and controls.
 - iv. Delivery and processing of submittals.
 - v. Progress meetings.
 - vi. Project closeout activities.

1.5 SUBMITTALS

A. Key Personnel Names

- a. Within 5 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site including:
 - i. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office

telephone numbers.

- ii. 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

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

B. Dimensions and Measurements

- a. 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.
- b. 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.
- c. 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:

- a. 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.
 - i. 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.
 - ii. 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

- a. All Subcontractors and Suppliers must submit, through the General Contractor to the CONSULTANT ENGINEER and CITY's PROJECT MANAGER , a statement on their individual letterhead stationery, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
 - i. Has received or reviewed a FULL set of approved plans and specifications for the project,
 - ii. 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
 - iii. 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 CONSULTANT ENGINEER and CITY's PROJECT MANAGER . 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 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure

- a. 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.
 - i. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - ii. 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

- a. Include a detailed, legible description of item needing interpretation and the following:
 - i. City Project Number
 - ii. City Project Name.
 - iii. Date.
 - iv. Name of Contractor.
 - v. RFI number, numbered sequentially.
 - vi. Specification Section number and title and related paragraphs, as appropriate.
 - vii. Drawing number and detail references, as appropriate.
 - viii. Field dimensions and conditions, as appropriate.
 - ix. 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.
 - x. Contractor's signature.
 - xi. 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.
 - xii. Identify each page of attachments with the RFI number and sequential page number.

C. Software-Generated RFIs

- a. Software-generated form with substantially the same content as indicated above.
 - i. Word Template is available upon request from the CONSULTANT ENGINEER and CITY's PROJECT MANAGER's Office.
 - ii. Attachments shall be electronic files in Adobe Acrobat PDF format.

- D. Engineer's Action. Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
- a. The following RFIs will be returned without action:
 - i. Requests for approval of submittals.
 - ii. Requests for approval of substitutions.
 - iii. Requests for coordination information already indicated in the Contract Documents.
 - iv. Requests for adjustments in the Contract Time or the Contract Sum.
 - v. Requests for interpretation of Engineer's actions on submittals.
 - vi. Incomplete RFIs or RFIs with numerous errors.
 - b. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
 - c. 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."
 - i. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- F. RFI Log.
- a. Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
 - i. Project name.
 - ii. Name and address of Contractor.
 - iii. RFI number including RFIs that were dropped and not submitted.
 - iv. RFI description.
 - v. Date the RFI was submitted.

- vi. Date Engineer's response was received.
- vii. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01060 – REGULATORY REQUIREMENTS & PERMITS**PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED**

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

1.2 RELATED REQUIREMENTS

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

1.3 MEASUREMENT AND PAYMENT

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

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

SECTION 01070 – ABBREVIATIONS OF INSTITUTIONS

PART 1 GENERAL

1.1 GENERAL

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

1.2 ABBREVIATIONS

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

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

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01090 – REFERENCE STANDARDS

PART 1 GENERAL

1.1 GENERAL

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

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.
- B. References herein to "Building Code" shall mean "Florida Building Code". References to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric

Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.

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

1.3 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format. The Specifications are organized into Divisions and Sections using the CSI/CSC's "MasterFormat" numbering system.
 - a. Section Identification
 - i. 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.
 - b. Division 01
 - i. Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content
 - a. 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:

- i. 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.
- ii. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.4 REGULATIONS RELATED TO HAZARDOUS MATERIALS

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01152 – APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 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:
 - a. Division 01 Section "Alteration Project Procedures" for administrative procedures for handling changes to the Contract.
 - b. Division 01 Section "Measurement and Payment" for administrative requirements governing use of unit prices.
 - c. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

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.
 - a. 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.
 - b. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - c. 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.
 - i. Differentiate between items stored on-site and items stored off-site. For items stored off-site include evidence of insurance or bonded warehousing.
 - d. 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.

- e. 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.
- f. 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.
- g. 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 Condition's expense, at Contractor's option.
- h. 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 an update construction schedule.
- D. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
 - a. 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).
 - b. EXAMPLE:
 - i. 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.
 - ii. 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.

- E. For each payment application requesting payment for undergrounding allowance for undergrounding work for overhead utilities, written authorization of payment from each utility being requested must be received with payment application.
- F. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- G. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- H. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- I. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
 - a. 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.
 - b. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - c. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- J. Release of Lien. With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - a. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
 - b. When an application shows completion of an item, submit final release of lien.
 - c. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- K. Initial Application for Payment. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - a. List of subcontractors.
 - b. Schedule of Values.

- c. Contractor's Construction Schedule (preliminary if not final).
 - d. Products list.
 - e. Submittals Schedule (preliminary if not final).
 - f. List of Contractor's staff assignments.
 - g. Copies of building permits.
 - h. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - i. Initial progress report.
 - j. Report of preconstruction conference.
- L. Final Payment Application. Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
- a. Evidence of completion of Project closeout requirements.
 - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - c. Updated final statement, accounting for final changes to the Contract Sum.
 - d. Evidence that claims have been settled.
 - e. Final liquidated damages settlement statement.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01200 – PROJECT MEETINGS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

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

1.2 RELATED REQUIREMENTS

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

1.3 PRE-CONSTRUCTION MEETING

- A. Schedule after date of Notice to Proceed.
- B. Location. A central site, convenient for all parties, designated by CITY's Representative.

C. Attendance:

- a. The CONTRACTOR and its superintendent.
- b. CONSULTANT ENGINEER and CONSULTANT ENGINEER'S professional consultants.
- c. Resident Project Representative.
- d. Representatives of the OWNER.
- e. Major subcontractors.
- f. Major Suppliers.
- g. Governmental representatives as appropriate.
- h. Others as requested by CONTRACTOR, CITY or CONSULTANT ENGINEER AND CITY'S PROJECT MANAGER.

D. Suggested Agenda:

- a. Distribution and discussion of:
 - i. List of major subcontractors and suppliers.
 - ii. Projected Construction Schedules.
 - iii. Shop drawings and other submittals.
 - iv. Traffic maintenance plan.
 - v. Community Public Relations.
- b. Critical work sequencing.
- c. Procurement of major equipment and materials requiring a long lead time.
- d. Project Coordination
 - i. Designation of responsible personnel.
- e. Procedures and processing of:
 - i. Field decisions.
 - ii. Proposal requests.
 - iii. Submittals.

- iv. Change Orders.
- v. Applications for Payment
- f. Adequacy of distribution of Contract Documents.
- g. Procedures for maintaining Record Documents.
- h. Use of premises:
 - i. Office, work and storage areas.
 - ii. CITY's requirements.
- i. Construction facilities, controls and construction aids.
- j. Temporary utilities.
- k. Safety procedures.
- l. Security procedures.
- m. Housekeeping procedures.

1.4 PROGRESS MEETINGS

- A. Contractor shall schedule regular biweekly meetings on a day established by the CITY's Representative as required.
- B. Hold called meetings as required by progress of the work.
- C. Location of the meetings. Project field office of CITY's Representative.
- D. Attendance:
 - a. CITY's Representative and CITY's professional consultants as needed.
 - b. ENGINEER.
 - c. Subcontractors as active on the site.
 - d. Suppliers as appropriate to the agenda.
 - e. Governmental representatives as appropriate.
 - f. Others, as requested by CONTRACTOR, CITY or CONSULTANT ENGINEER AND CITY'S PROJECT MANAGER .
- E. Suggested Agenda:
 - a. Review, approval of minutes of previous meeting.

- b. Review of work progress since previous meeting.
- c. Field observations, problems, and conflicts.
- d. Problems, which impeded Construction Schedule.
- e. Review of off-site fabrication, delivery schedules.
- f. Corrective measures and procedures to regain projected schedule.
- g. Revisions to Construction Schedule.
- h. Progress, schedule, during succeeding work period.
- i. Coordination of schedules.
- j. Community Public Relations.
- k. Review submittal schedules; expedite as required.
- l. Maintenance of quality standards.
- m. Pending changes and substitutions.
- n. Review proposed changes for:
 - i. Effect on Construction Schedule and on completion date.
 - ii. Effect on other contracts of the Project.
- o. Other business.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01311 – 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:
 - a. Preliminary Construction Schedule.
 - b. Contractor's Construction Schedule.
 - c. Submittals Schedule.
 - d. Daily construction reports.
 - e. Material location reports.
 - f. Field condition reports.
 - g. Special reports.
- B. Related Sections include the following:
 - a. Section 01152 – Applications for Payment
 - b. Section 01050 – Project Management
 - c. Section 01340 – Submittal Procedures
 - d. Section 01311 – Construction Photographs
 - e. Section 01400 – Quality Control

1.3 DEFINITIONS

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

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

1.4 SUBMITTALS

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

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

1.5 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - a. Secure time commitments for performing critical elements of the Work from parties involved.

- b. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

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.
 - a. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - b. Initial Submittal. Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 20 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - i. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 - c. Final Submittal. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

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

- d. Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - e. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
- D. Constraints. Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- a. City-Furnished Products. Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - b. Work Restrictions. Show the effect of the following items on the schedule:
 - i. Use of premises restrictions.
 - ii. Environmental control.
 - c. Work Stages. Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - i. Subcontract awards.
 - ii. Submittals.
 - iii. Purchases.
 - iv. Fabrication.
 - v. Sample testing.
 - vi. Deliveries.
 - vii. Installation.
 - viii. Tests and inspections.
 - ix. Adjusting.
 - x. Curing.
- E. Milestones. Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion, and Certificate of Occupancy.
- F. Contract Modifications. For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

G. Computer Software. Prepare schedules using a program that has been developed specifically to manage construction schedules.

a. Microsoft Project 2000 or Oracle Primavera .

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 10 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

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

2.4 REPORTS

A. Daily Construction Reports. Prepare a daily construction report recording the following information concerning events at Project site:

- a. List of subcontractors at Project site.
- b. List of separate contractors at Project site.
- c. Approximate count of personnel at Project site.
- d. Equipment at Project site.
- e. Material deliveries.
- f. High and low temperatures and general weather conditions.
- g. Accidents.
- h. Meetings and significant decisions.
- i. Unusual events (refer to special reports).
- j. Stoppages, delays, shortages, and losses.
- k. Emergency procedures.
- l. Orders and requests of authorities having jurisdiction.
- m. Change Orders received and implemented.
- n. Construction Change Directives received and implemented.
- o. Services connected and disconnected.

- p. Equipment or system tests and startups.
 - q. Partial Completions and occupancies.
 - r. Substantial Completions authorized.
- B. Material Location Reports. At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports. Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 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.
- a. 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.
 - b. 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.
 - c. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution. Distribute copies of approved schedule to Engineer, City Representative, separate contractors, testing and inspecting agencies, and

other parties identified by Contractor with a need-to-know schedule responsibility.

- a. Post copies in Project meeting rooms and temporary field offices.
- b. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01312 - FIELD ENGINEERING**PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED**

- A. CONTRACTOR shall provide and pay for field Engineering and Survey services required for the project.
- B. CITY PROJECT MANAGER will identify existing control points and property line corner stakes indicated on the DRAWINGS, as required.

1.2 QUALIFICATIONS OF SURVEYOR

- A. Qualified Registered Professional Surveyor & Mapper, acceptable to CITY PROJECT MANAGER.

1.3 SURVEY REFERENCE POINTS

- A. CITY PROJECT MANAGER will provide basic horizontal and vertical control points for the construction project including:
 - a. Permanent coordinate reference points with horizontal and vertical control, located and staked as shown on the plans.
- B. The CONTRACTOR shall locate and protect control points prior to starting site construction WORK and preserve all permanent reference points during construction.
 - a. Make no changes or relocations without prior written notice to CITY PROJECT MANAGER.
 - b. Report to CITY PROJECT MANAGER when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
 - c. CONTRACTOR's surveyor shall replace project control points which may be lost or destroyed.
 - i. Establish replacements based on original survey control.

1.4 PROJECT SURVEY REQUIREMENTS

- A. CONTRACTOR's surveyor shall establish a minimum of two permanent benchmarks on site, referenced to data established by survey control points.
- B. CONTRACTOR shall establish lines and levels, locate and lay out, prepare a HORIZONTAL AND VERTICAL CONTROL PLAN for the purpose of construction staking by instrumentation and similar appropriate means:
 - a. Stakes for grading and fill placement.

- b. Controlling lines and levels as required.
- C. From time to time, verify layouts by same methods.
- D. Horizontal and vertical control plan shall be made available to CITY PROJECT MANAGER in ACAD 2017 format or most current release.
- E. Any plan released to the CONTRACTOR via electronic media is for as-built use only. They have not been geometrically calculated by a Surveyor. This applies to all aspects of the plans including, but not limited to, right-of-way, road utilities and drainage.

1.5 RECORDS

- A. Maintain a complete, accurate log of all control and survey WORK as it progresses.
- B. On completion of construction WORK, prepare a certified survey showing all dimensions, locations and elevations of project.

1.6 SUBMITTALS

- A. Submit name and address of Professional Surveyor & Mapper and Professional Engineer to CITY PROJECT MANAGER.
- B. On request of CITY PROJECT MANAGER, submit documentation to verify accuracy of field Engineering WORK.
- C. Submit certificate signed by Registered Engineer or Professional Surveyor & Mapper certifying that elevation and locations of WORK are in conformance, or non-conformance, with Contract Documents.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01320 - PROJECT RECORD DOCUMENTS**PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED**

- A. Maintain at the site of the OWNER a record copy of:
 - a. DRAWINGS.
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other modifications to the Contract.
 - e. Approved Shop DRAWINGS, Product Data and Samples.
 - f. Field Test Records.
 - g. Stormwater Pollution Prevention Plan (SWPPP)

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction:
 - a. Provide files and racks for storage of documents.
 - b. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by OWNER and CITY PROJECT MANAGER.

1.3 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color cod designated by CITY PROJECT MANAGER.

1.4 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.

- B. Record information concurrently with construction progress. Do not conceal any WORK until required information is recorded.
- C. DRAWINGS: Legibly mark to record actual construction: (hard copy and ACAD format)
 - a. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - b. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - c. Field changes of dimension and detail.
 - d. Changes made by Field Order or by Change Order.
 - e. Details not on original Contract DRAWINGS.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - a. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
 - b. Changes made by Field Order or by Change Order.

1.5 AS-BUILT AND RECORD DRAWINGS

- A. The term 'AS-BUILT DRAWING' refers to drawings signed and sealed by a Florida registered surveyor and mapper (PSM) provided by the CONTRACTOR. As-built information will be provided to the Engineer of Record who will prepare or have prepared record drawings based on as-built information provided by the PSM and from information provided by the engineer's staff.
- B. The as-built drawings cover sheet will be signed, sealed and dated by the PSM. The cover sheet will include the PSM's name, business name, PSM number, address and telephone number and contain the following statement:

"I hereby certify that the as-built location information of the potable water, reclaimed water, wastewater and drainage facilities shown on these drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 5J-17.050(10)(i) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of our knowledge and belief."
- C. As-builts will contain the information on the design drawings, plus the following additional requirements:
 - a. As-builts are to document changes between the design and construction. All information that is incorrect due to changes during construction will be

corrected. Incorrect or no longer relevant information will be erased or struck through. Any facilities constructed in a horizontal or vertical location materially different (one-tenth foot horizontal, one-tenth foot vertical) than the design location will have their design location struck through and will be redrafted at the constructed location. Design drawing dimensioning to water and wastewater facilities will be corrected as necessary.

- b. Drawings will be a complete set including cover sheet, index (if one was included in the approved design drawings) and any other sheets included in the approved design set. Standard detail sheets are not necessary.
 - c. Drawings will include the MINIMUM AS-BUILT AND RECORD DRAWING CONTENTS described in the City of Fort Lauderdale minimum standards.
- D. The CONTRACTOR shall maintain full size (24"x36") field drawings to reflect the "as-built" items of WORK as the WORK progresses. Upon completion of the WORK, the CONTRACTOR shall prepare a record set of "AS-BUILT" DRAWINGS on full-size, reproducible material and an electronic file in .DWG format (AutoCAD, latest Version). One set of full size design DRAWINGS on reproducible material will be furnished to the CONTRACTOR by the design ENGINEER at the current square foot price. An electronic file of the design DRAWINGS on a compact disk will be furnished to the CONTRACTOR by the design ENGINEER at no additional cost (for as-built purposes only). No additional payment will be made for those "as-built" DRAWINGS.
- E. The cost of maintaining record changes, and preparation of the AS-BUILT DRAWINGS shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the CITY PROJECT MANAGER the reproducible AS-BUILT DRAWINGS and electronic files. The completed AS-BUILT DRAWINGS shall be delivered to the CITY PROJECT MANAGER at least 48 hours prior to final inspection of the WORK. The Final Inspection will not be conducted unless the AS-BUILT DRAWINGS are in the possession of the CITY PROJECT MANAGER.
- F. The completed AS-BUILT DRAWINGS shall be certified by a Professional Surveyor and Mapper registered in the State of Florida. This certification shall consist of the surveyor's embossed seal bearing the registration number, the surveyor's signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor. The final as-builts shall also be submitted using state plane coordinates. (NAVD 1988 for vertical; NAD '83 with '90 adjustment for horizontal).
- G. Representative items of WORK that should be shown on the record DRAWINGS as verified, changed or added are shown below:
 - a. Plans:
 - i. Structure types, location with grade of rim and flow-line elevations.
 - ii. Sewer type, length, size and elevations.

- iii. Utility type, length, size and elevation in conflict structures.
 - iv. All maintenance access structures, valves and hydrants within right-of-way.
 - v. Spot (critical) elevations at plateaued intersections. (P.C., P.T., and mid point of all intersections, etc.)
 - vi. Sewer laterals shall be stationed between maintenance access structures.
- b. Pavement Marking and Signing Plans: Sign location where installed if different from plans.
- c. Water and Sewer Plans: Location (horizontal and vertical) of all pipe lines, structures, fittings, services, valves and appurtenances, and water main / sanitary sewer pipe crossings.
- H. The CONTRACTOR shall submit three sets of progress AS-BUILT DRAWINGS with each application for payment. These DRAWINGS shall accurately depict the WORK completed and for which payment is being requested.
- I. The term 'RECORD DRAWING' refers to the final drawing set signed and sealed by the Engineer of Record. The Engineer of Record will prepare or have prepared record drawings based on as-built information provided by a PSM and from information provided by the engineer's staff. The Engineer of Record shall retain the signed and sealed 'as-built' drawings provided by the PSM with the other project records for possible review by CITY upon request. RECORD DRAWING shall meet the requirements of the Contract Documents.
- J. AS-BUILT and RECORD DRAWINGS shall include the following contents at a minimum.
- a. The amount of information required on as-built and record drawings will require the drawing author to organize its presentation in order to make the drawings readable. On occasion, it may be necessary to put water and wastewater information on separate sheets, and/or use a table to show coordinate information.
 - b. Show the location of easements used by the water and wastewater facilities.
 - c. Indicate pipe joint locations where water and wastewater or reclaimed water piping crosses.
 - d. Indicate the length of gravity wastewater piping and actual slope between manhole centers.
 - e. Show all abandoned in place facilities including the extent and method of abandonment.
 - f. Show elevations to the nearest tenth of a foot for:

- i. Top of pipe for water mains, force mains and reclaimed water mains at vertical deflection points and every 200 feet along straight runs.
 - ii. Top of pipe of water or wastewater facilities where they cross all other facilities (drainage, telephone, cable TV, electric, etc.)
- g. Show elevations to the nearest one hundredth of a foot for:
 - i. Manholes (MH) rims.
 - ii. Inverts of every gravity wastewater pipe and force main connections to MH.
 - iii. Lift station top of slab, bottom of wet well, influent pipe invert and control set points.
- h. Coordinates will be provided for CITY maintained facilities, including:
 - i. Water mains, force mains and reclaimed water mains at deflection points and every 200 feet along straight runs.
 - ii. The center of each MH, fitting, valve, blow off, hydrant, water meter box, wastewater cleanout, lift station wetwell, double detector check or other non-pipe water or wastewater facility.
 - iii. The location of each connection to existing facilities.
 - iv. The corners (vertices) of all easements being granted to the CITY as a part of the project.
 - v. Other locations designated by CITY.
- i. Show the changed location of any non-water/wastewater features so they are at the visually correct location relative to CITY maintained facilities.
- j. Drawings shall include color photographs of all connections to existing CITY infrastructure as well as all critical utility crossings and where specifically required on the design drawings. The pictures will be taken with a GPS camera that automatically geotags the picture. A maximum of six photographs per sheet is acceptable. Each photograph shall have a minimum size of 8"x10". Photographs shall have a density of 3.0 megapixel or greater. Plot resolution is to be minimum 300 dots per inch. Photographs shall normally be taken from a point between four feet (4') and six feet (6') above the subject infrastructure and shall show good detail in both shadow and sunlit areas. Include a measuring device in the photo for scale and where applicable to indicate the depth or separation of the utilities. A symbol (i.e. an arrow) is to be used in the plan views indicating the location and direction of view for each photograph submitted. The symbol must include the photograph number. A caption under each photograph shall include the following information:

- i. Photograph number
 - ii. Photograph description
 - iii. Date of photograph
 - iv. Location and direction of view (for example 201 NW 34 Street looking North)
 - v. State plane coordinates
 - vi. All photographs included in the drawings will also be provided to CITY in JPEG format on CD or DVD media. The CD or DVD will be labeled with the CITY project name and number. Individual photo files will be named using the same photograph number contained in the drawings.
- k. The size and material of the piping shall be verified by the survey crew at the time of as-built.
- l. As-builts of all drainage lines shall include the following information:
- i. Rims, inverts, length of piping between structures, length of exfiltration trench, and weir elevations if applicable.
 - ii. The size and material of the piping shall be verified by the survey crew at the time of as-built.
- m. As-builts for the edge of pavement and sidewalk locations shall include horizontal locations and shall indicate all deviations from the design plans.
- n. All rock as-builts for parking lot, roadways and swales areas shall consist of the following:
- i. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.
 - ii. Rock as-builts shall be taken at all locations where there is a finish grade elevation shown on the design plans.
 - iii. All catch basin and maintenance access structure rim elevations shall be shown.
 - iv. Elevations around island areas will also be required.
 - v. As-builts shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

- i. Note: Rock as-builts required prior to paving. Consultant shall review rock as-builts within five days of receipt.
- o. Lake and canal bank as-builts shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 lf, unless otherwise specified. As-builts shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing.
- p. Retention area as-built elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well.
- q. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the as-builts. The CITY PROJECT MANAGER may request additional as-built information to verify horizontal or vertical locations.

1.6 SUBMITTAL

- A. Submittals of final AS-BUILT DRAWINGS shall be made at the completion of
 - a. the water system;
 - b. the sewer system;
 - c. the entire project.

As-builts shall also be submitted with monthly pay requests. At Contract closeout, deliver all Record Documents to CITY PROJECT MANAGER, for presentation to the OWNER.

- B. A complete set of AS-BUILT DRAWINGS shall be prepared and delivered to the CITY PROJECT MANAGER. WORK shall be performed by a Registered Professional Surveyor and Mapper shall include, but not be limited to the following:
 - a. Valve boxes, splice boxes, pull boxes, all underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, sanitary sewer lines and structures, finished necessary grades, benches, curbs, fences, walls, signs, light fixtures and other items as necessary in accordance with CITY Record Plan/As-built plan requirements.
- C. Accompany submittal with transmittal letter in duplicate, containing:
 - a. Date.
 - b. Project title and number.

- c. CONTRACTOR's name and address.
- d. Title and number of each Record Document.
- e. Signature of CONTRACTOR or authorized representative.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01340 – 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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - a. Section 01152, Applications for Payment
 - b. Section 01050, Project Management
 - c. Section 01311, Construction Progress Documentation
 - d. Section 01340, Construction Photographs
 - e. Section 01400, Quality Control
 - f. Section 01700, Contract Closeout
 - g. Section 01720, Project Record Documents
 - h. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

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

1.4 SUBMITTAL PROCEDURES

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

- b. 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.
 - i. City reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule. Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time. Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - a. 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.
 - b. Intermediate Review. If intermediate submittal is necessary, process it in same manner as initial submittal.
 - c. Resubmittal Review. Allow 10 days for review of each resubmittal.
- D. Identification. Place a permanent label or title block on each submittal for identification.
 - a. Indicate name of firm or entity that prepared each submittal on label or title block.
 - b. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by City.
 - c. Include the following information on label for processing and recording action taken:
 - i. Project name.
 - ii. Date
 - iii. Name and address of Contractor.
 - iv. Name and address of subcontractor.
 - v. Name and address of supplier.
 - vi. Name of manufacturer.

- vii. Submittal number or other unique identifier, including revision identifier.
 - a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - viii. Number and title of appropriate Specification Section.
 - ix. Drawing number and detail references, as appropriate.
 - x. Location(s) where product is to be installed, as appropriate.
 - xi. General Contractor's stamp of approval must be on all submittals, indicating that the Contractor has reviewed and approved prior to submitting to the City.
- E. Deviations. Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies. Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- G. Transmittal. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
- a. Transmittal Form. Provide locations on form for the following information:
 - i. Project name.
 - ii. Date.
 - iii. Destination (To:).
 - iv. Source (From:).
 - v. Names of subcontractor, manufacturer, and supplier.
 - vi. Category and type of submittal.
 - vii. Submittal purpose and description.
 - viii. Specification Section number and title.
 - ix. Drawing number and detail references, as appropriate.

- x. Transmittal number, numbered consecutively.
 - xi. Remarks.
 - xii. Signature of transmitter.
- H. Resubmittals. Make resubmittals in same form and number of copies as initial submittal.
 - a. Note date and content of previous submittal.
 - b. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - c. Resubmit submittals until they are marked "Approved as submitted" or "Approved as noted".
- I. Distribution. Furnish copies of final submittals to manufacturers, subcontractors, suppliers, Fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction. Use only final submittals with mark indicating "Approved as submitted" or "Approved as noted" by Engineer.

PART 2 PRODUCTS

2.1 ACTION SUBMITTALS

- A. General. Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data. Collect information into a single submittal for each element of construction and type of product or equipment.
 - a. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - b. Mark each copy of each submittal to show which products and options are applicable.
 - c. Include the following information, as applicable:
 - i. Manufacturer's written recommendations.
 - ii. Manufacturer's product specifications.
 - iii. Manufacturer's installation instructions.

- iv. Standard color charts.
 - v. Manufacturer's catalog cuts.
 - vi. Wiring diagrams showing factory-installed wiring.
 - vii. Printed performance curves.
 - viii. Operational range diagrams.
 - ix. Mill reports.
 - x. Standard product operation and maintenance manuals.
 - xi. Compliance with specified referenced standards.
 - xii. Testing by recognized testing agency.
 - xiii. Application of testing agency labels and seals.
 - xiv. Notation of coordination requirements.
- d. Submit Product Data before or concurrent with Samples.
 - e. Number of Copies. Submit five copies of Product Data, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- a. Preparation. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - i. Dimensions.
 - ii. Identification of products.
 - iii. Fabrication and installation drawings.
 - iv. Roughing-in and setting diagrams.
 - v. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - vi. Shopwork manufacturing instructions.
 - vii. Templates and patterns.
 - viii. Schedules.

- ix. Design calculations.
 - x. Compliance with specified standards.
 - xi. Notation of coordination requirements.
 - xii. Notation of dimensions established by field measurement.
 - xiii. Relationship to adjoining construction clearly indicated.
 - xiv. Seal and signature of professional engineer if specified.
 - xv. Wiring Diagrams. Differentiate between manufacturer-installed and field- installed wiring.
- b. Sheet Size. Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).
- c. Number of Copies. Submit five opaque copies of each submittal. City will retain three copies; remainder will be returned.
- D. Samples. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- a. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - b. Identification. Attach label on unexposed side of Samples that includes the following:
 - i. Generic description of Sample.
 - ii. Product name and name of manufacturer.
 - iii. Sample source.
 - iv. Number and title of appropriate Specification Section.
 - c. 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.
 - i. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - ii. Samples not incorporated into the Work, or otherwise designated

as City's property, are the property of Contractor.

- d. 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.
 - i. Number of Samples. Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. City will return submittal with options selected.
- e. 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.
 - i. Number of Samples. Submit three sets of Samples. City will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - b. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List. As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - a. Type of product. Include unique identifier for each product.
 - b. Number and name of room or space.
 - c. Location within room or space.
 - d. Number of Copies. Submit five copies of product schedule or list, unless otherwise indicated. City will return two copies.
 - i. Mark up and retain one returned copy as a Project Record Document.

- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule. Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment. Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values. Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List. Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - a. Name, address, and telephone number of entity performing subcontract or supplying products.
 - b. Number of Copies. Submit four copies of subcontractor list, unless otherwise indicated. City will return two copies.
 - i. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General. Prepare and submit Informational Submittals required by other Specification Sections.
 - a. Number of Copies. Submit two copies of each submittal, unless otherwise indicated. City will not return copies.
 - b. Certificates and Certifications. Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - c. Test and Inspection Reports. Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings. Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule. Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Installer Certificates. Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents

and, where required, is authorized by manufacturer for this specific Project.

- E. Product Certificates. Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates. Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. Material Test Reports. Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- H. Field Test Reports. Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- I. Insurance Certificates and Bonds. Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- J. Construction Photographs. Comply with requirements specified in Section 01380.

PART 3 EXECUTION

3.1 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:
 - a. Approved as submitted
 - b. Approved as noted

- c. Revise and resubmit
- d. Rejected.
- C. Informational Submittals. Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 01380 – CONSTRUCTION PHOTOGRAPHS**PART 1 GENERAL****1.1 GENERAL**

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

1.2 RELATED REQUIREMENTS

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

1.3 PHOTOGRAPHY REQUIRED

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

1.4 COSTS OF PHOTOGRAPHY

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

1.5 DIGITAL PHOTOGRAPHY

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

PART 2 PRODUCTS**2.1 PRINTS**

- A. Color:
 - a. Paper: Single weight, color print paper.
 - b. Finish: Smooth surface, glossy.
 - c. Size: 8-inch x 10-inch.
- B. Identify each print on back, listing:
 - a. Name of Project.
 - b. Specific Location.
 - c. Date and time of exposure.
 - d. Name and address of photographer.
 - e. Photographer's numbered identification of exposure.

PART 3 EXECUTION

3.1 TECHNIQUE

- A. Factual presentation.
- B. Correct exposure and focus.
 - a. High resolution and sharpness.
 - b. Maximum depth-of-field.
 - c. Minimum distortion.

3.2 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
- B. Photographs shall include aerial photographs showing the entire construction area.

3.3 DELIVERY OF PRINTS

- A. Deliver prints to the ENGINEER to accompany each Application for Payment.
- B. Distribution of prints as soon as processed, is anticipated to be as follows:
 - a. OWNER (one set).
 - b. ENGINEER (two sets).

- c. Project Record File (one set to be stored by CONTRACTOR).
- d. CONTRACTOR (one set).

3.4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01400 – QUALITY CONTROL

PART 1 GENERAL

1.1 DEFINITION

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

1.2 INSPECTION AT PLACE OF MANUFACTURE

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

1.3 SAMPLING AND TESTING

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

1.4 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
 - a. CONTRACTOR shall appoint, employ, and pay for services of an independent firm to perform inspection and testing.
 - b. The independent testing firm will perform inspections, testings and other services specified in individual specification sections and as required by the

ENGINEER or OWNER.

- c. Reports will be submitted to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- d. The CONTRACTOR shall cooperate with the OWNER and independent testing firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
- e. The CONTRACTOR shall notify ENGINEER and any applicable permitting agencies 48 hours prior to the expected time for operations requiring inspection and laboratory testing services, so they can be present at the time of testing
- f. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
- g. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of all sampling and testing shall be included in the Contract Price.
- h. CONTRACTOR shall bear all costs incurred should the materials for testing not be ready for testing at time specified/scheduled by CONTRACTOR for test.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 INSTALLATION

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

END OF SECTION

SECTION 01410 – TESTING LABORATORY SERVICES**PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED**

- A. CONTRACTOR will employ and pay for the services of an Independent Testing laboratory to perform all required testing: (All required testing services under the Contract and Permit Documents shall be provided by the CONTRACTOR through an independent testing firm.
 - a. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 - b. Employment of the laboratory by the CONTRACTOR for specific testing shall in no way relieve the CONTRACTOR's obligations to perform the work of the Contract as specified.
 - c. The tests to be provided by the CONTRACTOR shall include, but not be limited to, the following
 - i. Density
 - ii. Proctor
 - iii. Limerock Bearing Ratio (LBR)
 - iv. Carbonate Content
 - v. Gradation
 - vi. Plastic Index and Liquid Limit
 - vii. Organic Content
 - viii. Concrete Compressive Strength and Slump
 - ix. Asphalt Extraction
 - x. Any other tests as required to satisfy an permitting agency requirements.

- B. CONTRACTOR shall pay for all required testing, including bacteriological testing.

1.2 RELATED REQUIREMENTS

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

1.3 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E-329.
- C. Authorized to operate in the state in which the project is located.
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment
 - a. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - i. National Bureau of Standards.
 - ii. Accepted values of natural physical constants.

1.4 LABORATORY DUTIES

- A. Cooperate with OWNER's Representative and CONTRACTOR; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - a. Comply with specified standards.
 - b. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify OWNER's Representative and CONTRACTOR of observed irregularities of deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to OWNER's Representative, OWNER, CONTRACTOR, and one copy to Record Document File. Each report shall include:
 - a. Date issued.
 - b. Project title, OWNER'S project number and Parcel number.
 - c. Testing laboratory name, address and telephone number.
 - d. Name and signature of laboratory inspector.
 - e. Date and time of sampling or inspection.

- f. Record of temperature and weather conditions.
 - g. Date of test.
 - h. Identification of fill product and specification section.
 - i. Location of sample or test in the project area (i.e. station and offset or other relevant dimensioning).
 - j. Type of inspection or test.
 - k. Results of tests and compliance with Contract Documents.
 - l. Interpretation of test results, when requested by OWNER's Representative.
- E. Perform additional tests as required by the OWNER's Representative.

1.5 LIMITATION OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
- a. Release, revoke, alter or enlarge on requirements of Contract documents.
 - b. Approve or accept any portion of the work.
 - c. Perform any duties of the CONTRACTOR.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to work.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes, which require control by the Testing Laboratory.
- D. Furnish copies of Products test reports as required.
- E. Furnish incidental labor and facilities:
 - a. To provide access to work to be tested.
 - b. To obtain and handle samples at the project site or at the source of the product to be tested.
 - c. To facilitate inspections and tests.
 - d. For storage of test samples.

- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - a. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01505 – MOBILIZATION**PART 1 GENERAL****1.1 GENERAL**

- A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
- a. Moving on to the site of all CONTRACTOR's equipment required for first month operations.
 - b. Installing temporary construction power, wiring, and lighting facilities.
 - c. Developing construction water supply.
 - d. Providing field office trailers for the CONTRACTOR, complete with all specified furnishings and utility services including telephones, telephone appurtenances, and copying machine.
 - e. Providing all on-site communication facilities, including telephones and radio pagers.
 - f. Providing on-site sanitary facilities and potable water facilities.
 - g. Arranging for and erection of CONTRACTOR's work, site access, and storage.
 - h. Obtaining all required permits (including Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) permits as needed).
 - i. Having all OSHA required notices and establishment of safety programs.
 - j. Having the CONTRACTOR's superintendent at the job site full time.
 - k. Submitting initial submittals.
 - l. Audio-Visual preconstruction record as described in Section 01010.
 - m. Project identification and signs.

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION****3.1 PAYMENT FOR MOBILIZATION**

- A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization or any part thereof will be approved for payment under the Contract

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

END OF SECTION

SECTION 01510 – TEMPORARY UTILITIES**PART 1 GENERAL****1.1 GENERAL REQUIREMENTS**

- A. Types. The types of utility services required for general temporary use at the project site include the following:
- a. Water service (potable for certain uses)
 - b. Storm sewer
 - c. Sanitary sewer
 - d. Electric power service
 - e. Telephone service
- B. It shall be the CONTRACTOR's responsibility to provide equipment that is adequate for the performance of the WORK under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safety and efficiently performing the required WORK, and shall be subject to inspection and approval by the OWNER's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.

1.2 JOB CONDITIONS

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

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION****3.1 INSTALLATION OF POWER DISTRIBUTION SYSTEM**

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

3.2 INSTALLATION OF LIGHTING

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

3.3 WATER SUPPLY

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

3.4 INSTALLATION OF SANITARY FACILITIES

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

3.5 INSTALLATION OF FIRE PROTECTION

- A. Fire Protection. The construction of the WORK shall be connected with the CONTRACTOR's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the WORK, and responsible persons shall be designated and instructed in the operation such fire apparatus so as

to prevent or minimize the hazard of fire. The CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

3.6 INSTALLATION OF COMMUNICATIONS

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

3.7 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01520 – CONSTRUCTION AIDS**PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED**

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

1.2 RELATED REQUIREMENTS

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

PART 2 PRODUCTS**2.1 MATERIALS, GENERAL**

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

2.2 CONSTRUCTION AIDS

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

PART 3 EXECUTION**3.1 PREPARATION**

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

3.2 GENERAL

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

3.3 REMOVAL

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

3.4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01530 – PROTECTION OF EXISTING FACILITIES

PART 1 GENERAL

1.1 GENERAL

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

1.2 RIGHTS-OF-WAY

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

1.3 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking, or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed

by the CONTRACTOR shall be accurately restored after all streets or roadway resurfacing has been completed.

1.4 RESTORATION OF PAVEMENT

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

1.5 EXISTING UTILITIES AND IMPROVEMENTS

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

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

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

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

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

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

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

1.7 NOTIFICATION BY THE CONTRACTOR

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

PART 2 PRODUCTS**2.1 MATERIALS, GENERAL**

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

2.2 FENCING

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

2.3 BARRIERS

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

PART 3 EXECUTION**3.1 GENERAL**

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

3.2 TREE AND PLANT PROTECTION

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

3.3 REMOVAL

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

3.4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01550 – SITE ACCESS AND STORAGE**PART 1 GENERAL****1.1 HIGHWAY LIMITATIONS:**

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

1.2 TEMPORARY CROSSINGS:

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

D. Traffic Control

- a. For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of Broward County and the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).
- b. The CONTRACTOR shall take all necessary precautions for the protection of the WORK and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the Florida Department of Transportation.
- c. The CONTRACTOR shall submit 3 copies of a traffic control plan to the ENGINEER for approval a minimum of 2 weeks prior to construction. The ENGINEER reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the CONTRACTOR's expense.
- d. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

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

1.3 CONTRACTOR'S WORK AND STORAGE AREA:

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

- a. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
- b. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
- c. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
- d. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the site.
- e. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
- f. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.4 PARKING:

- A. The CONTRACTOR shall:
 - a. Provide temporary parking areas for ENGINEER and OWNER's use.
 - b. The CONTRACTOR shall direct its employees to park in designated areas secured by the CONTRACTOR.
 - c. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01560 – TEMPORARY CONTROLS**PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED**

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

1.2 RELATED REQUIREMENTS

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

1.3 NOISE CONTROL

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

1.4 DUST CONTROL

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

1.5 WATER CONTROL

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

1.6 PEST CONTROL

- A. Provide pest control as necessary to prevent infestation of construction or storage area.

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

1.7 RODENT CONTROL

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

1.8 DEBRIS CONTROL

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