

## **Solicitation 12513-613**

# **Fort Lauderdale Executive Airport Taxiway Intersection Improvements (P12455)**

**Bid Designation: Public**



**City of Fort Lauderdale**

**Bid 12513-613****Fort Lauderdale Executive Airport Taxiway Intersection Improvements (P12455)**

Bid Number **12513-613**

Bid Title **Fort Lauderdale Executive Airport Taxiway Intersection Improvements (P12455)**

Bid Start Date **Apr 1, 2021 1:04:21 PM EDT**

Bid End Date **May 21, 2021 2:00:00 PM EDT**

Question & Answer End Date **May 12, 2021 5:00:00 PM EDT**

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

Bid Contact **Jim Hemphill**  
**Sr. Procurement Specialist**  
**Procurement Department**  
**954-828-5143**  
**jhemphill@fortlauderdale.gov**

Contract Duration **One Time Purchase**

Contract Renewal **Not Applicable**

Prices Good for **120 days**

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

**Sealed bids will be received electronically until 2:00 p.m., local time, on FRIDAY MAY 7, 2021, and opened online immediately thereafter for **BID NO., 12513-613, PROJECT NO., 12455, FORT LAUDERDALE EXECUTIVE AIRPORT TAXIWAY INTERSECTION IMPROVEMENTS.****

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:

**Join Zoom Meeting**  
**Phone one-tap:US: +16692545252,,1606925882#,,1#,263361# or +16468287666,,1606925882#,,1#,263361#**  
**Meeting URL:<https://fortlauderdale.zoomgov.com/j/1606925882?pwd=THR4QVkzS2tibnp0dGVNSEVpWDJaZz09>**  
**Meeting ID:160 692 5882**  
**Password:263361**

**Join by Telephone**  
**For higher quality, dial a number based on your current location.**  
**Dial:US: +1 669 254 5252 or +1 646 828 7666 or +1 551 285 1373 or +1 669 216 1590**  
**Meeting ID:160 692 5882**  
**Password:263361**

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 Fort Lauderdale Executive Airport in the City of Fort Lauderdale. The work to be accomplished under this Contract includes, but is not limited to, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), grading for drainage, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the Project.

**NOTE: Payment on this contract will be made by Check**

**Drawing Plans:** This Project consists of Drawing File No., 4-141-47, sixty-five (65) sheets. Drawing plans may be obtained free of charge at BIDSUNC.COM.

**Licensing Requirements:** Possession of a General Contractor license issued by the Florida Department of Business and Professional Regulation is required for this Project.

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

However, it will be the sole responsibility of the bidder to inspect the City's location and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

**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 BIDSUNC customer care department.
- 2) Bidders may upload their original executed bid bond on BIDSUNC 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 BIDSUNC.COM**

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

These **CANNOT** be submitted via BIDSUNC, 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 Apr 26, 2021:**  
**Liquidated damages revised; new base bid line item added; new specifications added.**  
**Added on May 6, 2021:**  
**Bid Opening date extended to FRIDAY, MAY 21, 2021.**  
**Added on May 14, 2021:**  
**Base Bid Line Item No. 50 Title and Description have been updated to include the Not-To-Exceed amount. The information was systematically cut off from the title.**

**Addendum # 1**

New Documents **P12455.ADDENDUM NO.1.4-26-2021.pdf**

**Changes were made to the following items:**  
 Construction Survey, Stakeout, and As-Built (S-103-5.1)

**Addendum # 2**

Previous End Date	<b>May 7, 2021 2:00:00 PM EDT</b>	New End Date	<b>May 21, 2021 2:00:00 PM EDT</b>
Previous Q & A End Date	<b>Apr 23, 2021 5:00:00 PM EDT</b>	New Q & A End Date	<b>May 12, 2021 5:00:00 PM EDT</b>

**Addendum # 3**

**Changes were made to the following items:**  
 MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE (L-109-5.2)-NTE \$18k

**Item Response Form**

Item **12513-613--01-01 - BASE BID: CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) (C-100-14.1)**  
 Lot Description **BASE BID**  
 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**  
 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

Item **12513-613--01-02 - BASE BID: TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL (C-102-5).**

Lot Description **BASE BID**  
 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**  
 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

Item **12513-613--01-03 - BASE BID: MOBILIZATION (C-105-6.1) - THIS ITEM SHALL NOT EXCEED 10% OF THE TOTAL BID AMOUN**  
 Lot Description **BASE BID**  
 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**  
 MOBILIZATION

Item **12513-613--01-04 - BASE BID: AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC (S-102-5.1)**  
 Lot Description **BASE BID**  
 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**  
 AIRPORT SAFETY AND MAINTENANCE OF TRAFFIC

Item **12513-613--01-05 - BASE BID: TEMPORARY FENCE FOR OWL/TORTOISE NESTS (S-102-5.2)**  
 Lot Description **BASE BID**  
 Quantity **10 each**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 10**

**Description**  
 TEMPORARY FENCE FOR OWL/TORTOISE NESTS

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Item **12513-613--01-06 - BASE BID: HYDROSEEDING (S-906-5.1)**

Lot Description **BASE BID**

Quantity **11650 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 11650

**Description**

HYDROSEEDING

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Item **12513-613--01-07 - BASE BID: FULL DEPTH ASPHALT PAVEMENT REMOVAL (P-101-5.1)**

Lot Description **BASE BID**

Quantity **5120 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 5120

**Description**

FULL DEPTH ASPHALT PAVEMENT REMOVAL

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Item **12513-613--01-08 - BASE BID: BITUMINOUS PAVEMENT MILLING (VARIABLE DEPTH, MAX 2 INCHES) (P-101-5.2)**

Lot Description **BASE BID**

Quantity **17030 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 17030

**Description**

BITUMINOUS PAVEMENT MILLING (VARIABLE DEPTH, MAX 2 INCHES)

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Item **12513-613--01-09 - BASE BID: UNCLASSIFIED EXCAVATION (P-152-4.1)**

Lot Description **BASE BID**

Quantity **4900 cubic yard**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 4900**Description**

UNCLASSIFIED EXCAVATION

Item **12513-613--01-10 - BASE BID: EMBANKMENT (P-152-4.2)**Lot Description **BASE BID**Quantity **760 cubic yard**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 760**Description**

EMBANKMENT

Item **12513-613--01-11 - BASE BID: UTILITY SOFT DIG (P-152-4.3)**Lot Description **BASE BID**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**

UTILITY SOFT DIG

Item **12513-613--01-12 - BASE BID: SUBBASE COURSE (12 INCHES THICKNESS) (S-154-5.1)**Lot Description **BASE BID**Quantity **3260 square yard**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

**Qty** 3260**Description**

SUBBASE COURSE (12 INCHES THICKNESS)

Item **12513-613--01-13 - BASE BID: SUBBASE COURSE, SHOULDER (6 INCHES THICKNESS) (S-154-5.2)**Lot Description **BASE BID**Quantity **10440 square yard**Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 10440

**Description**  
 SUBBASE COURSE, SHOULDER (6 INCHES THICKNESS)

Item **12513-613--01-14 - BASE BID: LIME ROCK BASE COURSE (6 INCHES THICKNESS) (P-211-5.1)**  
 Lot Description **BASE BID**  
 Quantity **1400 square yard**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 1400

**Description**  
 LIME ROCK BASE COURSE (6 INCHES THICKNESS)

Item **12513-613--01-15 - BASE BID: LIME ROCK BASE COURSE (9 INCHES THICKNESS) (P-211-5.2)**  
 Lot Description **BASE BID**  
 Quantity **2980 square yard**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 2980

**Description**  
 LIME ROCK BASE COURSE (9 INCHES THICKNESS)

Item **12513-613--01-16 - BASE BID: LIME ROCK TRANSITIONAL WEDGES (P-211-5.2)**  
 Lot Description **BASE BID**  
 Quantity **2765 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty** 2765

**Description**  
 LIME ROCK TRANSITIONAL WEDGES

Item **12513-613--01-17 - BASE BID: HOT MIXED ASPHALT PAVEMENT (P-401-8.1)**  
 Lot Description **BASE BID**



Quantity **5110 ton**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5110**

**Description**  
 HOT MIXED ASPHALT PAVEMENT

Item **12513-613--01-18 - BASE BID: EMULSIFIED ASPHALT PRIME COAT (P-602-5.1)**  
 Lot Description **BASE BID**  
 Quantity **5890 gallon**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 5890**

**Description**  
 EMULSIFIED ASPHALT PRIME COAT

Item **12513-613--01-19 - BASE BID: EMULSIFIED ASPHALT TACK COAT (P-603-5.1)**  
 Lot Description **BASE BID**  
 Quantity **2360 gallon**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2360**

**Description**  
 EMULSIFIED ASPHALT TACK COAT

Item **12513-613--01-20 - BASE BID: PERMANENT AIRFIELD PAINTING WITH TYPE III GLASS BEADS (YELLOW AND WHITE) (P-620-**  
 Lot Description **BASE BID**  
 Quantity **10370 square foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 10370**

**Description**  
 PERMANENT AIRFIELD PAINTING WITH TYPE III GLASS BEADS (YELLOW AND WHITE)

Item **12513-613--01-21 - BASE BID: PERMANENT AIRFIELD PAINTING WITH TYPE I GLASS BEADS (RED SURFACE PAINTED SIGNS)**  
 Lot Description **BASE BID**  
 Quantity **230 square foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty** 230

**Description**  
 PERMANENT AIRFIELD PAINTING WITH TYPE I GLASS BEADS (RED SURFACE PAINTED SIGNS)

Item **12513-613--01-22 - BASE BID: PERMANENT AIRFIELD PAINTING WITH NO GLASS BEADS (BLACK) (P-620-5.3)**  
 Lot Description **BASE BID**  
 Quantity **12740 square foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty** 12740

**Description**  
 PERMANENT AIRFIELD PAINTING WITH NO GLASS BEADS (BLACK)

Item **12513-613--01-23 - BASE BID: TEMPORARY AIRFIELD PAINTING WITH TYPE I GLASS BEADS (YELLOW AND WHITE) (P-620-5.**  
 Lot Description **BASE BID**  
 Quantity **10370 square foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
     [See ITB Specifications](#)  
     See ITB Specifications  
     Fort Lauderdale FL 33301  
     **Qty** 10370

**Description**  
 TEMPORARY AIRFIELD PAINTING WITH TYPE I GLASS BEADS (YELLOW AND WHITE)

Item **12513-613--01-24 - BASE BID: TEMPORARY AIRFIELD PAINTING WITH NO GLASS BEADS (RED SURFACE PAINTED SIGN) (P-62**  
 Lot Description **BASE BID**  
 Quantity **230 square foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty** 230

**Description**

TEMPORARY AIRFIELD PAINTING WITH NO GLASS BEADS (RED SURFACE PAINTED SIGN)

Item **12513-613--01-25 - BASE BID: AIRFIELD PAINT REMOVAL (P-620-5.6)**  
Lot Description **BASE BID**  
Quantity **750 square foot**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty** 750

**Description**

AIRFIELD PAINT REMOVAL

Item **12513-613--01-26 - BASE BID: SODDING (T-904-5.1)**  
Lot Description **BASE BID**  
Quantity **15025 square yard**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty** 15025

**Description**

SODDING

Item **12513-613--01-27 - BASE BID: HAND EXCAVATE MINIMUM 8 INCHES WIDE X 28 INCHES DEEP IN EARTH (L-108-5.1)**  
Lot Description **BASE BID**  
Quantity **50 linear foot**  
Unit Price   
Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
See ITB Specifications  
Fort Lauderdale FL 33301  
**Qty** 50

**Description**

HAND EXCAVATE MINIMUM 8 INCHES WIDE X 28 INCHES DEEP IN EARTH

Item **12513-613--01-28 - BASE BID: SAW CUT AND HAND EXCAVATE MINIMUM 8 INCHES WIDE X 28 INCHES DEEP IN EXISTING FUL**

Lot Description **BASE BID**  
 Quantity **25 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 25**

**Description**  
 SAW CUT AND HAND EXCAVATE MINIMUM 8 INCHES WIDE X 28 INCHES DEEP IN EXISTING FULL STRENGTH PAVEMENT

Item **12513-613--01-29 - BASE BID: 3/4 INCH X 20 FOOT GROUND RODS CONNECTED TO COUNTERPOISE (L-108-5.3)**  
 Lot Description **BASE BID**  
 Quantity **20 each**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 20**

**Description**  
 3/4 INCH X 20 FOOT GROUND RODS CONNECTED TO COUNTERPOISE

Item **12513-613--01-30 - BASE BID: ADDITIONAL 10 FOOT GROUND ROD SECTIONS (L-108-5.4)**  
 Lot Description **BASE BID**  
 Quantity **16 each**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 16**

**Description**  
 ADDITIONAL 10 FOOT GROUND ROD SECTIONS

Item **12513-613--01-31 - BASE BID: NO. 6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM (L-108)**  
 Lot Description **BASE BID**  
 Quantity **8000 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 8000**

**Description**

## NO. 6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM

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Item **12513-613--01-32 - BASE BID: NO. 8, 5KV L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM**

Lot Description **BASE BID**

Quantity **10250 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 10250**

**Description**

NO. 8, 5KV L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM

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Item **12513-613--01-33 - BASE BID: ONE 2 INCH SCHEDULE 40 PVC CONDUIT NON-ENCASED DIRECT BURIED IN EARTH 24 INCH MI**

Lot Description **BASE BID**

Quantity **7500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 7500**

**Description**

ONE 2 INCH SCHEDULE 40 PVC CONDUIT NON-ENCASED DIRECT BURIED IN EARTH 24 INCH MINIMUM COVER COMPLETE IN PLACE

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Item **12513-613--01-34 - BASE BID: ONE 2 INCH SCHEDULE 40 PVC CONDUIT CONCRETE ENCASED INSTALLED IN NEW FULL STRENG**

Lot Description **BASE BID**

Quantity **1050 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1050**

**Description**

ONE 2 INCH SCHEDULE 40 PVC CONDUIT CONCRETE ENCASED INSTALLED IN NEW FULL STRENGTH PAVEMENT 24 INCH MINIMUM COVER COMPLETE IN PLACE

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Item **12513-613--01-35 - BASE BID: ONE 2 INCH SCHEDULE 40 PVC CONDUIT CONCRETE ENCASED INSTALLED IN EXISTING FULL S**

Lot Description **BASE BID**

Quantity **325 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 325**

**Description**

ONE 2 INCH SCHEDULE 40 PVC CONDUIT CONCRETE ENCASED INSTALLED IN EXISTING FULL STRENGTH PAVEMENT 24 INCH MINIMUM COVER COMPLETE IN PLACE

Item **12513-613--01-36 - BASE BID: INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM (L-110-5.4)**  
 Lot Description **BASE BID**  
 Quantity **18 each**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 18**

**Description**

INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEW CONDUIT SYSTEM

Item **12513-613--01-37 - BASE BID: HAND EXCAVATE AND CONCRETE ENCASE EXISTING 1W2 INCH CONDUIT COMPLETE (L-110-5.5)**  
 Lot Description **BASE BID**  
 Quantity **250 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 250**

**Description**

HAND EXCAVATE AND CONCRETE ENCASE EXISTING 1W2 INCH CONDUIT COMPLETE

Item **12513-613--01-38 - BASE BID: L-867 16 INCH DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH (L-115-5.1)**  
 Lot Description **BASE BID**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**

L-867 16 INCH DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH

Item **12513-613--01-39 - BASE BID: L-867 16 INCH DIAMETER BOTTOMLESS 2 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH (L**

Lot Description **BASE BID**

Quantity **4 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 4**

**Description**

L-867 16 INCH DIAMETER BOTTOMLESS 2 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH

Item **12513-613--01-40 - BASE BID: L-867 16 INCH DIAMETER BOTTOMLESS 4 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH (L**

Lot Description **BASE BID**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2**

**Description**

L-867 16 INCH DIAMETER BOTTOMLESS 4 CAN JUNCTION CAN PLAZA INSTALLED IN EARTH

Item **12513-613--01-41 - BASE BID: INTERCEPT EXISTING LIGHT BASE CAN IN EARTH AND CONNECT TO CONDUIT SYSTEM (L-115-**

Lot Description **BASE BID**

Quantity **2 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2**

**Description**

INTERCEPT EXISTING LIGHT BASE CAN IN EARTH AND CONNECT TO CONDUIT SYSTEM

Item **12513-613--01-42 - BASE BID: REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT COMPL**

Lot Description **BASE BID**

Quantity **95 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 95**

**Description**

REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT COMPLETE

Item **12513-613--01-43 - BASE BID: REMOVAL OF EXISTING 2 CAN JUNCTION CAN PLAZA COMPLETE (L-115-5.6)**

Lot Description **BASE BID**

Quantity **6 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 6**

**Description**

REMOVAL OF EXISTING 2 CAN JUNCTION CAN PLAZA COMPLETE

Item **12513-613--01-44 - BASE BID: NEW L-861T(L) LED TAXIWAY ELEVATED EDGE LIGHT AND NEW BASE CAN INSTALLED IN EARTH**

Lot Description **BASE BID**

Quantity **90 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 90**

**Description**

NEW L-861T(L) LED TAXIWAY ELEVATED EDGE LIGHT AND NEW BASE CAN INSTALLED IN EARTH

Item **12513-613--01-45 - BASE BID: REMOVAL OF EXISTING GUIDANCE SIGN AND CONCRETE BASE IN EARTH/EXISTING PAVEMENT C**

Lot Description **BASE BID**

Quantity **12 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 12**

**Description**

REMOVAL OF EXISTING GUIDANCE SIGN AND CONCRETE BASE IN EARTH/EXISTING PAVEMENT COMPLETE



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Item **12513-613--01-46 - BASE BID: NEW L-858(L) SIZE 1 3-4 CHARACTERS LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED**

Lot Description **BASE BID**

Quantity **8 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 8**

**Description**

NEW L-858(L) SIZE 1 3-4 CHARACTERS LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH

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Item **12513-613--01-47 - BASE BID: NEW L-858(L) SIZE 1 5-6 CHARACTERS LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED**

Lot Description **BASE BID**

Quantity **5 each**

Unit Price

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

**Description**

NEW L-858(L) SIZE 1 5-6 CHARACTERS LED GUIDANCE SIGN AND CONCRETE BASE INSTALLED IN EARTH

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Item **12513-613--01-48 - BASE BID: INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/MANHOLE /JUNCTION CAN**

Lot Description **BASE BID**

Quantity **20 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 20**

**Description**

INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY

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Item **12513-613--01-49 - BASE BID: IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS**

Lot Description **BASE BID**

Quantity **1 lump sum**

Unit Price

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Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**  
 IDENTIFICATION OF CABLES, DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS

Item **12513-613--01-50 - BASE BID: MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE (L-109-5.2)-NTE \$18k**  
 Lot Description **BASE BID**  
 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**  
 MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE  
**Added on May 14, 2021:**  
 MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE (L-109-5.2) - **THIS ITEM SHALL NOT EXCEED \$18,000.**

**Addendum # 3**

Previous Title	<b>MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE (L-109-5.2) - THIS IT</b>	New Title	<b>MODIFY EXISTING AIRFIELD LIGHTING CONTROL SYSTEM, COMPLETE (L-109-5.2)-NTE \$18k</b>
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Item **12513-613--01-51 - BASE BID: Construction Survey, Stakeout, and As-Built (S-103-5.1)**  
 Lot Description **BASE BID**  
 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 Construction Survey per Specifications - S-103-5.1

**Addendum # 1**

Previous Title	New Title	<b>Construction Survey, Stakeout, and As-Built (S-103-5.1)</b>
Added Item		

Item **12513-613--02-01 - ALTERNATE BID: 3/4 INCH X 20 FOOT GROUND RODS CONNECTED TO COUNTERPOISE (L-108-5.3)**

Lot Description **ALTERNATE BID**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**  
 3/4 INCH X 20 FOOT GROUND RODS CONNECTED TO COUNTERPOISE

Item **12513-613--02-02 - ALTERNATE BID: ADDITIONAL 10 FOOT GROUND ROD SECTIONS (L-108-5.4)**  
 Lot Description **ALTERNATE BID**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 1**

**Description**  
 ADDITIONAL 10 FOOT GROUND ROD SECTIONS

Item **12513-613--02-03 - ALTERNATE BID: NO. 6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM (L-108)**  
 Lot Description **ALTERNATE BID**  
 Quantity **600 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 600**

**Description**  
 NO. 6 BARE SOLID AWG COUNTERPOISE CONDUCTOR INSTALLED OVER CONDUIT SYSTEM

Item **12513-613--02-04 - ALTERNATE BID: NO. 8 5KV L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM**  
 Lot Description **ALTERNATE BID**  
 Quantity **850 linear foot**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 850**

**Description**

## NO. 8 5KV L-824 CONDUCTOR INSTALLED IN NEW AND EXISTING CONDUIT/DUCTBANK SYSTEM

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Item **12513-613--02-05 - ALTERNATE BID: ONE 2 INCH SCHEDULE 40 PVC CONDUIT NON-ENCASED DIRECT BURIED IN EARTH 24 INCH MI**

Lot Description **ALTERNATE BID**

Quantity **600 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 600**

**Description**

ONE 2 INCH SCHEDULE 40 PVC CONDUIT NON-ENCASED DIRECT BURIED IN EARTH 24 INCH MINIMUM COVER COMPLETE IN PLACE

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Item **12513-613--02-06 - ALTERNATE BID: INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEWCONDUIT SYSTEM (L-110-5.4)**

Lot Description **ALTERNATE BID**

Quantity **8 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 8**

**Description**

INTERCEPT EXISTING CONDUIT SYSTEM AND CONNECT TO NEWCONDUIT SYSTEM

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Item **12513-613--02-07 - ALTERNATE BID: REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT COMPL**

Lot Description **ALTERNATE BID**

Quantity **5 each**

Unit Price

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

**Description**

REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH/EXISTING PAVEMENT COMPLETE

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Item **12513-613--02-08 - ALTERNATE BID: NEW L-861T(L) LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH (L**

Lot Description **ALTERNATE BID**

Quantity **5 each**

Unit Price

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

**Description**  
 NEW L-861T(L) LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH

Item **12513-613--02-09 - ALTERNATE BID: NEW L-861T(L) LED TAXIWAY ELEVATED EDGE LIGHT INSTALLED ON EXISTING BASE CAN (L-**

Lot Description **ALTERNATE BID**

Quantity **26 each**

Unit Price

Delivery Location **City of Fort Lauderdale**  
[See ITB Specifications](#)  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 26**

**Description**  
 NEW L-861T(L) LED TAXIWAY ELEVATED EDGE LIGHT INSTALLED ON EXISTING BASE CAN

Item **12513-613--02-10 - ALTERNATE BID: INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/MANHOLE /JUNCTION CAN**

Lot Description **ALTERNATE BID**

Quantity **2 each**

Unit Price

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

**Description**  
 INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/MANHOLE /JUNCTION CAN AND EXTEND CIRCUITS ACCORDINGLY

Item **12513-613--02-11 - ALTERNATE BID: IDENTIFICATION OF CABLES DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS**

Lot Description **ALTERNATE BID**

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**  
 IDENTIFICATION OF CABLES DUCTBANKS AND LIGHTING FIXTURES PER FAA SPECIFICATIONS



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

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**BID NO. 12513-613**

**PROJECT NO. 12455**

**FORT LAUDERDALE EXECUTIVE  
AIRPORT TAXIWAY  
INTERSECTION IMPROVEMENTS**



**FDOT Fin Proj No. 433478-1-94-01 (Construction)**

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

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

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**NOTE:**

**Specification numbers that contain the prefix "S" are prepared by the Engineer and are not Standard Federal Aviation Administration Specifications.**

**DRAWINGS BOUND SEPARATELY**

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

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

## **INVITATION TO BID**

Sealed bids will be received electronically until **2:00 p.m.**, local time, on **FRIDAY, MAY 7, 2021**, and opened online immediately thereafter for **BID NO., 12513-613, PROJECT NO., 12455, FORT LAUDERDALE EXECUTIVE AIRPORT TAXIWAY INTERSECTION IMPROVEMENTS.**

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:

### **Join Zoom Meeting**

Phone one-tap: US: [+16692545252](tel:+16692545252), [1606925882](tel:+1606925882)#, [1# 263361](tel:+1263361) or [+16468287666](tel:+16468287666), [1606925882](tel:+1606925882)#, [1# 263361](tel:+1263361)  
Meeting URL: <https://fortlauderdale.zoomgov.com/j/1606925882?pwd=THR4QVlzS2tibnpOdGVNSEVpWDJaZz09>  
Meeting ID: 160 692 5882  
Password: 263361

### **Join by Telephone**

For higher quality, dial a number based on your current location.  
Dial: US: +1 669 254 5252 or +1 646 828 7666 or +1 551 285 1373 or +1 669 216 1590  
Meeting ID: 160 692 5882  
Password: 263361

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 Fort Lauderdale Executive Airport in the City of Fort Lauderdale. The work to be accomplished under this Contract includes, but is not limited to, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), grading for drainage, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the Project.

### **NOTE: Payment on this contract will be made by Check**

**Drawing Plans:** This Project consists of Drawing File No., **4-141-47, sixty-five (65)** sheets. Drawing plans may be obtained **free of charge** at BIDSYNC.COM.

**Licensing Requirements:** Possession of a General Contractor license issued by the Florida Department of Business and Professional Regulation is required for this Project.

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

However, it will be the sole responsibility of the bidder to inspect the City's location and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission

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

**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](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDITIONAL ITEMS OR SERVICES:** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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

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

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

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

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

**BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

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

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

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

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

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

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

**COPIES OF DRAWING PLANS** – Drawing plans may be obtained **free of charge** at BIDSYNC.COM.

**SURETY BOND** – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2020), 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 (2020), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.



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

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

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

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

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

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

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

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION AND SMALL 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-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk’s Office on the 7th Floor of City Hall, 100

N. Andrews Avenue, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **GENERAL CONDITIONS**

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

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

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

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

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

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

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Florida Power & Light Company will provide all Project conduit, conduit couplings, conduit bends, splice boxes, pull boxes, equipment pads, equipment chambers, etc. necessary for the installation of those facilities to be installed for FP&L's use. Contractor shall be responsible for obtaining materials from FP&L. Contractor shall also be responsible for the quantity and maintaining quality of the material obtained from FP&L. Contractor shall be responsible for obtaining and providing all non-FP&L provided materials including but not limited to AT&T materials and Comcast materials. Contractor shall be responsible for material storage and security. Contractor shall provide details for storage and security in Contractor's Work Plan.

**GC - 13 - COMPLETED WORK, INSPECTIONS AND ACCEPTANCE** - Contractor shall schedule Project inspections two (2) business days in advance with FP&L and the City. Contractor shall coordinate with FP&L to have all completed work inspected and accepted in writing by the FP&L inspector. Contractor will secure such acceptance in writing for Completed tasks prior to obtaining approval and acceptance from the City, and prior to issuance of a pay request being released for progress payment. Contractor shall notify the Project Manager in advance of scheduled FP&L inspections as to the work to be inspected and the scheduled time. As-built survey, sealed and signed by the a Professional Surveyor registered in the State of Florida, for each task shall be provided by the Contractor prior to City's acceptance and final payment.

**GC - 14 - SAFEGUARDING MARKS** - The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.



**GC - 15 - RESTROOM FACILITIES** - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the City. Employees shall not relieve themselves at any other place within the City Limits.

**GC - 16 - PROGRESS MEETINGS** - Weekly Status meetings will be conducted with representatives from the City, FP&L and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

**GC - 17 - ISSUE RESOLUTION** - Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.

**GC - 18 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION** - Prior to commencing work, Contractor shall provide to the City a list of all personnel and subcontractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

**GC - 19 - POST-CONSTRUCTION SURVEY** - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

**GC - 20 - KEY PERSONNEL** - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type work. Contractor's onsite superintendent shall be knowledgeable and experienced in such overhead to underground conversion work.

**GC - 21 - EXISTING UTILITY SERVICE** - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

**GC - 22 - JOB DESCRIPTION SIGNS** – Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

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

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

**GC - 23 - FLORIDA EAST COAST RIGHT-OF-WAY** - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

**GC - 24 - ACCIDENTS** - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

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

**GC - 25 - SAFETY PRECAUTIONS** - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

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

**GC - 26 - DUST PREVENTION** - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

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

**GC - 27 - SITE CLEANUP AND RESTORATION** – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

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

**GC - 28 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY** – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

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

**GC - 29 - PLACING BARRICADES AND WARNING LIGHTS** - The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

**GC - 30 - TRAFFIC CONTROL** - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road

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

**GC - 31 - COORDINATION** - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

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

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

**GC - 32 - WATER** - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

**GC - 33 - 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 (2020), 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 (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel.. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), 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 (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

**GC - 34 - LOCATION OF UNDERGROUND FACILITIES** - If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**GC - 35 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS** - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

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

**GC - 36 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer’s response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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

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

**Mailing Address:** City Clerk's Office  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301-1016

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.

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

## SPECIAL CONDITIONS

### 01. PURPOSE

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

### 02. TRANSACTION FEES

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

### 03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com), and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale, Procurement Services Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

### 04. INFORMATION OR CLARIFICATION

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

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

## 05. CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **42** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **250** 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 **292** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

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

**At the time of contract award, 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, shall accompany each offer.

## 07. REQUIRED LICENSES/CERTIFICATIONS

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

General Contractor license issued by the Florida Department of Business and Professional Regulation

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



**08. SPECIFIC EXPERIENCE REQUIRED**

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

The contractor shall have demonstrated successful completion of a minimum of three (3) projects of similar scope and scale (or larger) within the last five (5) years 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's permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of the City's permit fees required for project completion.

Allowances	\$
Additional equipment rental allowance	10,000
Additional labor allowance	10,000
<b>TOTAL</b>	<b>\$20,000</b>

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

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

Insurance

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

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

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

The following insurance policies and coverages are required:

#### Commercial General Liability

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

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

#### Business Automobile Liability

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

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

### Workers' Compensation and Employer's Liability

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

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

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

### Insurance Certificate Requirements

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

### The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON 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:** 1

12. **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as **Khant Myat, P.E.**, whose address is **100 North Andrews, 4<sup>th</sup> Floor, Fort Lauderdale, Florida 33301-1016**, telephone number: **(954) 828-5061**, and e-mail address is [kmyat@fortlauderdale.gov](mailto:kmyat@fortlauderdale.gov). The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

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

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

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

Payment on this Contract will be made by check.

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

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

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

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

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

**CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT**

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

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

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

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

**ARTICLE 1 – DEFINITIONS**

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

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – 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 the Contractor approved by the City, authorizing a revision of an underlying agreement between the City and the 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 – 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 Contract is executed by the Parties. 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/or 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 a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project. If, at the time of inspection, it is determined the project is substantially completed, the City will issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Work – The 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:

FORT LAUDERDALE EXECUTIVE AIRPORT  
TAXIWAY INTERSECTION IMPROVEMENTS  
ITB 12513-613 PROJECT 12455

- 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 Fort Lauderdale Executive Airport, in the City of Fort Lauderdale. The work to be accomplished under this Agreement includes, but is not limited to, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), grading for drainage, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the Project.

- 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 **Khant Myat, P.E.**, whose address is **100 N. Andrews Avenue, 4<sup>th</sup> Floor, Fort Lauderdale, Florida 33301**, telephone number: **(954) 828-5061**, and email address is **[kmyat@fortlauderdale.gov](mailto:kmyat@fortlauderdale.gov)**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## ARTICLE 4 – CONTRACT DOCUMENTS

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

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets [ ] to [ ] inclusive).

- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions 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., \_\_\_\_\_, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No., \_\_\_\_\_, 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., \_\_\_\_\_, and the specifications prepared by the City.

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

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

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

#### **ARTICLE 5 – CONTRACT TIME**

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **42** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **250** 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 **292** 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 for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.
  - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
  - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

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

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2020), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor by check.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

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

8.8 Labor

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

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

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

8.8.4 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 (MOT). 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 (MOT). Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

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

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

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

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

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

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

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

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



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

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

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

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

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

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

- 8.16.1 Flow of material and equipment from suppliers.
- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.
- 8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

- 8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.
- 8.18 Safety and Protection:
- 8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 8.18.1.1 All employees working on the project and other persons who may be affected thereby.
- 8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
- 8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.
- 8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

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

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

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

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

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of

any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 9 – CITY'S RESPONSIBILITIES**

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting date 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 (2020), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.
- A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.
- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of

Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

### 10.3 Insurance

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

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

The following insurance policies and coverages are required:

#### Commercial General Liability

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

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

#### Business Automobile Liability

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



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

#### Workers' Compensation and Employer's Liability

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

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

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

#### Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

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

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

## ARTICLE 12 – INDEMNIFICATION

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

sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 12.2.2 Contractor agrees to indemnify, defend, 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 (2020), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### **ARTICLE 13 – CHANGES IN THE WORK**

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

### **ARTICLE 14 – CHANGE OF CONTRACT PRICE**

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

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

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

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

contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

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

## ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

In addition, for work beyond the time (hour and minute) established for opening the taxiway/runway, following each closure of that taxiway/runway in accordance with the phasing plans, the City will charge the Contractor a rental fee for the Contractor's use of the taxiway/runway. The parties agree that the sum of **Five Hundred Dollars (\$500)** for the first minute and **Fifty Dollars (\$50)** for every minute thereafter shall be fixed as the rental rates for continuing a taxiway/runway closure beyond the time provided for opening the taxiway/runway during each phase of work that requires taxiway/runway closure.

The Contractor shall pay to the City, or have withheld from monies due the Contractor, the rental sum of **Five Hundred Dollars (\$500)** per the first minute and **Fifty Dollars (\$50)** for every minute thereafter that the Contractor continues a taxiway/runway closure beyond the specified time provided for opening the taxiway/runway during each phase of work that requires closure.

Time for opening of the taxiway/runway and rental fee determinations shall be based upon the City's inspector's time keeping, not the Contractor. Contractor may request the inspector to advise him of remaining time periodically prior to opening, but inspector's time keeping shall be the sole determining factor as to whether the taxiway/runway reopened as scheduled without appeal.

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

## ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

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

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

- 17.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
- 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

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

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

proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

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

## ARTICLE 18 – DISPUTE RESOLUTION

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

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## 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 (2020), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2020), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

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

## ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are

otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: 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 (2020), 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 (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have

submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), 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 (2020), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records 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 (2020), as may be amended or revised, or as otherwise provided by law.

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

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

## **ARTICLE 23 – FAA REQUIRED CONTRACT PROVISIONS FOR AIRPORT CONTRACTS (NON-AIP CONTRACTS)**

- 23.1 General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- 23.2 Title VI Clauses for Compliance with Non-Discrimination Requirements:

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
  
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 23.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients and Contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Fort Lauderdale Executive Airport Taxiway Intersection Improvements  
(Contractor)  
Project 12455

**CITY**

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

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

Date: \_\_\_\_\_

ATTEST:

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

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

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

SAMPLE CONSTRUCTION AGREEMENT



**CONTRACTOR**

WITNESSES:

CONTRACTOR.,  
a Florida company/corporation.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Print Name

By: \_\_\_\_\_

Secretary

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

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

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

# **SUPPLEMENTAL CONDITIONS**

**SUPPLEMENTAL CONDITIONS**  
**PROJECT 12455**  
**FORT LAUDERDALE EXECUTIVE AIRPORT**  
**TAXIWAY INTERSECTION IMPROVEMENTS**

**1. SUPPLEMENTAL CONDITIONS**

The supplemental conditions included herein are intended to address items of work not included or addressed in the Construction Specifications. In case of a conflict, the Construction Specifications shall be subordinate to corresponding sections of the Supplemental Conditions.

**2. CONSTRUCTION PROJECT COORDINATION PLAN**

The purpose of the following outline is to establish guidelines to ensure operational safety during construction activities on the Fort Lauderdale Executive Airport. The primary document of reference, which is also made a part of these specifications and shall be adhered to by the Contractor is the U. S. Department of Transportation Federal Aviation Administration Advisory Circular 150/5370-2F (or latest revision) and its references.

It is the intent of the notes contained in this outline to establish a plan for construction on the Airport in order to maximize safety and minimize time and economic loss to the aviation community, along with construction contractors and others directly affected by the project. The following objectives should be targeted by the Contractor and must be considered when planning construction schedules and operational activities.

- A. Keep the Airport operational for all user aircraft.
- B. Minimize delays for aircraft operations.
- C. Maintain safety of aircraft operations.
- D. Minimize delays to construction operations.
- E. Minimize aircraft operation/construction activity conflicts.

Maximum, safe utilization of the Airport during construction is the ultimate goal to be achieved through communication and cooperative coordination between Contractor, jobsite Inspector (as a representative of the Engineer), the Airport Management, and the ATCT, as described herein.

- 2.1 All operations in airfield area to be performed only in coordination with the ATCT, Airport Management, and the Inspector assigned to the project.
- 2.2 Construction equipment regularly operating in the airfield area shall be marked with a flag on a staff, at least 36" square and a flashing amber light. Flag shall consist of a checkered pattern of international orange and white squares of not less than 1 foot on each side (in accordance with FAA AC 150/5210-5).

Vehicles (including all cars, trucks, construction equipment, etc.) are forbidden to penetrate aircraft movement areas or runway approach areas unless they are escorted by an authorized vehicle having the required radio, or are controlled by flagmen under a control plan approved in advance. Communication on radios shall be restricted to safety and coordination communications with the ATCT, and shall not be used for

routine construction communications between contractor's personnel. All vehicles must obtain clearance from the control tower before entering aircraft movement areas. The control tower shall be informed of all activity within the aircraft movement areas

**Any vehicle or contractor personnel crossing any aircraft movement areas without notifying ATCT personnel shall be fined the maximum amount of \$500.00 and shall not be allowed back on the construction site.**

- 2.3 Materials stockpile and storage, vehicle parking, location of construction office (if requested), and storage of equipment when not in use shall be as directed by the Engineer. The Contractor shall dispose of all surplus materials and facilities removed from the limits of work in a manner and to a location acceptable to the Engineer and Airport Management.

Materials to be reused shall be stockpiled as directed above, and salvaged facilities desired to be retained by the Airport shall be stored as directed by the Engineer. Other removed materials shall be placed in approved spoil areas or other approved locations. Any surplus fill so removed shall be neatly graded as directed by the Engineer.

- 2.4 The Contractor shall ascertain the location of and protect all existing and new FAA cables, airport lighting cables and facilities, and appurtenant facilities during construction and ensure that all circuits and facilities are maintained in a safe and properly operable condition. The local FAA Airway Facilities Sector Field Office (AFSFO) personnel will, upon request, mark all FAA cables in the vicinity of construction once, prior to the start of work. Contact number to call to request locations is (954) 467-7099. At least two weeks should be allowed for requested work to be completed. The Contractor shall be responsible for protecting cable location markings, and shall be responsible for any damage to cables within three feet of the marked cable route.

The Contractor shall also ascertain the location of all utility services (water, sewer, gas, electrical, power, telephone, etc.) within the work limits and ensure that continual and equal service is maintained during all construction activities.

Should any FAA, FP&L, AT&T, or other outside utility company's cable or facility be inadvertently cut, damaged, or disrupted, the owner of that cable or facility shall be notified immediately. The Contractor shall not make any splices or repairs in such cables or facilities unless specifically authorized by the owner of that cable or facility. The Contractor shall be responsible for the cost of any repairs required.

All locations indicated on the plans are approximate and shall be field verified prior to beginning construction.

- 2.5 The Contractor's activities must not degrade in any way the security provided by the airport perimeter fence, unless Airport Management approves specific exemptions to this provision in advance of construction activities. Any temporary gates installed or fencing relocated for the Contractor at his expense shall maintain this project in a secure condition at all times. The Contractor shall provide a security guard at each of his access points to the airport, unless they are locked and secured, in order to prevent unauthorized persons from entering and to direct authorized construction vehicles on the proper route to their destination within the airport. A portable guard house shall be utilized at all construction gates and shall be located in close proximity to the gate. An

employee sitting in a car "watching the gate" shall not be acceptable. If any gate is found to be unlocked without a guard in place, or should the guard allow any access without verifying the proper authority for access, the Contractor shall be fined \$500 for each occurrence.

- 2.6 The Contractor shall be responsible for controlling smoke and dust or blowing sand or soil caused by construction activities using one or a combination of the following methods, to the satisfaction of the Engineer and the Airport Management:
- A. Application of water and/or calcium chloride (minimum of three times per day or as directed by the Engineer).
  - B. Exposing the minimum area of erodible earth at one time.
  - C. Applying temporary mulch with or without seeding (only in locations as approved by Airport Management).
  - D. Using covered haul trucks.

Additionally, contractor shall be required to keep a vacuum sweeper vehicle with operator on duty during all hauling operations across pavement in use by aircraft. No additional compensation will be provided for dust or sand control.

- 2.7 Attractions for birds in the area of construction, such as trash, unprotected grass seeding, or ponded water must be avoided.
- 2.8 All electrical work shall be in strict accordance with the National Electric Code, latest edition. Electrical sub-contractor must furnish after hours contact phone number in case of emergency. This number must be an actual number and not an answering service.
- 2.9 Definitions:

**Air Operations Area (AOA)** - An AOA is any area of the airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. An AOA shall include such paved or unpaved areas that are intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

**NOTAM (Notice to Airmen)** - NOTAMs are advisories issued by FAA Flight Service Station when conditions at an airport exist that could adversely affect safe aircraft operations such as construction related closures or hazardous conditions.

Any construction activity within 200 feet from runway centerline or within 65 feet from taxiway centerline will be considered to be within the AOA and will require closure of the affected areas (the exception being work specifically approved by Airport Management and FAA up to active aprons and taxiways). Such closures of an AOA must be coordinated with Airport Management at least 48 hours prior to commencing proposed work in order that arrangements can be made for issuance of applicable NOTAMs. The Contractor shall not close an AOA until so authorized by Airport Management and until the necessary temporary barricades and closure markings are in place. The sequence of construction phases and updated work schedules shall be provided to the Engineer to enable close coordination with aircraft routing and operations and maintain the currency of NOTAMs during the construction period. The Contractor shall also advise the Airport Management when situations have been improved to a point where NOTAMs may be cancelled. **Once a NOTAM has been**

**issued, Contractor shall adhere strictly to the construction schedule agreed to for the NOTAM.**

2.10 At times when Runway threshold is displaced, or equipment is operating in the ILS critical zone, the ILS must be taken off the air or ILS operations restricted by the ATCT. Also, when equipment is operating between a localizer antenna and its associated threshold, that localizer must be taken off the air. Due to such requirements, such work must be closely coordinated with the Airport Management requiring timing described above necessary for the issuance of applicable NOTAMs. If construction operations require shutdown of a navigational aid from service for more than 24 hours or in excess of 4 hours daily on consecutive days, a 45-day minimum notice is desirable prior to the facility shutdown. Additionally, the Contractor shall cease construction and remove all equipment from the critical area when directed by the FAA or airport personnel due to weather or other special operating conditions.

2.11 Definition:

**Federal Aviation Regulations (FAR) Part 77 - Objects Affecting Navigable Airspace** - Applicable section of this advisory establishes standards for determining obstructions in navigable airspace by establishing imaginary surfaces with relation to the airport and to each runway.

No penetrations of the imaginary surfaces defined in FAR Part 77 shall be allowed unless approval is obtained from Airport Management and the FAA. When penetrations are unavoidable, approval should be requested as far in advance as is practical to allow, if such penetrations are acceptable, sufficient time for issuance of applicable NOTAMs. The Contractor shall prepare appropriate sketches with precise locations shown on the Airport Layout Plan along with elevations depicting the obstructing objects' relationship to the imaginary surfaces. Special approval must be obtained from Airport Management and the FAA for use of equipment exceeding a height of 30 feet. All exceptionally tall equipment (such as cranes, derricks, etc.) operating on the airport shall be in direct radio communication with the control tower (e.g., two-way radios, ground control frequency of 121.75 Mhz, operators proficient in English, experienced or trained in such communication and required response).

2.12 All excavations exceeding 3 inches depth and width or slopes greater than 5% within runway or taxiway or runway/taxiway safety areas shall be backfilled or covered prior to reopening the runway or taxiway. No open trenches (exceeding 3 inches depth and width) will be permitted overnight or over weekends within the runway/taxiway safety areas. The Engineer and Airport Management must approve any deviation from the requirements. All open trenches, stockpiled material, and excavation not within the areas described above shall be permanently marked with orange flags and lighted with flashing amber light units which shall operate continuously.

2.13 Runways and taxiways shall be kept free of all debris, dirt, trash, refuse, water bottles, soda cans, etc., at all times. Material tracked onto these areas shall be removed immediately. Contractor must keep a vacuum sweeper vehicle with operator on site with operator on duty during all hauling operations across pavement in use by aircraft. Continuous inspections will be made. See item 2.6 for approved methods of debris control.

- 2.14 Work on the airport is also in close proximity to potable water supply wellfields, requiring that extreme care be taken when handling fuel, oils, etc. Any spillages should be promptly and properly cleaned up. The stipulations of the Broward County Water Resources Management Division "Checklist for Surface Water Management" are permit requirements and dictate preventative measures necessitated by construction in such wellfield areas.
- 2.15 Open flame welding or torch-cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved by the Engineer.
- 2.16 Construction safety meetings shall be established for the life of the contract to monitor, coordinate and adopt safety measures, on all matters of airport safety relating to this contract. Meetings will be scheduled by the Engineer at least once every week to discuss project schedule and applicable safety measures. These meetings shall be composed of the Contractor's superintendent, the Inspector, Airport Management, and (if available) the FAA/FDOT. In addition, representatives of the Fixed Base Operator (FBO) tenants may be invited, their attendance optional, and at their own discretion. The Owner reserves the right to amend the plan as necessary to maintain an acceptable level of safety during construction. Sub-contractors shall also be required to attend these meetings if they are scheduled to be performing any work on the project.
- 2.17 During the pre-construction Meeting, the Contractor shall designate a representative to be responsible for the safety aspects of the project. The representative shall be available on a 24-hour basis. In addition, the Contractor shall designate a responsible representative on call 24 hours per day for emergency maintenance of airport hazard lighting and barricades.
- 2.18 In addition to the appropriate notification procedures, temporary runway and taxiway closures require that the applicable lighting circuits be disconnected during the closure period. Temporarily closed taxiways are usually treated as unusable, or hazardous, areas (as described below).
- 2.19 Hazardous areas, in which no part of an aircraft may enter, are indicated by use of barricades with alternate orange and white markings. The barricades are supplemented with orange flags at least 20 by 20 inches square and made and installed so that they are always in the extended position and properly oriented. For nighttime use, the barricades are to be supplemented with flashing red lights. The intensity of the lights and spacing for barricades, flags, and lights must be such that they adequately delineate the hazardous area.

### **3. PROTECTION OF WILDLIFE AND NATURAL HABITAT**

The Contractor shall make provisions to protect the existing wildlife on the airport within the limits of this project. Known nests for burrowing owls and turtles are marked with a white PVC T in the ground. Contractor shall investigate the stockpile area, work area, and haul routes for marked and unmarked nests before storing materials and beginning construction. All unmarked nests shall be marked with a white PVC T. Existing markers shall not be removed without Engineer's approval. Nests shall be protected with the construction of temporary safety fencing. Said fencing to be placed within a 50-foot radius of nesting holes, to be approximately 3 feet in height, and to be made out of orange PVC material.

All reasonable efforts must be made by the Contractor to protect the existing wildlife and their nests. Nests that lie directly in the construction area that cannot co-exist with construction must be brought to the Engineer's attention. Nests may not be displaced or destroyed without the Engineer's approval.

Work areas and access to work areas shall be clearly delineated by the Contractor to avoid vehicular movement in turf areas that may contain nests or other features that could be damaged or destroyed by unnecessary traffic. All construction traffic shall be confined to paved areas to the greatest extent possible.

#### **4. PORTABLE CONSTRUCTION LIGHTING**

The Contractor is responsible for providing work area lighting of sufficient quality and quantity to construct the Work to the quality standards called for in the Plans and Specifications. At a minimum the construction lighting shall meet the following requirements:

- a. For any construction that will be performed during nighttime hours the Contractor shall ensure that the work areas are adequately illuminated. A minimum of 10-foot candles of illumination shall be provided in the work areas, using maneuverable light plants with 1,000-watt metal halide floodlights, mounted as high as practicality will allow. The Contractor shall determine the number of light plants and their required spacing to achieve the illumination levels specified herein.

The light should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The pavement area shall be lighted at a maximum spacing of 100 feet from both sides to eliminate objectionable shadows. A demonstration of the adequacy of the lighting will be required prior to beginning any night work. The Contractor shall work with Airport Operations when determining positions for each portable light unit so that the lighting will not interfere with the vision of pilots or Air Traffic Control Tower personnel.

- b. For night work, the Contractor shall equip all paving machines, rollers, distributor trucks, and other equipment with artificial illumination to safely illuminate the area immediately surrounding their work areas.
- c. Contractor shall remove all equipment and store in the staging areas during non-working hours, and prior to the re-opening of the Runways.

#### **5. STAND-BY EQUIPMENT – N/A**

- a. The Contractor shall maintain stand-by equipment at the construction site for all construction work to be performed under this Contract. The specific number and type of equipment shall be that which is necessary to complete the work planned for that work period should any piece of equipment break down. At a minimum, at least one milling machine, one paving machine, and one roller will be required on stand-by whenever the taxiway is being worked on. The Contractor is advised that work during 24-hour per day closures, night closures, and weekend closures is more intensive than that performed at other times; therefore, additional stand-by equipment may need to be provided by the Contractor for the 24-hour per day closures, night closures, and weekend closure work.



Standby equipment includes equipment such as paving machines, milling machines, rollers, trenching machines, core drills, backhoes, graders, and tack coat distributor trucks and any other equipment necessary to complete the proposed work. In addition, stand-by clean up equipment such as sweepers, brooms, vacuum trucks, water trucks, and air compressors with wands for blowing debris from cracks, shall be available to ensure timely re-opening of the pavement at the end of each work period.

- b. Stand-by equipment may only be used to replace broken equipment during a work period. The Contractor shall properly repair or replace broken equipment before being allowed to proceed with the next work period.
- c. The Contractor shall ensure arrangement for supply of enough material to re-open the construction area to aircraft operations in case of break down of an asphalt production plant. This will include back-up plants, storage of a minimum quantity of material, in storage bins at the start of each shift's work, as well as material in trucks. In the event of an emergency beyond the control of the Contractor that reduces asphalt production during a work period, the Contractor may be permitted to mill out materials placed to meet grade or transition requirements. Any material milled to facilitate re-opening of the runway due to break-down of an asphalt plant or lack of stored material shall not be eligible for payment.
- d. The Contractor shall submit a listing and description of all regular and standby equipment that will be provided for 24-hour per day closures, night closures, weekend closures, and other work, by number, type, size, and manufacturer to the Engineer for acceptance.
- e. Should Contractor fail to have adequate standby equipment in place at beginning of each work shift, the Contractor shall be denied opportunity to continue for that work shift. Said denial shall only be lifted when Contractor provides adequate standby equipment. Contractor shall not be entitled to additional time to compensate for lost time due to inadequate standby equipment being available.
- f. Contractor shall maintain adequate equipment on site at all times to allow adequate clean up to open pavement for aircraft use. At a minimum, the Contractor shall have a vacuum truck and a power broom on site and ready for use.

## **6. PRE-PHASE COORDINATION MEETINGS-N/A**

At least 10 calendar days prior to beginning each phase of the Work, the Contractor shall hold a planning meeting to discuss, at a minimum, operational restrictions, work to be performed, haul routes (including Contractor signing and marking), closures, safety, testing requirements, submittal requirements, inspection requirements, schedule, communications, erosion control, stockpile locations and disposal schedule, location of stand-by equipment, salvaged materials container location, barricade layout, barricade placement schedule (including barricade storage areas during non-working hours) and other topics as appropriate. The Contractor shall submit a plan for all of the elements described above, to the Engineer for review, no less than 10 calendar days prior to each pre-phase meeting.

The Contractor shall prepare a construction traffic control plan for each haul route. The Contractor's traffic control plan shall conform to the requirements of the City traffic engineer, and shall be approved by the Engineer. The plan shall be included in Contractor's submittal for the pre-phase coordination meeting. When the haul route is not in use, all traffic control

signs shall either be covered or removed and stored. The Contractor shall remove all construction signs after the completion of the work.

**7. SCHEDULING AND DAILY OPERATIONS**

All work hours will be subject to written approval of the Engineer and Airport Operations, and in accordance with the approved work schedule. The Contractor shall also provide weekly and daily work plans. The Contractor shall have equipment and personnel staged and ready to occupy the site at the start time listed. **No runway closure will take place until the Contractor's equipment and personnel are in place as close as practical to the work area and ready to proceed into the work area and begin operations.** Prior to the end of each work shift, the Contractor shall arrange to have Airport Operations inspect the site to confirm that the site is being left in a satisfactory condition. The Contractor shall allow sufficient time to make any corrections and or cleanup items found to be deficient before opening at the required times listed. Any runway or taxiway safety area that does not pass the operations inspection shall remain closed until corrective measures are complete and approved by Airport Operations.

**8. OPERATING CONDITIONS AND SAFETY**

All Contractor operations and activities shall comply with the requirements contained or identified in the Plans and these Specifications. Night work shall require use of sufficient portable light towers to provide safe and efficient operation conditions.

**9. PHASING AND SCHEDULE NOTES**

All Contractor phasing and scheduling of construction operations and activities shall comply with the requirements contained or identified in the Plans and these Specifications. The phasing schedule represents the general sequence of the Work. Although the intent is for each phase to be completed in the order indicated, the Contractor may be directed by the Engineer to change the order of phases, at no additional cost to the Owner.

**10. CONTRACTOR'S CORRECTIVE ACTION PLAN**

Should contractor repeatedly fail to open a runway/taxiway on time, City may instruct Contractor to stop work until such time as Contractor presents a plan acceptable to the City to modify operations to ensure opening of runway/taxiway at the scheduled time. For the purposes herein, repeatedly shall be defined as 3 or more times. Should said work stoppage be found to be necessary, it is understood that it is due solely to the Contractor's failure to perform in accordance with the contract requirements and the Contractor shall not be entitled to any additional time for construction, nor shall he be entitled to any additional compensation for any cause alleged to be due to the work stoppage.

# **CONSTRUCTION SAFETY & PHASING PLAN**

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Appendix A – Project Layout

Appendix B – Construction Project Daily Inspection Checklist

## GENERAL INFORMATION AND SCOPE OF WORK

This Construction Safety and Phasing Plan is being submitted in compliance with FAA A/C 150-5370-2G, current edition.

This project is for milling and resurfacing of Taxiway Alpha and Taxiway Echo between Taxiway Hotel and Taxiway Quebec. The project also includes electrical replacement work.

See Appendix A for layout of proposed work.

## CONSTRUCTION PHASING AND SAFETY PLAN REQUIREMENTS

### 1. Coordination

- (a) Contractor progress meetings-Contractor will attend a pre-construction meeting with airport personnel, City, Air Traffic Control Tower (ATCT) staff, consultant, and construction management/inspection personnel at a date prior to commencement of construction activities. This meeting will address project scope, contact personnel, correspondence requirements, safety issues, submittal requirements, pay application procedures, initial construction schedule, contractor access, haul routes, and any other items that the parties deem necessary.

Weekly construction progress meeting will be held with the contractor, airport personnel, ATCT personnel, consultant, and other affected parties to coordinate work activities and operational safety issues/concerns. Agenda items for these meetings shall include, but not be limited to: current project status, upcoming project/2-week look-ahead schedule, safety and phasing, contractor coordination and NOTAM's, change orders, and clean-up/FOD control. Meeting minutes will be provided to all attendees within 48 hours by e-mail. If requested, copies of all minutes will be provided to FAA Airport District Office (ADO) at the completion of the project.

- (b) Scope or schedule changes-Any changes to the work scope or the construction schedule will be reviewed by the proper airport personnel and consultant to determine if such modifications are warranted and to judge their potential impact on the project. Once reviewed, the CSPP will be revised to include such changes and will be forwarded to the FAA ADO for their review and approval.
- (c) FAA coordination-Airport will coordinate with FAA Air Traffic Organization (ATO) to notify them of any conditions that may adversely affect the operational safety of the airport as well as any relocation to NAVAID's during the construction phase. Airport will provide quarterly updates to FAA ADO on the status of the construction.

### 2. Phasing

- (a) Phase elements-Phasing for the construction is included in Appendix A. Construction staging areas and general notes, as well as access routes to the construction site are shown in Appendix A.
- (b) Construction safety drawings-Construction safety drawings, notes, and details for barricades are shown in Appendix A. Low level airfield barricades will be used on this project. These barricades will have warning lights attached to each end per the detail on Appendix A.

### 3. Areas and Operations Affected by the Construction Activity.

- (a) Identification of affected areas-The areas that will be primarily affected by the construction is the Runway Safety Area (RSA), Runway Object Free Area (ROFA), and Runway Obstacle Free Zone (ROFZ) along runways 9-27 and 13-31, as shown in Appendix A.
- (b) Mitigation of effects-Phasing plans call for the closing of runways 9-27 and 13-31 during various stages of the work. All closures will be coordinated with the ATCT and through NOTAM's issued by airport staff. The Contractor shall abide by the safety setbacks shown on the Construction Phasing plans.

### 4. Protection of Navigation Aids (NAVAIDs)

There are no NAVAIDs within the construction area.

### 5. Contractor Access.

- (a) Location of stockpiled construction materials-The contractor will not be permitted to stockpile materials or construction equipment within the RSA and ROFA. Equipment will be parked within the contractor's staging area at the end of the working day. Material and excavated fill will be removed from the site and taken to the contractor's staging area for disposal off-site (see Appendix A).
- (b) Vehicle and pedestrian operations- Vehicle parking for contractor personnel will be provided for in the staging and storage area off-site from the construction area as shown in Appendix A. Construction vehicles will be parked within the contractor's staging area.

Access/haul roads to the site shall be clearly marked with Type II barricades and will be clearly marked for the contractor. All construction vehicles shall be equipped with flashing amber dome-type light mounted on top of the vehicle as well as 36"x36" orange-and-white, checkerboard flag.

No vehicles will be allowed on the airfield without escort from airport/City personnel. In addition, all contractor personnel will be required to take an airfield training class prior to receiving their identification badges. These badges are to be worn by all construction personnel while on the airside. Any person not wearing a badge will be asked to show his badge or leave the site. Construction personnel will be given instruction on which areas of the airfield are off-limits without proper escort. Any incursion of these areas will result in a \$500 fine and removal from the project.

Communication with the ATCT will be through an airfield trained inspector, or security personnel, by two-way radio. The inspector will also provide escort to all construction personnel to and from the work site. Contractor will also be responsible for maintaining the security fencing and gates during construction.

### 6. Wildlife Management.

- (a) Trash-Contractor will be required to remove any waste/food material that may attract wildlife as well as avoid construction activities that will create wildlife hazards at the airport during construction. The contractor will emphasize to his employees the need

- for daily foreign object debris (FOD) checks on or near active airfield pavements. FOD checks will be conducted daily at the end of each construction shift.
- (b) Standing water-Contractor will be required to avoid any activities that may cause standing water at the construction site and attract wildlife.
  - (c) Poorly maintained fencing and gates-Contractor will be responsible for maintaining and replacing any damaged portion of the security fencing and gates during construction.
  - (d) Disruption of existing wildlife habitat-Contractor shall make every effort to minimize disruption to the existing wildlife. If the contractor should come into contact with wildlife habitat at the site he shall immediately cease operations and inform the airport. The airport will use an environmental firm to determine what the best course of action will be to minimize any further impact to the wildlife.

#### **7. Foreign Object Debris (FOD) Management.**

Contractor will be required to remove any FOD from the work area and adjacent runway and taxiway. Prior to leaving the work area the contractor will be required to inspect the site with airport and inspection personnel to determine if the site is clear of FOD.

#### **8. Hazardous Materials (HAZMAT) Management.**

Contractor will be required to provide a spill prevention and clean-up plan in the case of a fuel or hydraulic fluid leak on the airport prior to being allowed on the work site and will conform to AC 150/5320-15.

#### **9. Notification of Construction Activities.**

- (a) Maintenance of a list of responsible representatives/points of contact-Contractor will be required to submit a contact list of all involved parties to include cell/phone numbers for contact after hours.
- (b) Notices to Airmen (NOTAM)-The airport operator will issue and cancel NOTAM's issued as part of the construction activities and coordinate said NOTAM's with tenants and ATCT personnel. Airport operator will also be responsible for providing information to the FAA Flight Service Station (FSS).
- (c) Emergency Notification Procedures-Emergency contact information for medical, firefighting, and police will be provided to the contractor by airport operations.
- (d) Coordination with ARFF Personnel-ARFF personnel will be informed during construction activities on the airfield. There will be no deactivation of water lines, hydrants, blocking of emergency access routes during the construction of the project.
- (e) Notification to the FAA-The airport has filed a notification with the ADO through the OEAAA.faa.gov website (ASN#: 2018-ASO-2012-NRA through 2018-ASO-2014-NRA).

#### **10. Inspection Requirements.**

- (a) Daily (or more frequent) inspections-Inspections will be conducted daily by airport operations staff in conformance with Appendix B-Construction Project Daily Inspection Checklist.
- (b) Final inspections-A final inspection will be held with the contractor, airport personnel, and consultants prior to formal acceptance of the project.

#### **11. Underground Utilities.**

The contractor will be required to coordinate with local utilities locating services, "One Call", airport personnel, and FAA ATO personnel to locate and protect any underground services prior to beginning any excavations on the site. Once the locations have been established, the contractor shall make all necessary arrangements to ensure that the facilities remain in a safe and operable condition during construction.

#### **12. Penalties.**

Contractor personnel entering a movement area without authorization shall be levied \$500 fine as well as removal from the job site. Personnel found to be on the jobsite without an airport issued identification badge will be immediately removed from job site. If security access gate is found to be left unmanned and unlocked, or should a guard under the employ of the contractor allow access to the work site without verifying the proper identification, the Contractor shall be fined \$500 for each occurrence.

#### **13. Special Conditions.**

Any security breach and/or Vehicle /Pedestrian Deviation (VPD) by the contractor or his personnel will be cause for the airport to suspend work until such matters are resolved to the airport's satisfaction and corrective measures have been taken by the contractor. All construction activity will be suspended in the event of an incident involving an aircraft in distress or airfield accident.

#### **14. Runway and Taxiway Visual Aids, Marking, Lighting, Signs, and Visual NAVAIDs.**

- (a) General-Construction operations will not obscure or damage existing markings, lighting, and signage. In addition, all new lighting and signage will be secured in place to prevent movement by jet blast/prop wash and will be mounted on frangible bases.
- (b) Markings-All airfield markings will be in compliance with A/C 150-5340-1L, current edition. Runways that will be temporarily closed to airport operations during construction will be marked with yellow lighted "X" placed on the runway designation numbers. Taxiway closure will be designated by low-level, lighted barricades placed at the entrance to the closed taxiway from the runway. These barricades will be maintained by the contractor.
- (c) Lighting and Visual NAVAIDs-All lighting will conform to AC 150/5340-30H, current edition. Light fixtures will be removed from the closed taxiway and lighting circuits will be disconnected. Temporary jumpers will be installed to maintain the airfield lighting system.

#### **15. Marking and Signs for Access Routes.**



Pavement markings will conform to AC 150/5340-1L, current edition, as indicated on the plans and specifications. All construction signage shall meet the requirements of the MUTCD, latest edition.

#### **16. Hazard Marking and Lighting.**

- (a) Purpose-To prevent pilots from entering construction areas that are closed to aircraft as well as prevent construction personnel from entering areas that are open to aircraft operations by use of warning indicators for both pilots and contractor personnel.
- (b) Equipment-Low-level airfield barricades equipped with flashing red-lights and flags will be used to close the work area to aircraft. The barricades shall be spaced no greater than 20' center-to-center. Sand bags will be used to hold the barricades in place against prop wash/jet blast.

The contractor will be responsible for maintaining the lights and barricades in working order throughout the project and shall have replacement flags, lights, and batteries on-site as well as designated employee that will be on call 24-hours/day to maintain the barricades.

#### **17. Protection.** Of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.

- (a) Runway Safety Area (RSA)-The project will require work within the RSA of runways 9-27 and 13-31. As such, the runways will be closed during these operations and proper notices issued via NOTAM's.
- (b) Runway Object Free Area (ROFA)-All construction equipment will be removed from the ROFA at the end of the work day. In addition, no materials will be allowed to be stockpiled within the ROFA.
- (c) Taxiway Safety Area (TSA)-The project will require work within the Taxiway Safety Area (TSA). However, the work area will be closed off as shown on Appendix A during the construction period.
- (d) Taxiway Object Free Area (TOFA)-The project will require work within the TOFA. However, the work area will be closed off as shown on Appendix A during the construction period.
- (e) Obstacle Free Zone (OFZ)-The project will require work within the ROFZ of runways 9-27 and 13-31. As such, the runway will be closed during these operations and proper notices issued via NOTAM's.
- (f) Runway approach/departure surfaces-The project will require access to and from the work site that will be within the approach/departure surfaces of runway 13-31. Airport operations will coordinate movement within these areas with ATCT personnel and issue the proper NOTAM's.

#### **18. Other limitations on construction.**

- (a) Prohibitions-The following prohibitions will be in place during construction: No use of tall equipment such as cranes will be allowed unless a 7460-1 has been filed with the FAA; no open flame welding or torches will be allowed; no blasting on airport property; and no use of flare pots within AOA.
- (b) Restrictions-The contractor will not be allowed access to any areas outside of the work site without escort by airport or inspection personnel. In addition, the contractor will submit a Hurricane Preparedness Plan detailing how the contractor will secure the work area equipment and materials to prevent damage to the work and prevent materials and equipment from becoming a hazard to persons and property on the airfield.

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# APPENDIX A

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# APPENDIX B

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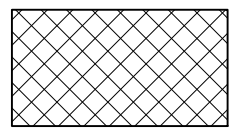
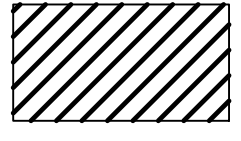
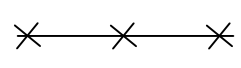
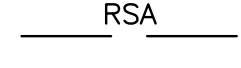
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# APPENDIX A

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LEGEND

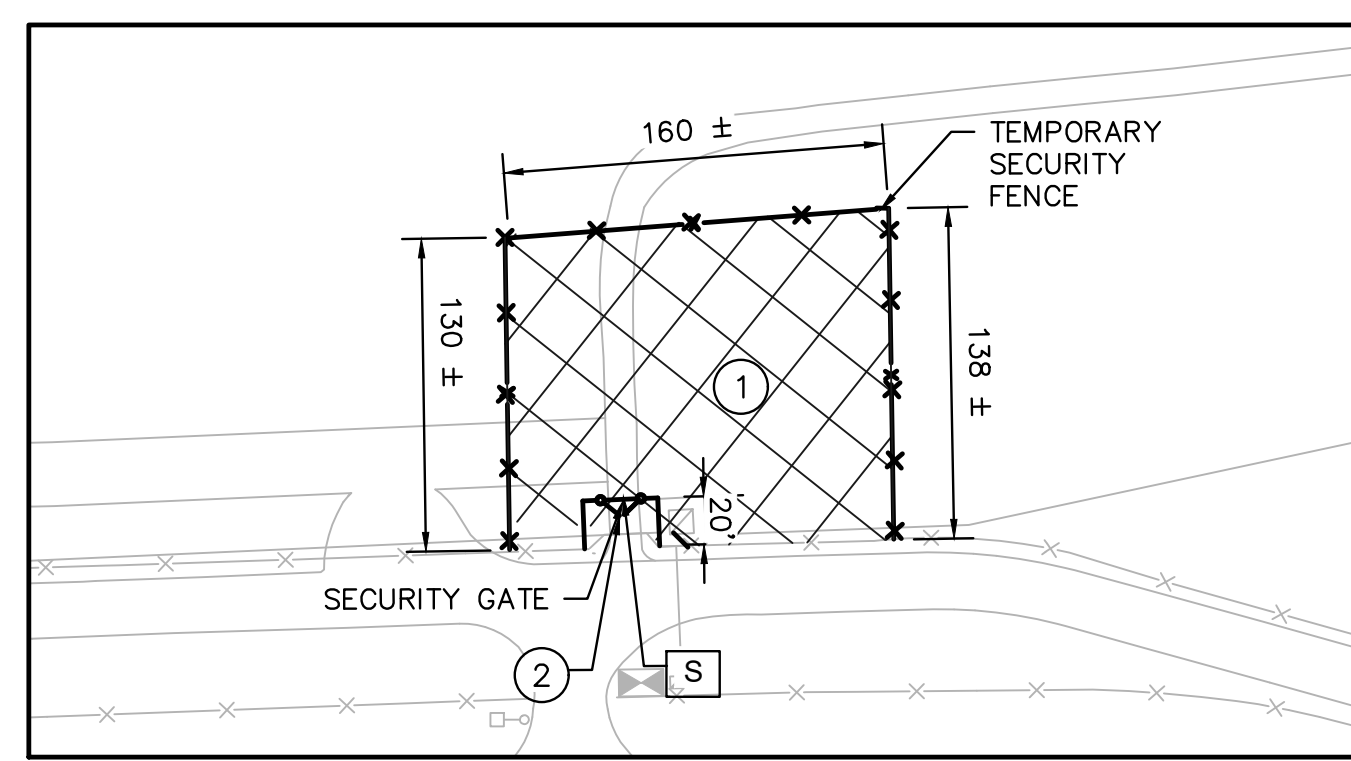
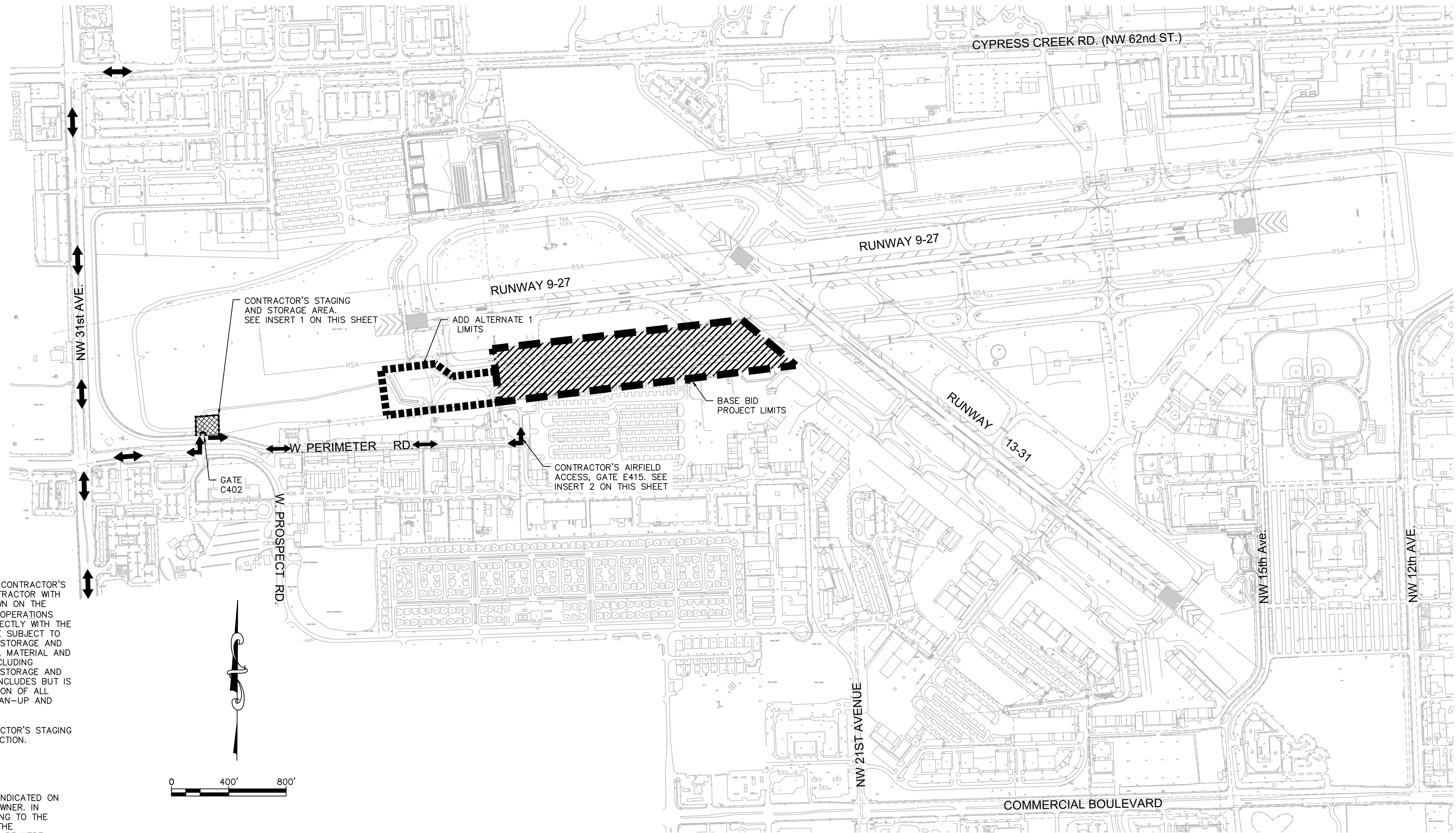
-  ACCESS / HAUL ROUTE
-  CONTRACTOR'S STAGING AND STORAGE AREA. MAXIMUM EQUIPMENT HEIGHT = 20'
-  PROJECT BOUNDARY AREA
-  TEMPORARY SECURITY FENCE. SEE SHEET C05.
-  RSA RUNWAY SAFETY AREA
- ① STAGING AREA: CONTRACTOR'S STAGING AND STORAGE AREA. STAGING AREAS SHALL BE CONSTRUCTED AS TO AVOID OWL/GOPHER TORTOISE BURROWS. EMPLOYEE VEHICLES SHALL NOT GO BEYOND CONTRACTORS FENCED STAGING AREA.
- ② CONTRACTOR'S ACCESS GATE. CONTRACTOR TO REMOVE EXISTING GATES PRIOR TO CONSTRUCTION, TEMPORARY GATES TO BE INSTALLED AT EACH LOCATION. TEMPORARY GATES TO BE REMOVED AND ORIGINAL GATES RESTORED AFTER CONSTRUCTION IS COMPLETE. INSTALLATION AND REMOVAL OF TEMPORARY GATES ARE TO BE INCLUDED IN MOBILIZATION PAY ITEM.
- ③ CONTRACTOR'S SECURITY GUARD SHACK LOCATION.
- ⑤ CONSTRUCTION TRAFFIC SIGN

CONTRACTOR STAGING AREA NOTES:

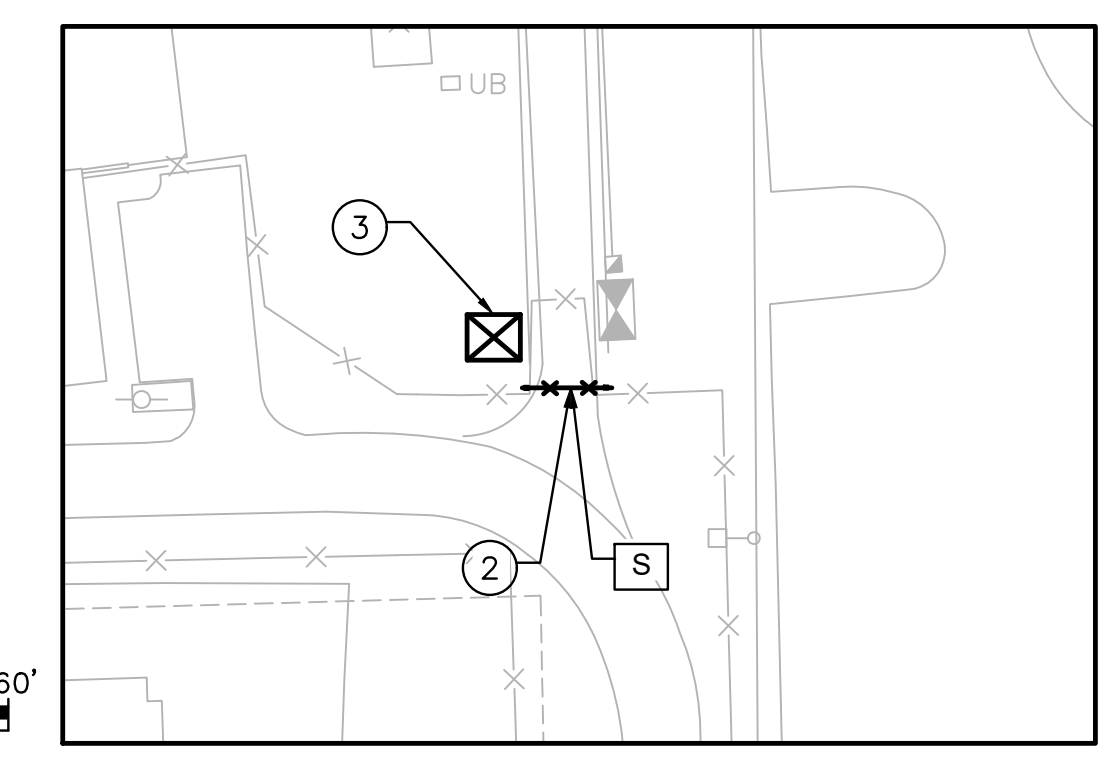
1. THE EXACT LIMITS, LIGHTING AND SECURITY REQUIREMENTS OF THE CONTRACTOR'S STAGING AND STORAGE AREA SHALL BE ESTABLISHED BY THE CONTRACTOR WITH THE APPROVAL OF THE OWNER IN THE AREAS GENERALLY AS SHOWN ON THE PLANS. ANY AND ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S OPERATIONS SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR DIRECTLY WITH THE APPROPRIATE UTILITY AGENCIES. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE CONTRACTOR SHALL USE THE STORAGE AND STAGING AREA SHOWN ON THE PLANS FOR ITS FIELD OFFICE, SHOP, MATERIAL AND EQUIPMENT STORAGE, AND OTHER PROJECT RELATED ACTIVITIES, INCLUDING EMPLOYEE PARKING. ALL COSTS ASSOCIATED WITH PREPARING THE STORAGE AND STAGING AREA SITE SHALL BE BORNE BY THE CONTRACTOR. THIS INCLUDES BUT IS NOT LIMITED TO, CLEARING AND GRADING OF THE SITE, CONSTRUCTION OF ALL TEMPORARY UTILITIES, ACCESS ROADS, ALL SECURITY FENCING, CLEAN-UP AND RESTORATION OF SITE TO ORIGINAL CONDITION.
2. CONSTRUCTION EQUIPMENT SHALL BE PARKED ONLY WITHIN CONTRACTOR'S STAGING AND STORAGE AREA OUTSIDE OF ESTABLISHED HOURS OF CONSTRUCTION.

ACCESS AND HAUL ROAD NOTES:

1. HAUL ROADS TO BE USED UNDER THIS PROJECT SHALL BE THOSE INDICATED ON THE DRAWINGS OR OTHERWISE SPECIFICALLY AUTHORIZED BY THE OWNER. IN GENERAL, THE CONTRACTOR SHALL CONFINE EQUIPMENT AND HAULING TO THE AREAS UNDER CONSTRUCTION. NO DEBRIS SHALL BE ALLOWED ON THE ROADWAYS OR AIRPORT PAVED SURFACES. ACTIVE TAXIWAYS SHALL BE KEPT FREE OF DEBRIS AT ALL TIMES. CONTRACTOR SHALL MAINTAIN VACUUM SWEEPERS ON SITE FOR THAT USE. OTHER PAVEMENTS SHALL BE CLEANED BY THE CONTRACTOR DAILY, AND AS REQUIRED, USING VACUUM SWEEPERS TO KEEP ALL ACCESS AND CONSTRUCTION AREAS CLEAR OF SOILS, CLODS OR OTHER DEBRIS.
2. THE ACCESS POINTS TO THE PROJECT SITE ARE SHOWN ON THE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AIRPORT SERVICE ROADS TO THEIR PRECONSTRUCTION CONDITION WHERE SUCH ROADS ARE USED BY THE CONTRACTOR FOR HAULING OPERATIONS.
4. THE CONTRACTOR SHALL RESTORE ALL TURFED AND PAVED AREAS USED FOR HAUL ROADS TO THEIR ORIGINAL CONDITION, INCLUDING THE ESTABLISHMENT OF TURF. ALL COSTS FOR CONSTRUCTING, REMOVING AND RESTORING OF HAUL ROADS REQUIRED FOR THE COMPLETION OF THE WORK SHALL BE BORNE BY THE CONTRACTOR.
5. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEAN-UP OF ANY DEBRIS DEPOSITED AT THE PROJECT SITE AND ALONG ANY ROAD AS A RESULT OF HIS/HER CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNAGE AT THE ACCESS GATE AND ALONG THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL BE APPROVED BY THE OWNER. ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE SHALL BE DIRECTED TO THE ACCESS POINTS IDENTIFIED.
6. RUBBER Tired VEHICLES ONLY SHALL BE ALLOWED ON EXISTING AIRPORT PAVEMENT WHICH IS TO REMAIN.
7. THE CONTRACTOR, THROUGH THE CONTRACTOR SECURITY OFFICER, SHALL ESTABLISH AND MAINTAIN A LIST OF CONTRACTOR AND SUBCONTRACTOR VEHICLES AUTHORIZED TO OPERATE ON THE SITE. VEHICLE PERMITS SHALL BE ASSIGNED IN ACCORDANCE WITH AIRPORT SECURITY PROCEDURES.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE ROUTES (STATE HIGHWAYS, COUNTY ROADS OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE.
9. ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION AREAS, STAGING AREAS OR HAUL ROUTES.
10. ALL CONTRACTOR VEHICLES SHALL DISPLAY IN FULL VIEW LOGOS CONSPICUOUSLY PLACED ON EACH SIDE OF THE VEHICLE WITH 4" MINIMUM LETTER HEIGHT. ALL VEHICLES OPERATING IN THE ACTIVE AOA DURING HOURS OF LOW VISIBILITY OR DARKNESS SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME-TYPE LIGHT MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO AIRPORT CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
11. NO CONTRACTOR VEHICLES ARE TO CROSS ACTIVE RUNWAYS, NAVAID CRITICAL AREAS, TAXIWAYS AND APPROACH CLEAR ZONES UNLESS THE ESCORT IS UNDER THE DIRECT CONTROL OF THE AIRPORT GROUND CONTROLLER. CONTRACTOR VEHICLES TO HAVE A WORKING STROBE LIGHT ON AT ALL TIMES. IT SHALL BE UNDERSTOOD BY THE CONTRACTOR THAT AIRPORT TRAFFIC ON RUNWAYS, TAXIWAYS AND APRONS SHALL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC.
12. CONTRACTOR SHALL PROVIDE PROFESSIONALLY PAINTED SIGNS TO DIRECT MATERIAL SUPPLIERS AND EMPLOYEES TO THE CONSTRUCTION SITE. SIGN AT ENTRANCE GATE SHALL BE PROFESSIONALLY PAINTED 4' X 8' AND READ "CONSTRUCTION VEHICLES ONLY - NO VENDORS ALLOWED."
13. CONTRACTOR ACCESS GATES SHALL BE GUARDED OR LOCKED. CONTRACTOR SHALL PROVIDE GATE GUARDS.
14. CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE ANY PERMITS, INCLUDING BUT NOT LIMITED TO DRIVEWAY PERMITS, FOR CONSTRUCTION AND USE OF ACCESS GATE.
15. ACCESS GATE LOCATION IS SUBJECT TO APPROVAL BY OWNER.
16. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL REMOVE TEMPORARY ACCESS GATES AND RESTORE FENCE, SWALES, SOD ETC. TO ORIGINAL CONDITION.
17. COVER EXISTING UTILITIES IN AREAS OF TRUCK TRAFFIC WITH MINIMUM 12" OF LIMEROCK, INCLUDE IN PAY ITEM FOR MOBILIZATION.
18. DISPOSAL OF MILLING WILL BE ON SITE FOR USE TO CONSTRUCT SERVICE ROADS, FOR DISPOSAL IN AREAS SHOWN ON PLANS, AND IN OTHER ON AIRPORT SITES AS DIRECTED BY OWNER. ROUTING OF VEHICLES FOR DISPOSAL OF MILLING WILL BE AS APPROVED BY OWNER AND ATCT AND MAY REQUIRE RADIO CONTACT WITH ATCT DURING HAULING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING THE MILLINGS NOT USED ON THE AIRPORT OFFSITE AT NO COST TO THE OWNER.



INSERT 1: CONTRACTOR STAGING AND STORAGE AREA



INSERT 2: ENTRANCE GATE AREA

CALL 48 HOURS BEFORE YOU DIG

**811**

IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CALL 48 HOURS BEFORE DIGGING  
FAA FACILITIES 954-356-7212

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600 N. PINE ISLAND RD., SUITE 400, PLANTATION, FL 33324  
PHONE: TEL. (954) 350-0909  
FAX: (954) 350-0909

**HILLIERS ELECTRICAL ENGINEERING, INC.**  
12444-C04-STAG  
28287 STATE ROAD 7, SUITE 100  
BOCA RATON, FLORIDA 33488  
(561) 451-9185 PHONE  
(561) 451-8888 FAX

State of Florida  
Professional Engineer  
License No. 62478

THOMAS F. O'DONNELL

DATE:	01/22/2021
DRAWN BY:	MEM
DESIGNED BY:	SCALE:
MEM	AS NOTED
CHECKED BY:	TFO
FIELD BOOK:	

**CITY OF FORT LAUDERDALE**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT # 12455  
TAXIWAY INTERSECTION  
IMPROVEMENTS  
ACCESS AND STAGING PLAN

SHEET NO. OF  
**C04** 41

TOTAL: 65

CAD FILE: 12444-C04-STAG

DRAWING FILE NO. 4-141-47

**BID SET**

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CONSTRUCTION SAFETY NOTES:

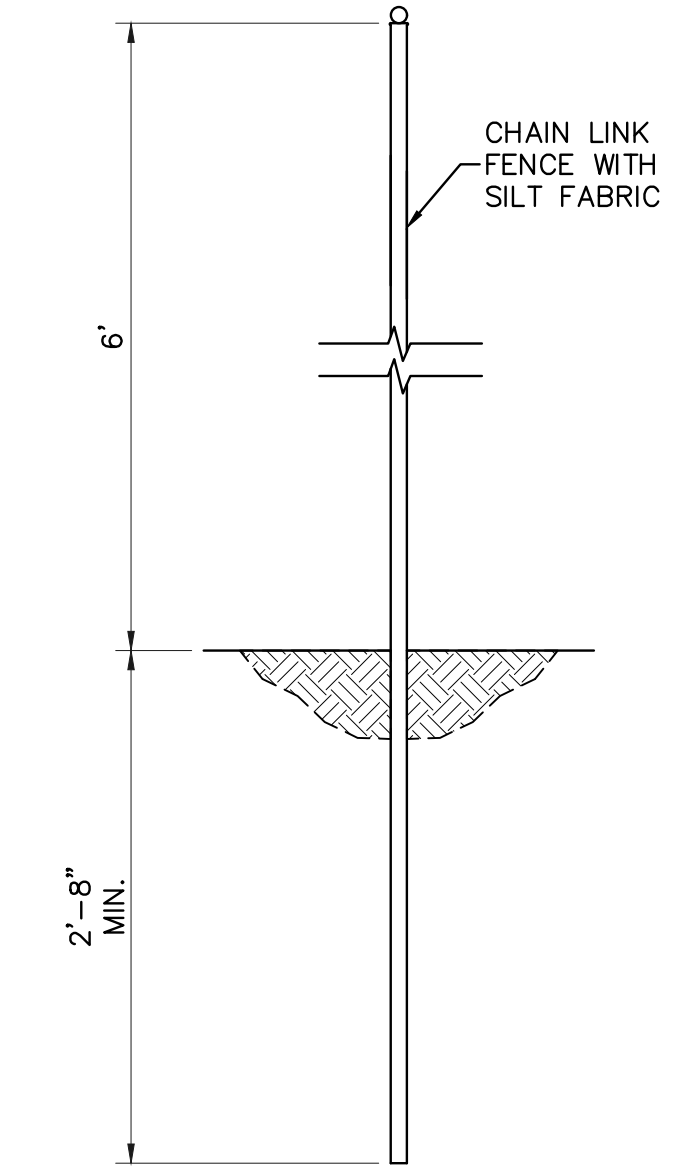
- ALL CONSTRUCTION FOR THIS PROJECT SHALL CONFORM TO THE GUIDELINES SET FORTH IN FEDERAL AVIATION ADMINISTRATION (FAA) AC150/5370-2F "OPERATIONAL SAFETY AIRPORTS DURING CONSTRUCTION", AND THESE PLANS AND SPECIFICATIONS.
- CONSTRUCTION ACTIVITIES ARE NOT PERMITTED WITHIN THE RUNWAY SAFETY AREA (RSA) OF ANY RUNWAY THAT IS OPEN FOR AIRCRAFT OPERATIONS. (SEE SECTION 221, AC 150/5370-2F, CHAPTER 2)
- CONSTRUCTION ACTIVITIES ARE NOT PERMITTED WITHIN TAXIWAY SAFETY AREA (TSA) OF AN ACTIVE TAXIWAY PLUS AN ON- APRON TAXILANE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER. (SEE SECTION 211, AC No. 150/5370-2F, CHAPTER 2)
- NO CONSTRUCTION TRAFFIC SHALL ENTER OR CROSS ANY ACTIVE AIRPORT OPERATIONAL AREA EXCEPT UPON AUTHORIZATION BY THE OWNER. THIS SPECIFICALLY INCLUDES THE RUNWAY PROTECTION ZONES AND THE RUNWAY AND TAXIWAY CONSTRUCTION SAFETY LIMITS IDENTIFIED IN CONSTRUCTION NOTES 2 AND 3 ABOVE.
- NO CONSTRUCTION TRAFFIC SHALL ENTER OR CROSS ANY LOCALIZER OR GLIDE SLOPE CRITICAL AREA EXCEPT UPON AUTHORIZATION BY THE OWNER.
- IN ORDER FOR THE CONTRACTOR TO OPERATE WITHIN THE AIR OPERATIONS AREA, APPROPRIATE NOTICES TO AIRMEN (NOTAMS) MUST BE ISSUED BY THE OWNER THROUGH THE FAA FLIGHT SERVICE STATION. THESE NOTICES PROVIDE INFORMATION ON CLOSED, LIMITED, OR HAZARDOUS CONDITIONS TO AIRMEN AND USERS OF THE AIRPORT. A 72-HOUR NOTICE IS REQUIRED FOR ISSUANCE OF THE NOTAM. ALL CONSTRUCTION OPERATIONS MUST BE CLOSELY COORDINATED WITH THE OWNER FOR NOTAM ISSUANCE.
- AIRCRAFT OPERATIONS SHALL AT ALL TIMES HAVE PRIORITY OVER ALL VEHICLES, EQUIPMENT AND PERSONNEL. THE CONTRACTOR SHALL EMPLOY STRICT MEASURES TO PREVENT ANY CONFLICT BETWEEN HIS PERSONNEL AND AIRCRAFT ON ANY ACTIVE AIRFIELD PAVEMENT. THE CONTRACTOR SHALL REMAIN CLEAR OF ACTIVE RUNWAYS AND TAXIWAYS.

- ALL CONTRACTOR VEHICLES, INCLUDING HAULING VEHICLES, THAT ARE AUTHORIZED TO OPERATE WITHIN THE SECURITY FENCE ON THE AIRPORT WITHIN THE DESIGNATED LIMITS OF CONSTRUCTION OR HAUL ROUTES AS DEFINED HEREIN, SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3'x3' OR LARGER ORANGE AND WHITE CHECKERBOARD FLAG, EACH CHECKERBOARD COLOR BEING 1 SQUARE. WHEN OPERATING DURING PERIODS OF DARKNESS OR LIMITED VISIBILITY, CONTRACTOR'S VEHICLES SHALL BE EQUIPPED WITH ROTATING OR FLASHING AMBER LIGHTS. DURING SUCH PERIODS, HAULING VEHICLES NOT SO EQUIPPED SHALL BE ESCORTED BY A VEHICLE SO EQUIPPED.
- CONTRACTOR SHALL CONTROL THE ON-AIRPORT MOVEMENT AND ACTIVITIES OF ITS EMPLOYEES AND SUBCONTRACTORS.
- OPEN-FLAME WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS ARE PROVIDED AND HAVE BEEN APPROVED BY THE OWNER.
- OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIALS AT THE CONSTRUCTION SITE SHALL BE PROMINENTLY MARKED WITH ORANGE FLAGS AND LIGHTED WITH FLASHING AMBER LIGHT UNITS (ACCEPTABLE TO THE OWNER) DURING HOURS OF RESTRICTED VISIBILITY OR DARKNESS.
- STOCKPILED MATERIAL SHALL BE CONSTRAINED IN A MANNER TO PREVENT MOVEMENT AS A RESULT OF AIRCRAFT, WIND, AND/OR OTHER REASON.
- ANY DAMAGE TO THE EXISTING AIRPORT LIGHTING SYSTEM CAUSED BY CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY NOTED TO THE OWNER AND REPAIRED BY THE CONTRACTOR AT ITS OWN EXPENSE.
- CONTRACTOR GENERATED DEBRIS, WASTE AND LOOSE MATERIAL CAPABLE OF CAUSING DAMAGE TO AIRCRAFT LANDING GEAR, PROPELLERS AND ROTORS, OR OF BEING INGESTED BY JET ENGINES SHALL NOT BE LEFT ON ACTIVE AIRCRAFT MOVEMENT AREAS. MATERIAL DROPPING WITHIN THESE AREAS SHALL BE REMOVED IMMEDIATELY AND CONTINUOUSLY DURING WORKING HOURS.

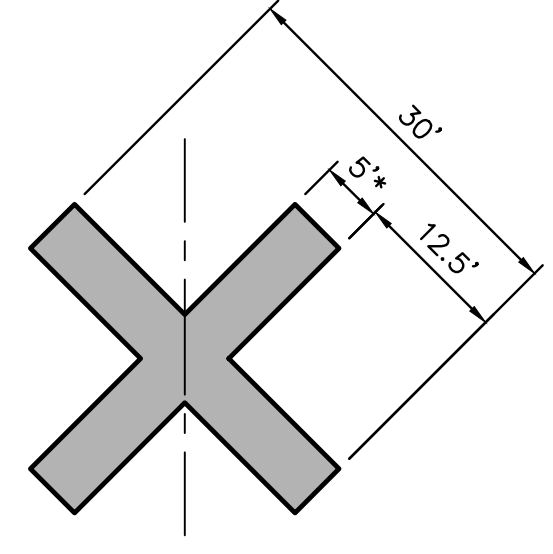
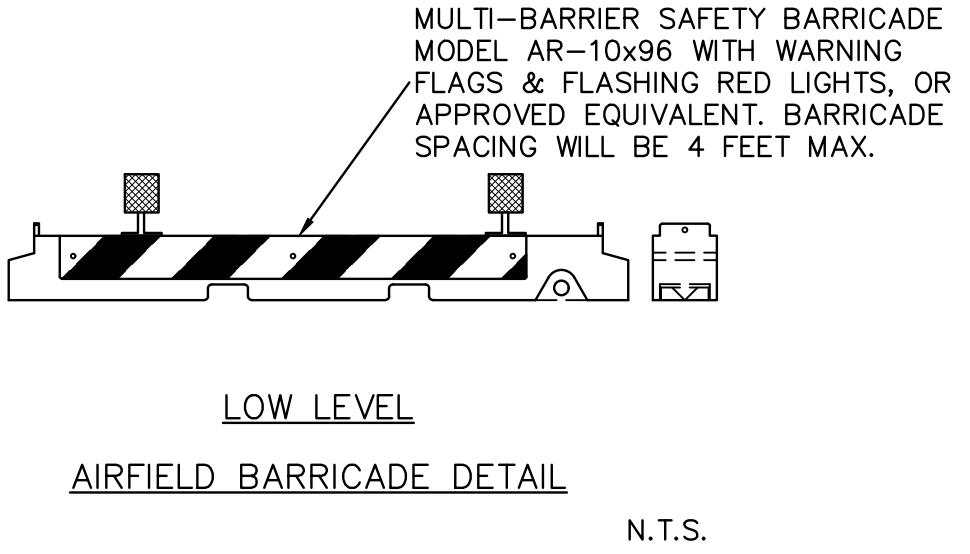
- CONTRACTOR SHALL BE RESPONSIBLE FOR INFORMING ALL PERSONS UNDER ITS CONTROL THAT UNAUTHORIZED CONSTRUCTION PERSONNEL FOUND IN RESTRICTED AREAS OF THE AIRPORT SHOWN ON THE SAFETY PLAN ARE SUBJECT TO ARREST FOR A PUNISHABLE FEDERAL OFFENSE AND WILL PROMPTLY AND PERMANENTLY BE REMOVED FROM THE JOB.
- CONTRACTOR ACCESS GATES SHALL BE MANNED BY A CONTRACTOR SUPPLIED GATE GUARD OR REMAIN LOCKED AT ALL TIMES. APPROVED GATE GUARD SHALL CONTROL ACCESS TO ALLOW ONLY AUTHORIZED CONSTRUCTION TRAFFIC TO ENTER THE SITE.
- AIRPORT STAFF SHALL CONTROL AND ESCORT ALL CONSTRUCTION TRAFFIC ENTERING THE SECURED AREA OF THE AIRPORT TO PREVENT CONFLICTS WITH AIRCRAFT OPERATIONS. NO PRIVATE VEHICLES WILL BE ALLOWED ON THE AIRPORT.
- SPECIAL ACCESS REQUIREMENTS AND OPERATING LIMITATIONS ARE REQUIRED INSIDE THE SECURITY FENCE. THE CONTRACTOR SHALL DELINEATE WORK LIMITS WITHIN THESE AREAS USING ORANGE CONSTRUCTION FENCE. CONFINEMENT MEN, EQUIPMENT AND MATERIALS OUTSIDE OF THE TAXIWAY OBJECT FREE AREA (TOFA) WHEN TAXIWAY IS ACTIVE.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY LIGHTED BARRICADES EVERY 30 FEET BOTH SIDE OF HARD ROAD TO CLEARLY MARK THE DESIGNATED ACCESS ROUTES TO AFFECTED AREAS OF AIRPORT PROPERTY. CONTRACTOR SHALL CONTROL ACCESS TO THE WORKING AREA BY CONSTRUCTION VEHICLES AS DELINEATED ON THIS PLAN.
- CONTRACTOR SHALL HAVE ACCESS TO THE SECURED AREA OF THE AIRPORT ONLY AT THE LOCATION DESIGNATED ON THE PLANS OR APPROVED BY THE OWNER. ALL OTHER ACCESS SHALL BE BY SPECIAL REQUEST AND SUBJECT TO APPROVAL BY THE OWNER. THE CONTRACTOR SHALL PROVIDE FLAGMEN TO COORDINATE AND CONTROL CONSTRUCTION TRAFFIC WHEN OPERATING ACROSS ANY ACTIVE TAXIWAY OR APRON.

- THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN FLASHING LIGHTS AND BARRICADES ALONG TAXIWAY EDGES WHEREVER OPEN EXCAVATIONS OR IRREGULAR GRADES ARE LEFT WITHIN THE SAFETY AREA OF AN ACTIVE TAXIWAY OR WHERE TEMPORARY PAVEMENT CLOSURES OR AIRCRAFT LIMITATIONS ARE REQUIRED. BARRICADES SHALL BE PLACED IN A CONTINUOUS LINE OR AS NOTED ALONG THE AFFECTED PAVEMENT EDGE OR ACROSS THE PAVEMENT OF A CLOSED TAXIWAY. THE CONTRACTOR SHALL DAILY MAINTAIN THE LIGHTS AND BARRICADES IN AN OPERABLE CONDITION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL FURNISH THE OWNER A CONTACT NUMBER FOR 24-HOUR MAINTENANCE OF LIGHTS AND BARRICADES.
- THE CONTRACTOR SHALL PERFORM CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT ATTRACTION TO BIRDS CAUSED BY PONDED WATER AND GRASS SEED.
- REFER TO THE GENERAL NOTES FOR REQUIREMENTS PERTAINING TO STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS WHEN NOT IN USE.
- THE CONTRACTOR SHALL COMPLY WITH ALL SECURITY REQUIREMENTS SPECIFIED HEREIN OR MANDATED BY FAA OR TSA. THE CONTRACTOR SHALL DESIGNATE IN WRITING TO THE OWNER THE NAME OF ITS "CONTRACTOR SECURITY OFFICER". THE CONTRACTOR SECURITY OFFICER SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS OF THE CONTRACT.
- THE CONTRACTOR'S SECURITY OFFICER SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THESE REQUIREMENTS. CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO THE SECURE AREA OF THE AIRPORT SHALL ATTEND THE OWNER'S SECURITY TRAINING SESSION AND SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREAS.

- ALL CONTRACTOR PERSONNEL WHO REQUIRE ACCESS TO THE SECURE AREA OF THE AIRPORT SHALL HAVE OWNER ISSUED IDENTIFICATION BADGES DISPLAYED AT ALL TIMES WHEN WORKING INSIDE THE AIRCRAFT OPERATIONS AREA. THE AIRPORT ID PROGRAM IS UNDER CONSTANT REVIEW BY THE FAA AND THE AUTHORITY AND ALL CONTEMPORARY REQUIREMENTS WILL GOVERN. THE CONTRACTOR SHALL ASSIGN THE CONTRACTOR SECURITY OFFICER DESCRIBED ABOVE AS THE SINGLE POINT CONTACT FOR ALL IDENTIFICATION BADGING REQUIREMENTS.
- THE CONTRACTOR SHALL ACQUAINT ITS SUPERVISORS AND EMPLOYEES WITH THE AIRPORT ACTIVITIES AND OPERATIONS THAT ARE INHERENT AT THIS AIRPORT AND SHALL CONDUCT ITS CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND TO THE GUIDELINES ON SAFETY.
- ITEMS FOR CONTROL OF SAFETY DURING CONSTRUCTION SUCH AS VEHICLE LIGHTING, ETC. SHALL BE PAID FOR IN ACCORDANCE WITH SPECIFICATION S-102 AND SHALL BE CONSIDERED AS A SUBSIDIARY OBLIGATION FOR THE CONTRACTOR COVERED UNDER THESE ITEMS.
- SEE PHASING PLANS SHEETS C06 THROUGH C10 FOR BARRICADE LOCATIONS.



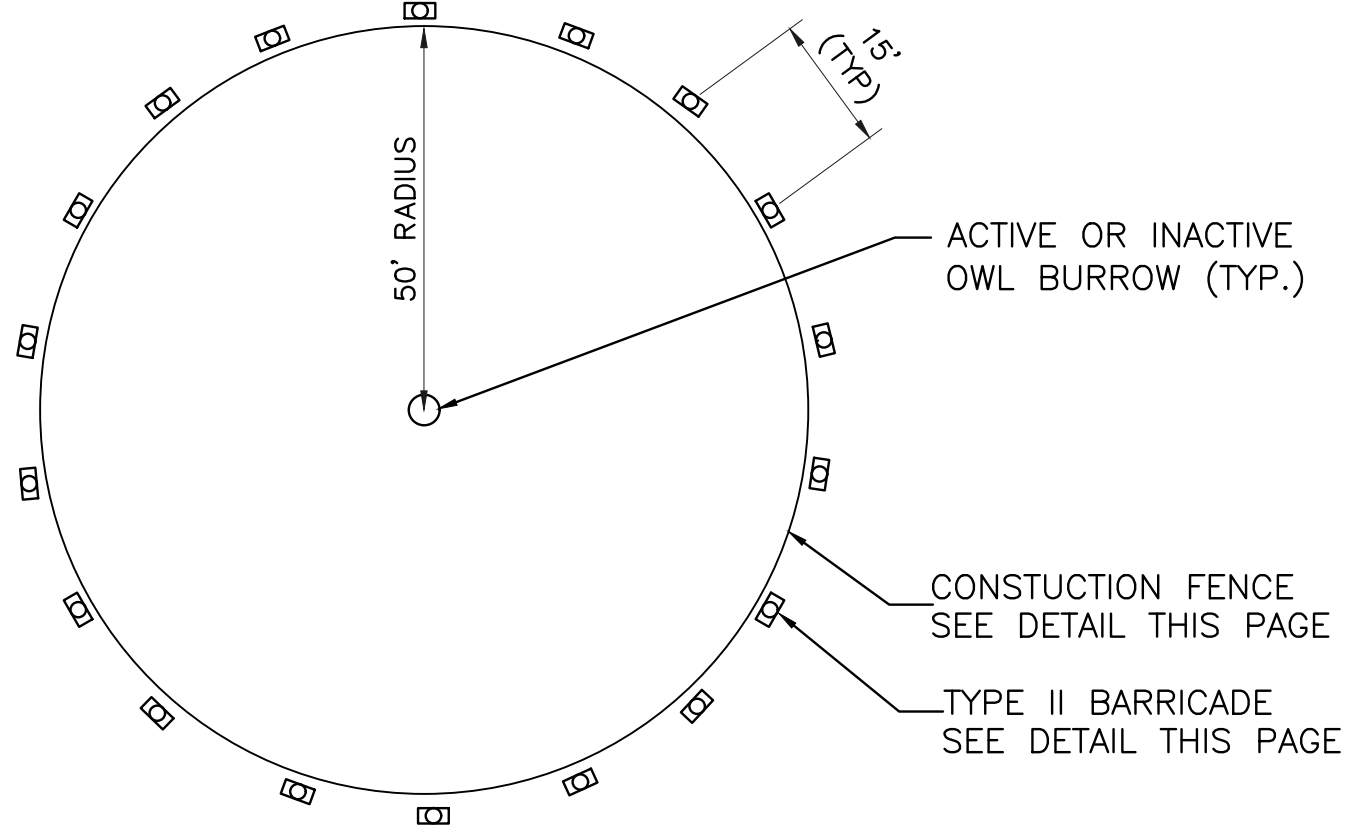
TEMPORARY SECURITY FENCE DETAIL N.T.S.



\* FOR TEMPORARY X's THIS DIMENSION MAY BE CHANGED TO 4 FEET.

CLOSED TAXIWAY MARKING NOTES:

- TEMPORARY CLOSED TAXIWAY MARKINGS SHALL BE CONSTRUCTED OF AN EASILY REMOVABLE MATERIAL, SUCH AS PLYWOOD OR FABRIC, AND HELD IN PLACE WITH SAND BAGS PAINTED YELLOW. TEMPORARY CLOSED TAXIWAY MARKING SHALL BE YELLOW IN COLOR.
- THE CONTRACTOR SHALL PLACE TEMPORARY CLOSED TAXIWAY MARKINGS ON THE CENTERLINE OF THE FACILITY TO BE CLOSED AS SHOWN ON PLANS OR AS DIRECTED BY THE AIRPORT ENGINEER.
- NO PAYMENT WILL BE MADE FOR RELOCATIONS OF TEMPORARY CLOSED TAXIWAY MARKINGS.
- PAYMENT FOR ITEM IS INCLUDED IN S-102. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.



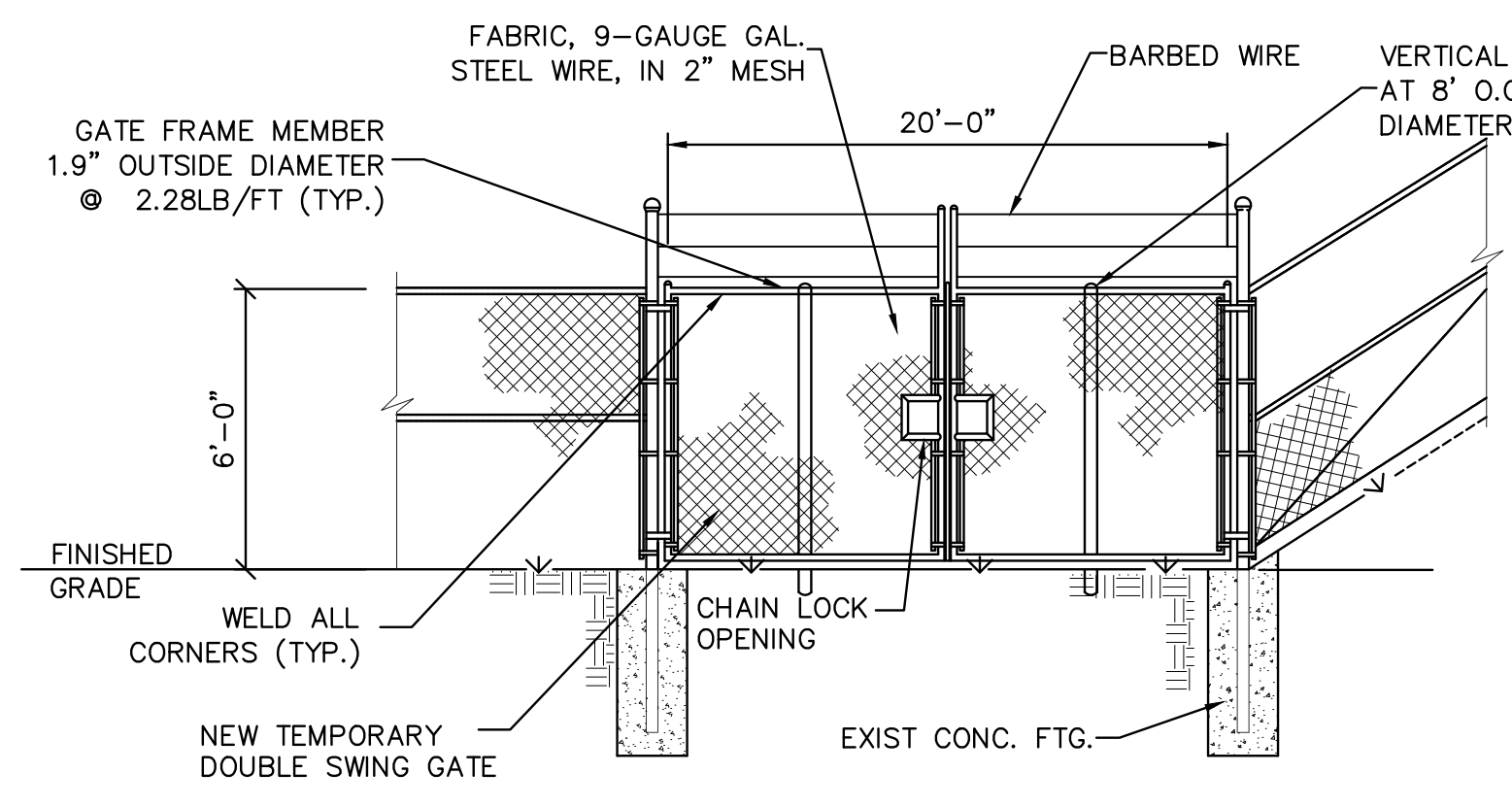
BURROW OWL FENCING PROTECTION DETAIL N.T.S.

NOTE: IF FULL FENCE ENCLOSURE IS NOT USED IT WILL BE PAID AS A FRACTION

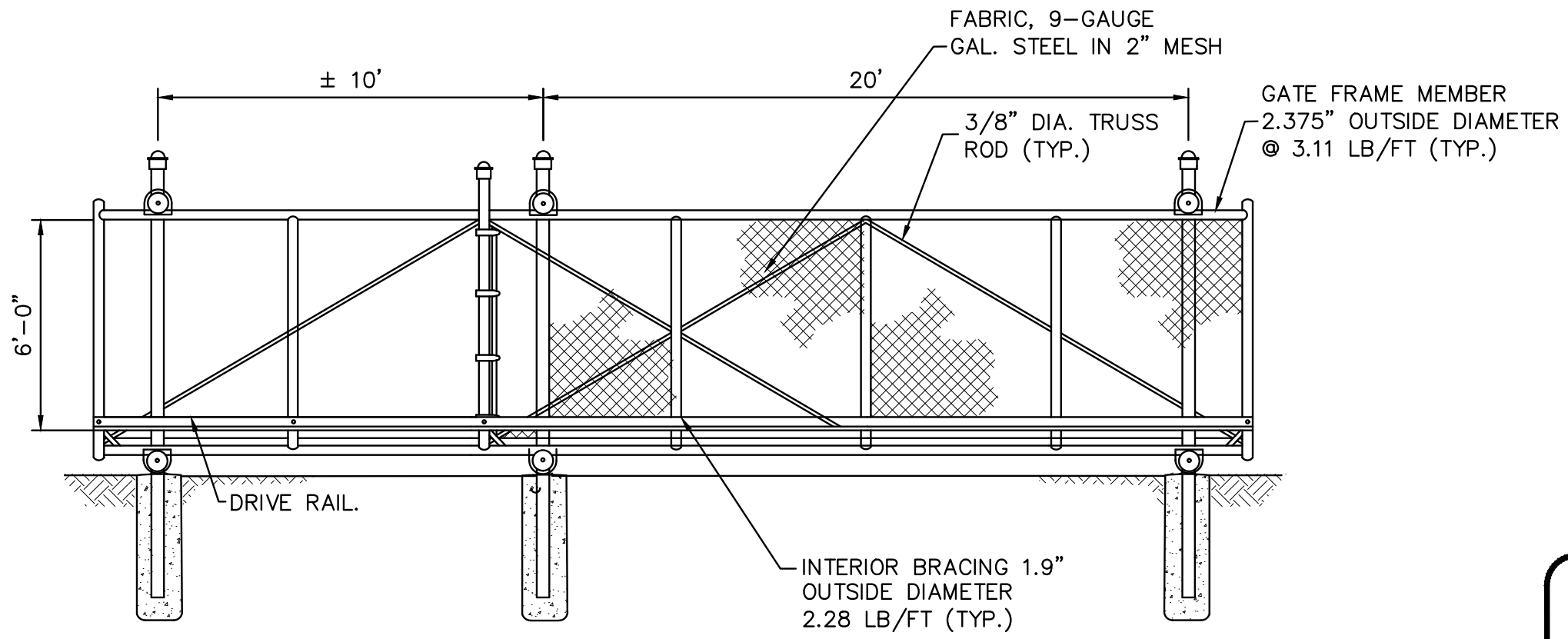
LOW LEVEL AIRFIELD BARRICADE NOTES:

- BARRICADES SHALL BE PLACED AS SHOWN ON THE PHASING PLAN SHEETS C06 THROUGH C10 TO DELINEATE THE CONTRACTOR'S WORK AREAS.
- BARRICADE SECTIONS CAN BE WHITE OR ORANGE WITH WHITE AND ORANGE RETRO-REFLECTIVE MARKING OR STICKERS. BARRICADES WILL BE LIGHTED AND FLAGGED.
- ALL BARRICADES SHALL BE CHECKED VISUALLY FOR SIGNS OF WEAR AND TEAR ON A WEEKLY BASIS AND SHALL BE REPAIRED OR REPLACED WHEN DEEMED APPROPRIATE BY THE ENGINEER. THE CONDITIONS OF LIGHTING UNITS SHALL BE CHECKED DAILY. ALL LIGHT FIXTURES SHALL BE VERIFIED OPERATING BY THE CONTRACTOR ON A DAILY BASIS BEFORE THE CONTRACTOR CEASES OPERATION FOR THE DAY. THE AREAS AROUND ALL BARRICADES SHALL BE CLEANED AS DIRECTED IN THE GENERAL NOTES AND THE SAFETY NOTES.
- BARRICADES ALONG ACTIVE APRON OR TAXIWAY PAVEMENT SHALL BE PLACED APPROXIMATELY 4 FEET FROM THE EDGE OF THE FULL STRENGTH PAVEMENT. BARRICADES SHALL BE PLACED IN A CONTINUOUS LINE.
- ALTERNATE FORMS OF BARRICADES MAY BE PROPOSED BY THE CONTRACTOR WHICH MEET THESE FUNCTIONAL REQUIREMENTS. APPROVALS OF ANY SUCH SUBSTITUTION (IF GRANTED) SHALL BE BY THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
- THE FINAL LOCATION FOR THE BARRICADES SHALL BE ESTABLISHED IN THE FIELD WITH CONCURRENCE FROM THE OWNER.
- THE CONTRACTOR SHALL FURNISH, INSTALL, MAINTAIN, RELOCATE AND REMOVE ALL BARRICADES. ALL WORK SHALL BE INCIDENTAL TO S-102 IN THE A.O.A.
- THE CONTRACTOR SHALL DAILY MAINTAIN THE LIGHTS AND BARRICADES IN OPERABLE CONDITION. THE CONTRACTOR SHALL HAVE REPLACEMENT LIGHTS AND BATTERIES ON SITE AND SHALL REPLACE LIGHTS AND/OR BATTERIES WITHIN ONE HOUR OF NOTIFICATION BY THE ENGINEER OR AIRPORT PERSONNEL. CONTRACTOR SHALL FURNISH THE OWNER WITH THE NAME AND TELEPHONE NUMBER FOR AN ON-CALL REPRESENTATIVE 24 HOURS PER DAY, SEVEN DAYS PER WEEK TO REPLACE BATTERIES AND INOPERATIVE LIGHTS AND MAINTAIN THE BARRICADES.
- FLASHING LIGHTS SHALL BE PLACED AT THE ENDS AND AT CORNERS OF EACH LINE OF BARRICADES, ALL OTHER LIGHTS ON BARRICADES SHALL BE STEADY-BURN.

TEMPORARY TAXIWAY CLOSURE MARKER



TEMPORARY SECURITY DOUBLE SWING GATE N.T.S.



TEMPORARY SLIDE GATE DETAIL N.T.S.

NOTES:

- TEMPORARY GATES TO BE REMOVED AFTER CONSTRUCTION IS COMPLETE. COST OF GATES ARE TO BE INCLUDED IN MOBILIZATION PAY ITEM. EXACT LOCATION TO BE COORDINATED WITH OWNER.
- TEMPORARY GATE DETAIL SHOW MAX WIDTH, CONTRACTOR TO MEASURE ACTUAL DIMENSIONS IN FIELD PRIOR TO FABRICATION.

State of Florida Professional Engineer License No. 62478 THOMAS F. O'DONNELL

DATE: 01/22/2021 DRAWN BY: MEM DESIGNED BY: SCALE: AS NOTED CHECKED BY: MEM TFO FIELD BOOK:

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

NO.	DATE	BY	CHG'D	REVISIONS	DESCRIPTION

PROJECT # 12455 TAXIWAY INTERSECTION IMPROVEMENTS SAFETY NOTES AND DETAILS

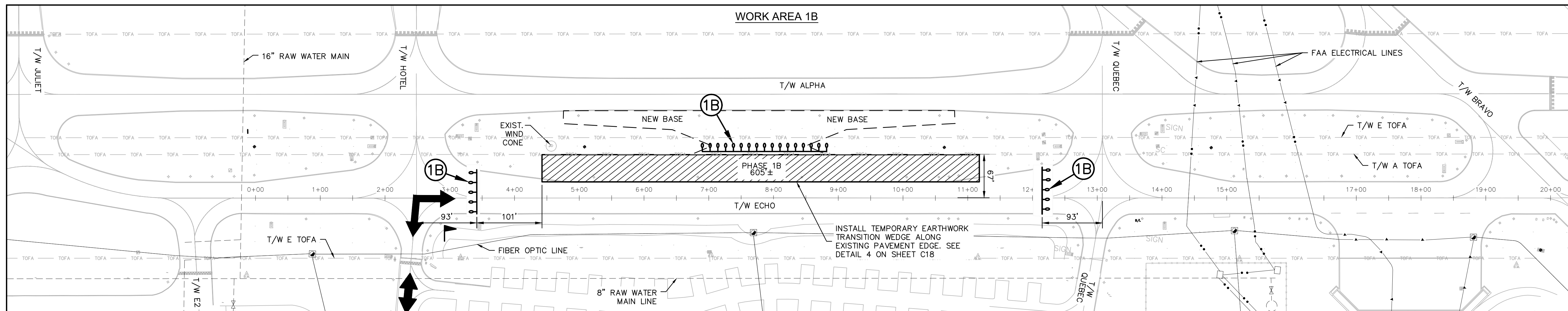
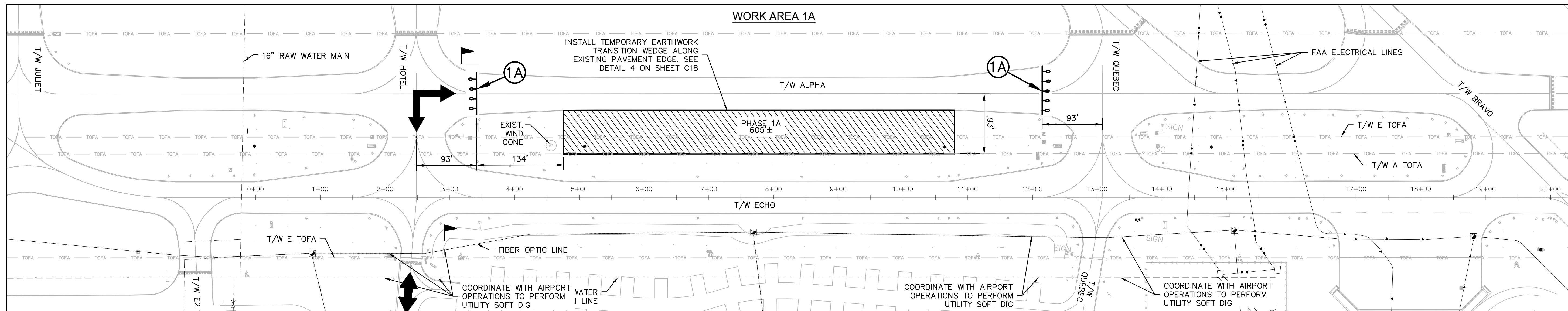
SHEET NO.	OF
<b>C05</b>	<b>41</b>
TOTAL:	65
CAD FILE:	12444-C05-SAFE
DRAWING FILE NO.	4-141-47

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**MOBILIZATION**

**MOBILIZATION DESCRIPTION**

1. SUBMIT ALL SHOP DRAWINGS.
2. REMOVE, SALVAGE, AND STORE EXISTING AIRFIELD GATES.
3. INSTALL TEMPORARY CONSTRUCTION GATES.
4. PREPARE STAGING AREA INCLUDING BUT NOT LIMITED TO CONSTRUCTING STAGING AREA BASE.
5. INSTALL STAGING AREA FENCING AND OTHER SECURITY MEASURES

**MOBILIZATION AIRCRAFT MOVEMENT**

CONSTRUCTION IN THE WORK AREA WILL BE PERFORMED OUTSIDE OF AIRPORT SAFETY AREAS AND PROTECTED SURFACES. ALL AIRPORT INFRASTRUCTURE TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM AND 4:00 PM.

**MOBILIZATION LIMIT OF WORK**

THE LIMITS OF THIS WORK AREA WILL CONSIST OF ALL ACCESS POINTS AND THE CONTRACTOR'S STAGING AREA.

**PHASE 1**

**WORK AREA A**

**WORK AREA A DESCRIPTION**

1. INSTALL BARRICADES.
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. PERFORM CLEARING AND GRUBBING.
4. CONSTRUCT EMBANKMENT, SUBGRADE, SUBBASE, AND LIME ROCK BASE COURSE.
5. CONSTRUCT SHOULDERS.
6. PERFORM ELECTRICAL WORK.
7. INSTALL TEMPORARY EARTHWORK TRANSITION WEDGES
8. PERFORM UTILITY SOFT DIGS

**WORK AREA A AIRCRAFT MOVEMENT**

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY A EAST OF TAXIWAY H AND WEST OF TAXIWAY Q. RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS H AND Q TO REMAIN OPEN. TAXIWAY E TO REMAIN OPEN WITH OPERATIONS LIMITED TO ADG II OR SMALLER AIRCRAFT. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT AND EARTHWORK TRANSITION WEDGES AS SHOWN ON DETAIL 4 ON SHEET C18 WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE. CONTRACTOR TO COORDINATE UTILITY SOFT DIGS WITH AIRPORT OPERATIONS 48 HOURS IN ADVANCE OF WORK. SOFT DIGS TO BE PERFORMED BETWEEN 10 PM AND 6 AM SUNDAY THROUGH THURSDAY.

**WORK AREA A LIMIT OF WORK**

THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY H TO 93' WEST OF TAXIWAY Q, AND FROM TAXIWAY A SOUTH 93'.

**WORK AREA A SEQUENCING**

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF MOBILIZATION.

**WORK AREA B**

**WORK AREA B DESCRIPTION**

1. INSTALL BARRICADES.
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. PERFORM CLEARING AND GRUBBING.
4. CONSTRUCT EMBANKMENT, SUBGRADE, SUBBASE, AND LIME ROCK BASE COURSE.
5. CONSTRUCT SHOULDERS.
6. PERFORM ELECTRICAL DEMOLITION WORK.
7. INSTALL TEMPORARY EARTHWORK TRANSITION WEDGES

**WORK AREA B AIRCRAFT MOVEMENT**

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY A EAST OF TAXIWAY H AND WEST OF TAXIWAY Q. RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS A, H, AND Q TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT AND EARTHWORK TRANSITION WEDGES AS SHOWN ON DETAIL 4 ON SHEET C18 WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

**WORK AREA B LIMIT OF WORK**

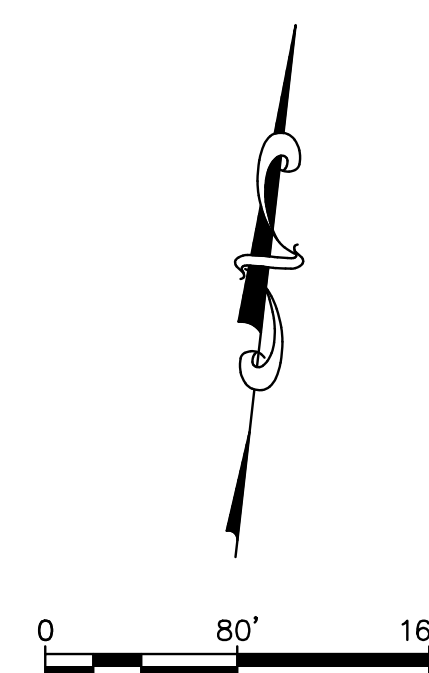
THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY H TO 93' WEST OF TAXIWAY Q, AND FROM TAXIWAY E NORTH 67'.

**WORK AREA B SEQUENCING**

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA A.

**LEGEND**

- PHASE 1, AREA A
- PHASE 1, AREA B
- LOW LEVEL AIRFIELD BARRICADES
- APPROXIMATE BARRICADE LOCATION BY PHASE NUMBER
- TEMP. TAXIWAY CLOSURE MARKER SEE DETAIL SHEET C05
- HAUL ROUTE
- FLAGMAN



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State of Florida  
Professional Engineer  
License No. 62478

DATE: 01/22/2021  
DRAWN BY: MEM  
DESIGNED BY: SCALE: AS NOTED  
MEM  
CHECKED BY: TFO  
FIELD BOOK:

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

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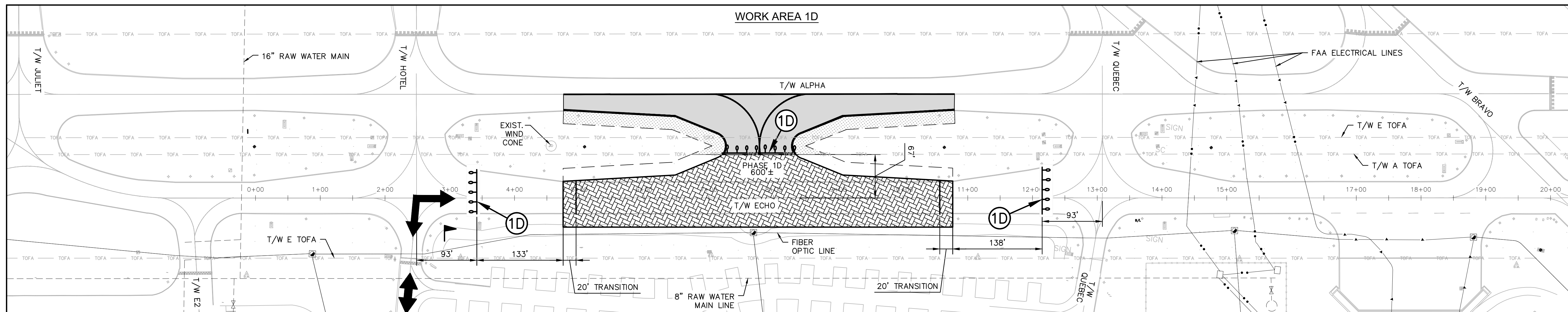
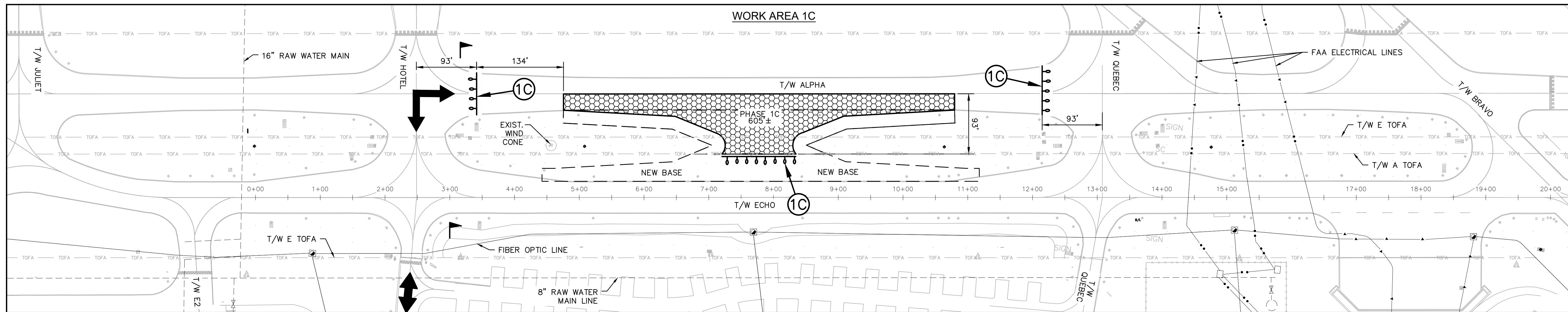
PROJECT # 12455  
TAXIWAY INTERSECTION  
IMPROVEMENTS  
PHASING PLAN 1 (1)

SHEET NO. OF  
**C06** 41

TOTAL: 65  
CAD FILE: 12444-MULTI-PHAS1  
DRAWING FILE NO. 4-141-47

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PHASE 1

WORK AREA C

WORK AREA C DESCRIPTION

1. INSTALL BARRICADES.
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. MILL BITUMINOUS ASPHALT AT INTERSECTION WITH EXISTING TAXIWAY A.
4. PERFORM ELECTRICAL INSTALLATION WORK.
5. REMOVE TEMPORARY EARTHWORK TRANSITION WEDGES
6. PAVE (P-401) ASPHALT.
7. APPLY TEMPORARY PAINT MARKING.
8. INSTALL TOPSOILING AND SODDING.

WORK AREA C AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY A EAST OF TAXIWAY H AND WEST OF TAXIWAY Q, RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS H AND Q TO REMAIN OPEN. TAXIWAY E TO REMAIN OPEN WITH OPERATIONS LIMITED TO ADG II OR SMALLER AIRCRAFT. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA C LIMIT OF WORK

THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY H TO 93' WEST OF TAXIWAY Q, AND FROM TAXIWAY A SOUTH 93'.

WORK AREA C SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA B.

WORK AREA D

WORK AREA D DESCRIPTION

1. INSTALL BARRICADES.
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. PERFORM CLEARING AND GRUBBING
4. PERFORM EARTHWORK
5. CONSTRUCT SHOULDERS
6. MILL BITUMINOUS ASPHALT AT INTERSECTION WITH EXISTING TAXIWAY E.
7. PERFORM ELECTRICAL INSTALLATION WORK.
8. REMOVE TEMPORARY EARTHWORK TRANSITION WEDGES.
9. PAVE (P-401) ASPHALT.
10. APPLY TEMPORARY PAINT MARKING.
11. INSTALL TOP SOILING AND SODDING.

WORK AREA D AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY E EAST OF TAXIWAY H AND WEST OF TAXIWAY Q, RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS H, H, AND Q TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA D LIMIT OF WORK

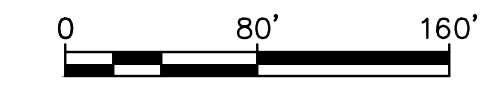
THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY H TO 93' WEST OF TAXIWAY Q, AND FROM TAXIWAY E NORTH 67'.

WORK AREA D SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA C.

LEGEND

- PHASE 1, AREA C
- PHASE 1, AREA D
- LOW LEVEL AIRFIELD BARRICADES
- APPROXIMATE BARRICADE LOCATION BY PHASE NUMBER
- TEMP. TAXIWAY CLOSURE MARKER SEE DETAIL SHEET C05
- HAUL ROUTE
- FLAGMAN



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State of Florida  
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ENGINEERING & ARCHITECTURE  
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

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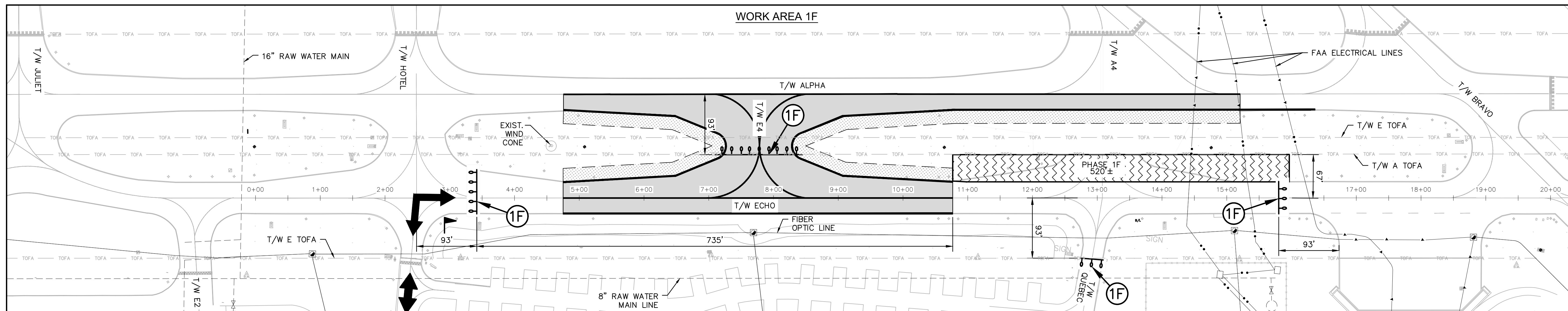
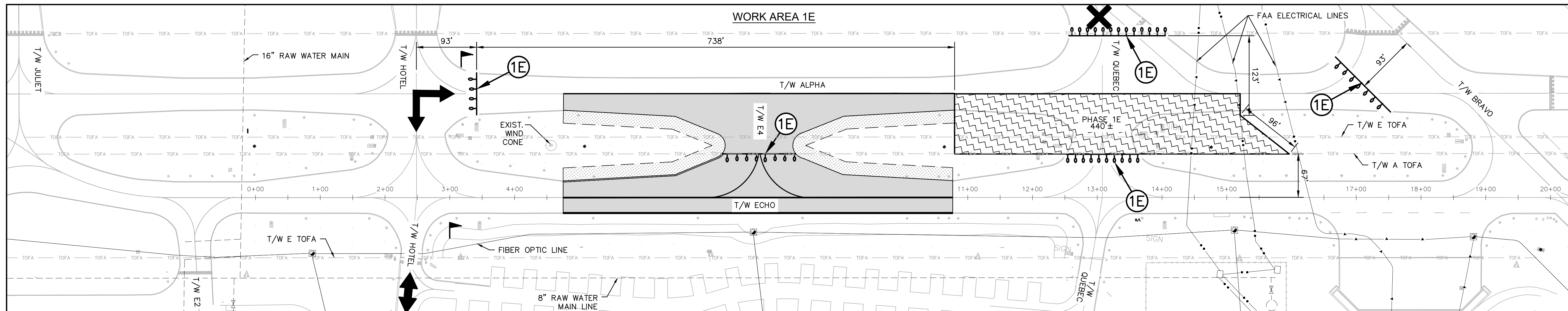
PROJECT # 12455  
TAXIWAY INTERSECTION  
IMPROVEMENTS  
PHASING PLAN 1 (2)

SHEET NO. OF  
**C07** 41

TOTAL: 65  
CAD FILE:  
12444-MULTI-PHAS1  
DRAWING FILE NO.  
4-141-47

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PHASE 1

WORK AREA E

WORK AREA E DESCRIPTION

1. INSTALL BARRICADES AND TAXIWAY CLOSURE MARKER.
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. PERFORM FULL DEPTH PAVEMENT REMOVAL AND MILL BITUMINOUS ASPHALT ON EXISTING TAXIWAY ALPHA.
4. PERFORM ELECTRICAL WORK.
5. PERFORM EARTHWORK.
6. PAVE (P-401) ASPHALT.
7. APPLY TEMPORARY PAINT MARKING.
8. INSTALL TOPSOILING AND SODDING.

WORK AREA E AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY Q SOUTH OF RUNWAY 9-27 AND NORTH OF TAXIWAY E, TAXIWAY A EAST OF TAXIWAY H AND WEST OF TAXIWAY B, AND TAXIWAY E4, RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS H, AND B TO REMAIN OPEN. TAXIWAY E TO REMAIN OPEN WITH OPERATIONS LIMITED TO ADG II OR SMALLER AIRCRAFT. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA E LIMIT OF WORK

THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY H TO 93' WEST OF TAXIWAY H, AND FROM 250' SOUTH OF RUNWAY 9-27 TO 67' NORTH OF TAXIWAY E.

WORK AREA E SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA D.

WORK AREA F

WORK AREA F DESCRIPTION

1. INSTALL BARRICADES
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. PERFORM FULL DEPTH PAVEMENT REMOVAL.
4. PERFORM ELECTRICAL WORK.
5. PERFORM EARTHWORK.
6. APPLY TEMPORARY PAINT MARKINGS.
7. INSTALL TOPSOILING AND SODDING.

WORK AREA F AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY Q SOUTH OF TAXIWAY A AND NORTH OF THE TAXIWAY Q NON-MOVEMENT LINE, TAXIWAY E EAST OF TAXIWAY EXISTING H AND WEST THE HOLD BAY, AND TAXIWAY E4, RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS A, H, AND B, AND THE HOLD BAY TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA F LIMIT OF WORK

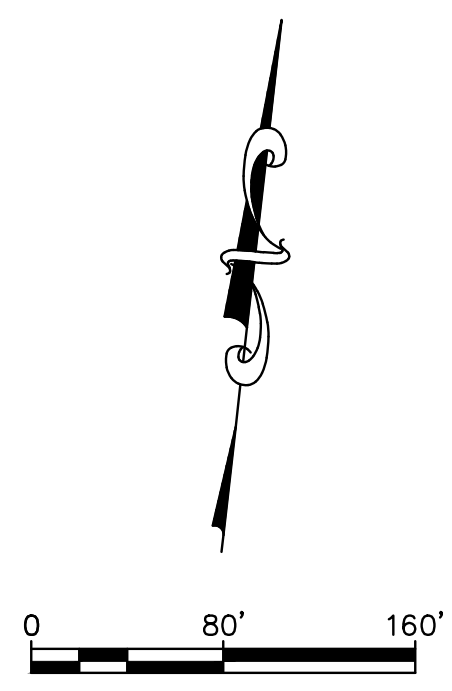
THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY H TO 93' WEST OF THE HOLD BAY APRON, AND FROM 93' SOUTH OF TAXIWAY A TO THE TAXIWAY Q NON-MOVEMENT LINE.

WORK AREA F SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA E.

LEGEND

- PHASE 1, AREA E
- PHASE 1, AREA F
- LOW LEVEL AIRFIELD BARRICADES
- APPROXIMATE BARRICADE LOCATION BY PHASE NUMBER
- TEMP. TAXIWAY CLOSURE MARKER SEE DETAIL SHEET C05
- HAUL ROUTE
- FLAGMAN



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Professional Engineer  
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DATE: 01/22/2021  
DRAWN BY: MEM  
DESIGNED BY: SCALE: AS NOTED  
MEM  
CHECKED BY: TFO  
FIELD BOOK:

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

NO.	DATE	BY	DESCRIPTION

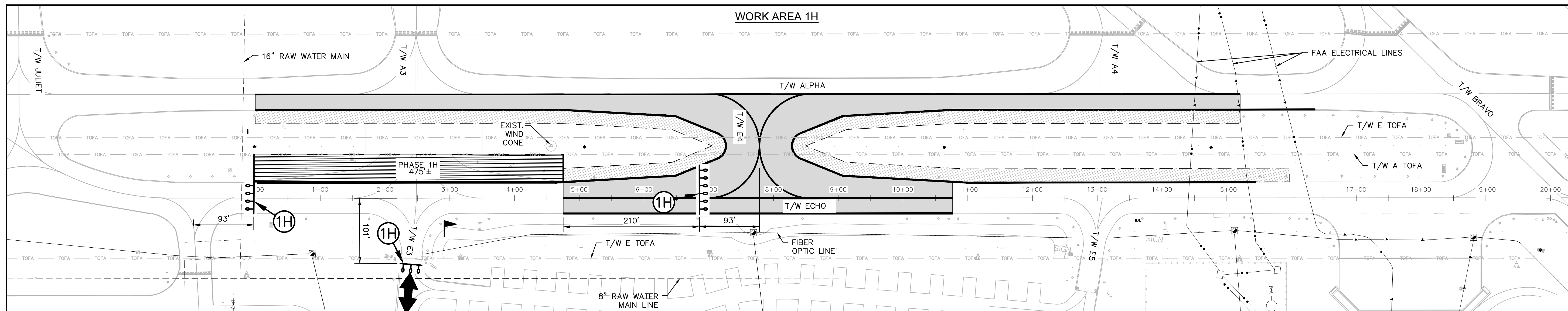
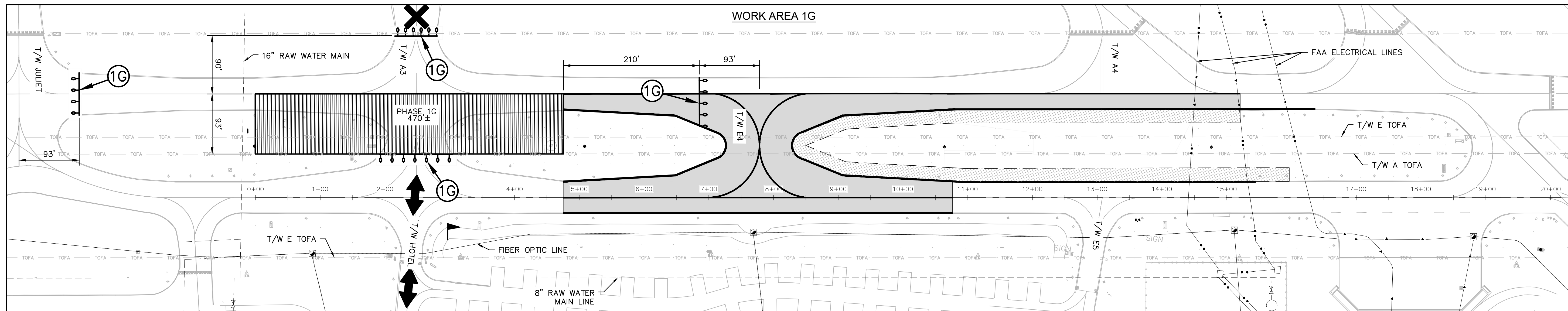
PROJECT # 12455  
TAXIWAY INTERSECTION  
IMPROVEMENTS  
PHASING PLAN 1 (3)

SHEET NO. OF  
**C08** 41

TOTAL: 65  
CAD FILE: 12444-MULTI-PHAS1  
DRAWING FILE NO. 4-141-47

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**PHASE 1  
WORK AREA G**

- WORK AREA G DESCRIPTION**
1. INSTALL BARRICADES AND TAXIWAY CLOSURE MARKER.
  2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
  3. PERFORM FULL DEPTH PAVEMENT REMOVAL AND MILL BITUMINOUS ASPHALT ON EXISTING TAXIWAY ALPHA.
  4. PERFORM ELECTRICAL WORK.
  5. PERFORM EARTHWORK.
  6. PAVE (P-401) ASPHALT.
  7. APPLY TEMPORARY PAINT MARKINGS.
  8. INSTALL TOPSOILING AND SODDING.

**WORK AREA G AIRCRAFT MOVEMENT**

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY H SOUTH OF RUNWAY 9-27 AND NORTH TAXIWAY E, TAXIWAY A EAST OF TAXIWAY EXISTING J AND WEST OF TAXIWAY E4, RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS J, E4, AND B TO REMAIN OPEN. TAXIWAY E TO REMAIN OPEN WITH OPERATIONS LIMITED TO ADG II OR SMALLER AIRCRAFT. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

**WORK AREA G LIMIT OF WORK**

THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY J TO 93' WEST OF TAXIWAY E4, AND FROM 250' SOUTH OF RUNWAY 9-27 TO 93' SOUTH OF TAXIWAY A.

**WORK AREA G SEQUENCING**

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA F.

**WORK AREA H**

- WORK AREA H DESCRIPTION**
1. INSTALL BARRICADES
  2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
  3. PERFORM FULL DEPTH PAVEMENT REMOVAL.
  4. PERFORM ELECTRICAL WORK.
  5. PERFORM EARTHWORK.
  6. APPLY TEMPORARY PAINT MARKINGS.
  7. INSTALL TOPSOILING AND SODDING.

**WORK AREA H AIRCRAFT MOVEMENT**

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY H SOUTH TAXIWAY A AND NORTH OF THE TAXIWAY H NON-MOVEMENT LINE, TAXIWAY E EAST OF TAXIWAY E2 AND WEST OF TAXIWAY E4, RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS A, E4, AND E (BEYOND THE LIMITS OF WORK) TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

**WORK AREA H LIMIT OF WORK**

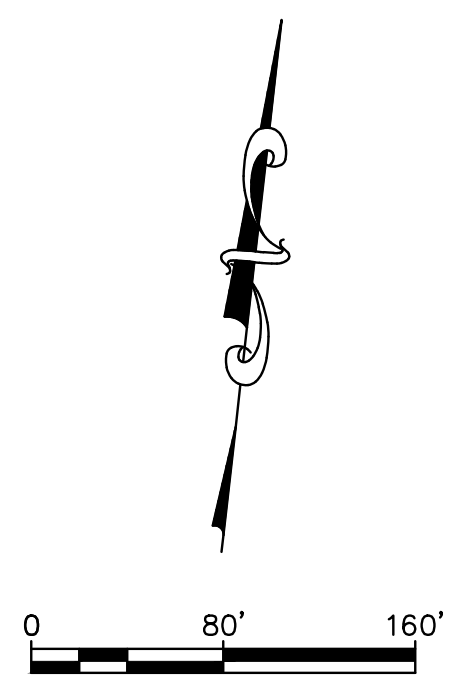
THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY E2 TO 93' WEST OF TAXIWAY E4, AND FROM 93' SOUTH OF TAXIWAY A TO THE TAXIWAY H NON-MOVEMENT LINE.

**WORK AREA H SEQUENCING**

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA G.

**LEGEND**

- PHASE 1, AREA G
- PHASE 1, AREA H
- LOW LEVEL AIRFIELD BARRICADES
- APPROXIMATE BARRICADE LOCATION BY PHASE NUMBER
- TEMP. TAXIWAY CLOSURE MARKER SEE DETAIL SHEET C05
- HAUL ROUTE
- FLAGMAN



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DATE: 01/22/2021  
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DESIGNED BY: SCALE: AS NOTED  
MEM  
CHECKED BY: TFO  
FIELD BOOK:

**CITY OF FORT LAUDERDALE**  
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NO.	DATE	BY	CH'D	DESCRIPTION

PROJECT # 12455  
TAXIWAY INTERSECTION  
IMPROVEMENTS  
PHASING PLAN 1 (4)

SHEET NO. OF  
**C09** 41

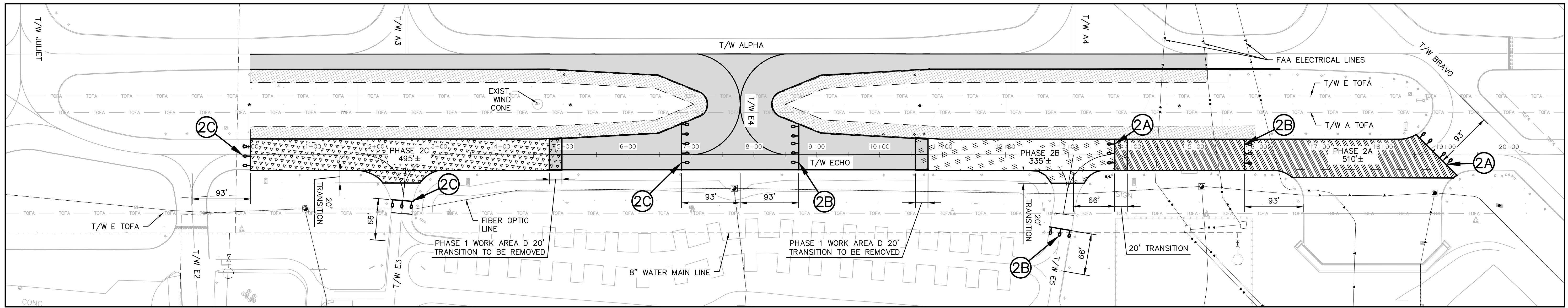
TOTAL: 65  
CAD FILE: 12444-MULTI-PHAS1  
DRAWING FILE NO. 4-141-47

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WORK AREA 2 A-C



PHASE 2  
WORK AREA A

WORK AREA A DESCRIPTION

1. INSTALL BARRICADES.
2. MILL BITUMINOUS ASPHALT AS REQUIRED WITHIN LIMITS OF WORK.
3. PERFORM ELECTRICAL DEMOLITION AND INSTALLATION WORK.
4. PAVE (P-401) ASPHALT.
5. APPLY TEMPORARY PAINT MARKING.
6. INSTALL TOPSOILING AND SODDING.

WORK AREA A AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF THE RUNUP AREA AND TAXIWAY E EAST OF TAXIWAY E5 AND WEST OF TAXIWAY B. RUNWAY 9-27, RUNWAY 13-31, TAXIWAYS A, E (BEYOND THIS WORK AREA), B, E3, E4 AND E5 ARE TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA A LIMIT OF WORK

THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 66' EAST OF TAXIWAY E5 TO 93' WEST OF TAXIWAY B.

WORK AREA A SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 1 WORK AREA H.

WORK AREA B

WORK AREA B DESCRIPTION

1. INSTALL BARRICADES.
2. MILL BITUMINOUS ASPHALT AS REQUIRED WITHIN LIMITS OF WORK.
3. PERFORM ELECTRICAL DEMOLITION AND INSTALLATION WORK.
4. PAVE (P-401) ASPHALT.
5. APPLY TEMPORARY PAINT MARKING.
6. INSTALL TOPSOILING AND SODDING.

WORK AREA B AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF TAXIWAY E EAST OF E4 AND WEST OF THE RUNUP AREA AND TAXIWAY E5 NORTH OF ITS NON-MOVEMENT LINE. RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAYS A, E (BEYOND THIS WORK AREA), B, E2, E3 AND E4 ARE TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA B LIMIT OF WORK

THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY E4 TO 93' WEST OF THE RUNUP AREA AND FROM TAXIWAY E SOUTH TO THE NON-MOVEMENT LINE.

WORK AREA B SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 2 WORK AREA A.

WORK AREA C

WORK AREA C DESCRIPTION

1. INSTALL BARRICADES.
2. MILL BITUMINOUS ASPHALT AS REQUIRED WITHIN LIMITS OF WORK.
3. PERFORM ELECTRICAL DEMOLITION AND INSTALLATION WORK.
4. PAVE (P-401) ASPHALT.
5. APPLY TEMPORARY PAINT MARKING.
6. INSTALL TOPSOILING AND SODDING.

WORK AREA C AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF TAXIWAY E EAST OF TAXIWAY E2 AND WEST OF NEW TAXIWAY E4 AND TAXIWAY E3 NORTH OF ITS NON-MOVEMENT LINE. RUNWAY 9-27, RUNWAY 13-31, TAXIWAYS A, E (BEYOND THIS WORK AREA), B, E2, E4 AND E5 ARE TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA C LIMIT OF WORK

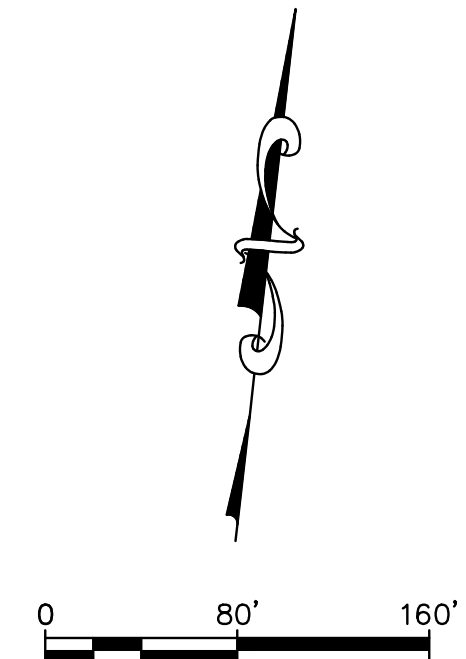
THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY E2 TO 93' WEST OF TAXIWAY E4 AND FROM TAXIWAY E SOUTH TO THE TAXIWAY E3 NON-MOVEMENT LINE.

WORK AREA C SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 2 WORK AREA B.

LEGEND

- PHASE 2, AREA A
- PHASE 2, AREA B
- PHASE 2, AREA C
- LOW LEVEL AIRFIELD BARRICADES
- APPROXIMATE BARRICADE LOCATION BY PHASE NUMBER
- TEMP. TAXIWAY CLOSURE MARKER SEE DETAIL SHEET C05
- HAUL ROUTE
- FLAGMAN



REVISIONS		DESCRIPTION
NO.	DATE	BY

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(561) 451-8888 FAX

PROJECT # 12455  
TAXIWAY INTERSECTION IMPROVEMENTS  
PHASING PLAN 2

SHEET NO. OF  
**C10** 41

TOTAL: 65

CAD FILE: 12444-C10-PHAS2

DRAWING FILE NO. 4-141-47

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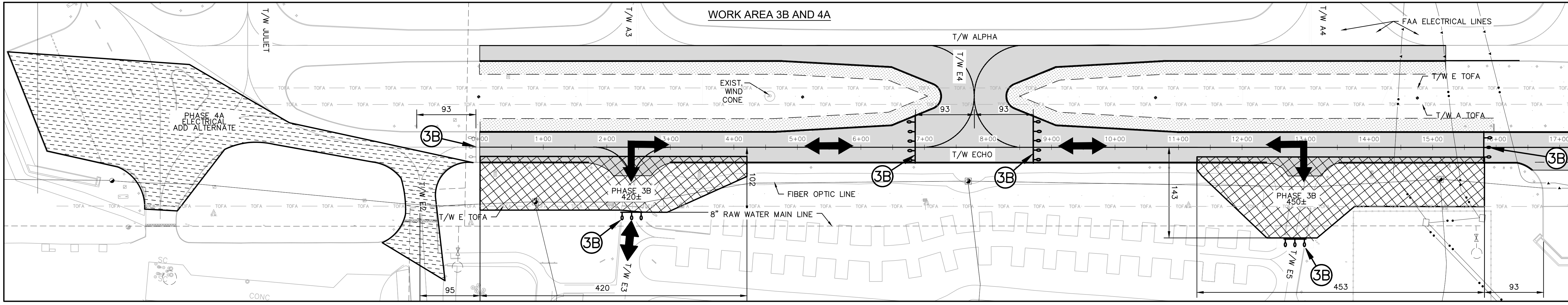
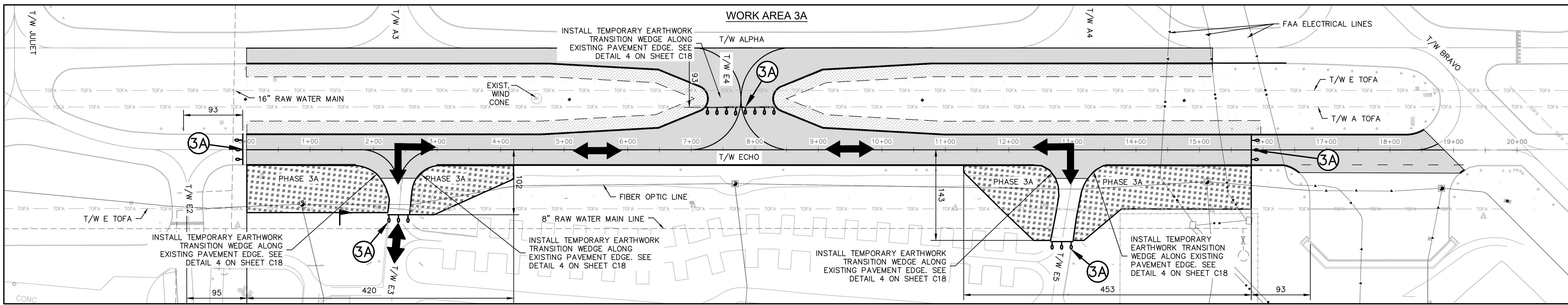
State of Florida  
Professional Engineer  
License No. 62478

THOMAS F. O'DONNELL

DATE: 01/22/2021  
DRAWN BY: MEM  
DESIGNED BY: SCALE: AS NOTED  
MEM  
CHECKED BY: TFO  
FIELD BOOK:

CITY OF FORT LAUDERDALE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE  
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PHASE 3

WORK AREA A

WORK AREA A DESCRIPTION

1. INSTALL BARRICADES.
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. PERFORM CLEARING AND GRUBBING.
4. CONSTRUCT EMBANKMENT SUBGRADE, SUBBASE, AND LIME ROCK BASE COURSE.
5. PERFORM ELECTRICAL WORK.
6. INSTALL TEMPORARY EARTHWORK TRANSITION WEDGES

WORK AREA A AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE CLOSURE OF EXISTING TAXIWAY E3 AND E5 SOUTH OF TAXIWAY E AND NORTH OF THE NON-MOVEMENT LINE, TAXIWAY E EAST OF TAXIWAY E2 AND WEST OF THE RUNUP APRON, AND TAXIWAY E4, RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAY A ARE TO REMAIN OPEN. WORK WILL BE PERFORMED 8 HOURS PER NIGHT, SUNDAY THROUGH FRIDAY, 10:00 PM. TO 6:00 AM. ALL AREAS WILL BE OPENED BETWEEN 6:00 AM AND 10:00 PM MONDAY THROUGH THURSDAY AND 6:00 AM FRIDAY TO 10:00 PM SUNDAY. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT AND TEMPORARY EARTHWORK WEDGES AS SHOWN ON DETAIL 4 ON SHEET C18 WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA A LIMIT OF WORK

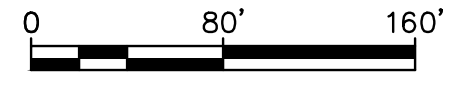
THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY E2 TO 93' WEST OF RUNUP APRON AND FROM TAXIWAY E SOUTH TO THE NON-MOVEMENT LINES.

WORK AREA A SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 2 WORK AREA C.

LEGEND

- PHASE 3, AREA A
- PHASE 3, AREA B
- LOW LEVEL AIRFIELD BARRICADES
- APPROXIMATE BARRICADE LOCATION BY PHASE NUMBER
- TEMP. TAXIWAY CLOSURE MARKER SEE DETAIL SHEET C05
- HAUL ROUTE
- FLAGMAN



WORK AREA B

WORK AREA B DESCRIPTION

1. INSTALL BARRICADES.
2. INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES.
3. MILL BITUMINOUS ASPHALT FROM THE EDGE OF TAXIWAY E TO THE TAXIWAY E3 AND E5 NON-MOVEMENT LINE.
4. PERFORM ELECTRICAL INSTALLATION WORK.
5. REMOVE TEMPORARY EARTHWORK TRANSITION WEDGES
6. PAVE (P-401) ASPHALT.
7. APPLY TEMPORARY PAINT MARKING.
8. INSTALL TOPSOILING AND SODDING.

WORK AREA B AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE SEPARATE CLOSURES OF EXISTING TAXIWAY E3 AND E5 SOUTH OF TAXIWAY E AND NORTH OF THE NON-MOVEMENT LINE. THE WORK IN THIS AREA WILL BE DONE IN TWO PARTS. TAXIWAY E5 SHOULD BE CONDUCTED FIRST WHILE TAXIWAY E3 AND TAXIWAY E WEST OF TAXIWAY E4 WILL REMAIN OPEN. ALL BARRICADES EAST OF TAXIWAY E4 WILL BE IN PLACE. ONCE TAXIWAY E5 IS COMPLETED, THE TAXIWAY E3 WORK WILL BEGIN. DURING THE TAXIWAY E3 WORK, TAXIWAY E5 AND TAXIWAY E EAST OF TAXIWAY E4 WILL REMAIN OPEN. ALL BARRICADES WEST OF TAXIWAY E4 WILL BE IN PLACE. WORK ON RUNWAY 9-27, RUNWAY 13-31, AND TAXIWAY A ARE TO REMAIN OPEN. WORK WILL BE PERFORMED 8 HOURS PER NIGHT, SUNDAY THROUGH FRIDAY, 10:00 PM. TO 6:00 AM. TAXIWAYS WILL BE OPENED BETWEEN 6:00 AM AND 10:00 PM MONDAY THROUGH THURSDAY AND 6:00 AM TO 10:00 PM SUNDAY. PAVING WILL BE PERFORMED ON TWO CONSECUTIVE NIGHTS. PAINT MARKINGS WILL BE APPLIED ON TAXIWAY CENTERLINES AND HOLD BARS AFTER FIRST LIFT. CONTRACTOR TO COORDINATE BARRICADE PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA B LIMIT OF WORK

THE LIMITS OF THIS WORK AREA ARE THE AREA FROM 93' EAST OF TAXIWAY E2 TO 93' WEST OF RUNUP APRON AND FROM TAXIWAY E SOUTH TO THE NON-MOVEMENT LINES.

WORK AREA B SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED SEQUENTIALLY AFTER THE COMPLETION OF PHASE 3 WORK AREA A.

PHASE 4

WORK AREA A

WORK AREA A DESCRIPTION

1. ALLOW ASPHALT TO CURE 28 DAYS
2. INSTALL BARRICADES AS DIRECTED BY AIRPORT STAFF.
3. APPLY FINAL PAINT MARKING.
4. CORRECT EDGE CONDITIONS BY INSTALL FILL ALONG EDGES OF PAVEMENT.
5. PERFORM ADD ALTERNATE ELECTRICAL WORK
6. PERFORM PUNCHLIST.

WORK AREA A AIRCRAFT MOVEMENT

CONSTRUCTION IN THE WORK AREA SHOWN WILL REQUIRE THE PERIODIC CLOSURES OF TAXIWAYS A, E, E3, E4, E5 A3 A4, AND THE RUNUP AREA. THE EXACT LIMITS OF WORK AREAS WILL BE DETERMINED IN THE FIELD. CLOSURES WILL BE "ROLLING". THE EXACT LIMITS OF DAILY WORK AREAS WILL BE DETERMINED IN THE FIELD. A MAXIMUM OF ONE TAXIWAY CROSSING MAY BE CLOSED AT ANY GIVEN TIME. RUNWAYS 9-27 AND 13-31 ARE TO REMAIN OPEN. WORK WILL BE PERFORMED 8.5 HOURS PER DAY, MONDAY THROUGH FRIDAY, 7:30 AM TO 4:00 PM. CONTRACTOR TO COORDINATE BARRICADE AND CLOSURE MARKING PLACEMENT WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA A LIMIT OF WORK

THE EXACT LIMITS OF WORK AREAS WILL BE DETERMINED IN THE FIELD. CONTRACTOR WILL COORDINATE WITH AIRPORT STAFF AND RESIDENT PROJECT REPRESENTATIVE.

WORK AREA A SEQUENCING

WORK IN THIS AREA WILL BE PERFORMED A MINIMUM OF 28 DAYS AFTER THE COMPLETION OF PAVING AND SEQUENTIALLY AFTER THE COMPLETION OF PHASE 3 WORK AREA B.

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State of Florida  
Professional Engineer  
License No. 62478

THOMAS F. O'DONNELL

DRAWN BY: MEM  
DESIGNED BY: SCALE: AS NOTED  
CHECKED BY: TFO  
FIELD BOOK: 33301

**CITY OF FORT LAUDERDALE**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	DESCRIPTION

PROJECT # 12455  
TAXIWAY INTERSECTION  
IMPROVEMENTS  
PHASING PLAN 3

SHEET NO. OF  
**C11** 41

TOTAL: 65  
CAD FILE: 12444-C11-PHAS3  
DRAWING FILE NO. 4-141-47

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# APPENDIX B

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12/13/2017

AC 150/5370-2G  
Appendix D

**APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST**

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

**Table D-1. Potentially Hazardous Conditions**

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

12/13/2017

AC 150/5370-2G  
Appendix D

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

12/13/2017

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Appendix D

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

12/13/2017

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Appendix D

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		



# **CONSTRUCTION SPECIFICATIONS**

# **GENERAL REQUIREMENTS**

## **SECTION 011000 SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.
  - 1. The written specifications package entitled **Fort Lauderdale Executive Airport Taxiway Intersection Improvements, City Project P12455**.

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

- A. Intent of the drawings and specifications is to cover an installation complete in every respect. It is not necessarily intended to provide every detail on drawings or in the specifications. The City will not be responsible for absence of any detail which the Contractor may require nor for any special construction which may be found necessary as work progresses. If an item is either indicated or specified, it shall be considered sufficient for inclusion of said item in the contract. Contractor shall furnish and install materials and equipment normally furnished with such systems and as needed to complete a fully operational installation, whether mentioned or not, which are customary to the trade.
- B. Incidental accessories not usually shown or specified, but which are necessary for the proper installation and operation shall be included in the work without additional cost to the City, as if herein depicted or specified.
- C. Any material or work not shown on drawings, but mentioned in specifications, or vice versa, shall be furnished, delivered and installed by the Contractor without additional cost to the City.
- D. Drawings are diagrammatic and indicate the general arrangement of systems and work indicated (do not scale drawings).

#### **1.3 SUMMARY**

- A. This Section includes the following:
  - 1. Project Information
  - 2. Work covered by the Contract Documents
  - 3. Phased construction
  - 4. Use of Premises
  - 5. Work restrictions
  - 6. Mobilization

#### **1.4 PROJECT INFORMATION**

- A. Project Identification: Project 12455 – Executive Airport Taxiway Intersection Improvements.
  - 1. Project Location: 6000 NW 21<sup>st</sup> Avenue, Fort Lauderdale, FL 33309

- B. Owner: City of Fort Lauderdale
  - 1. City's Representative: Khant Myat, Airport Engineer/Project Manager II

## 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work is defined by the Contract Documents and consists of the following:

The work to be accomplished under this contract includes, but is not limited to, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), grading for drainage, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project

- 1. Project will be constructed under a single prime contract.
  - a. Division of work: The division of work among it's separate Subcontractors is the responsibility of the General Contractor, and the City assumes no responsibility to act as arbitrator to establish subcontract limits between any sections of the work.

## 1.6 PHASED CONSTRUCTION

- A. The Work shall be conducted in phases, with each phase substantially complete as indicated in the construction plans.
- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates for all phases of the Work.

## 1.7 USE OF PREMISES

- A. General: Contractor shall have full use of project site for construction operations during construction period.
- B. Use of Site: Limit use of project site to areas within the contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## 1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations as listed here and in the construction plans.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed as indicated in the construction plans.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by City or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify City not less than two working days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without City's written permission.
- D. Employee Identification: Owner will provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

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

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

**END OF SECTION 011000**

**SECTION 012600  
CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 MINOR CHANGES IN THE WORK**

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included following the end of Part 3.

**1.4 REQUESTS FOR INFORMATION**

- A. If latent or unforeseen conditions arise that may require changes in the Work, the Contractor may submit a Request for Information to the Project Manager on the form included following the end of Part 3.

**1.5 PROPOSAL REQUESTS**

- A. City-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's Construction Schedule that indicates the effect of the change.
  6. Comply with requirements in General Conditions Section GC-03 "Substitution" if the proposed change requires substitution of one product or system for product or system specified.

#### **1.6 ADMINISTRATIVE CHANGE ORDERS**

- A. Unit Price Adjustment: Refer to Construction Agreement, Article 14, for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

#### **1.7 CHANGE ORDER PROCEDURES**

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

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

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

**END OF SECTION 012600**

**SUPPLEMENTAL INSTRUCTIONS  
FOR MINOR CHANGES**

CITY OF FORT LAUDERDALE

CITY PROJECT NO: #P \_\_\_\_\_ REQUEST NO: \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: **City of Fort Lauderdale** CONTRACTOR: \_\_\_\_\_  
TO: \_\_\_\_\_ CONTRACT DATED: \_\_\_\_\_

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the Work as consistent with the Contract Documents and return a copy to the City.

DESCRIPTION:

ATTACHMENTS:

ENGINEER: \_\_\_\_\_

FAXED TO: ( ) Contractor  
( ) Site Office  
( ) Eng. Insp. (954) 828-5074

CC: Project Inspector  
Main File



**PROPOSAL REQUEST**

**CITY OF FORT LAUDERDALE**

CITY PROJECT NO: #P \_\_\_\_\_ REQUEST NO: \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: **City of Fort Lauderdale** CONTRACTOR: \_\_\_\_\_  
TO: \_\_\_\_\_ CONTRACT DATED: \_\_\_\_\_

Please submit an itemized quotation for changes in the **CONTRACT SUM** and/or **TIME** incidental to the proposed modifications to the Contract Documents described herein.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

DESCRIPTION:

ATTACHMENTS:

ENGINEER: \_\_\_\_\_

FAXED TO: ( ) Contractor  
( ) Site Office  
( ) Eng. Insp. (954) 828-5074

CC: Project Inspector  
Main File

**REQUEST FOR SUBSTITUTION  
CITY OF FORT LAUDERDALE**

CITY PROJECT NO: #P \_\_\_\_\_ REQUEST NO: \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: **City of Fort Lauderdale** CONTRACTOR: \_\_\_\_\_  
TO: \_\_\_\_\_ CONTRACT DATED: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_

hereby requests acceptance of the following product or system as an "acceptable substitution".

**NAME AND DESCRIPTION OF SPECIFIED PRODUCT OR SYSTEM:**

\_\_\_\_\_  
\_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_

SPECIFICATION SECTION \_\_\_\_\_, PAGE(S) \_\_\_\_\_  
PARAGRAPH(S) \_\_\_\_\_  
DRAWING \_\_\_\_\_ DETAIL NUMBER \_\_\_\_\_

**NAME AND DESCRIPTION OF PROPOSED SUBSTITUTION:**

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

MANUFACTURER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NAME OF VENDOR: \_\_\_\_\_  
NAME AND ADDRESS OF PREVIOUS PROJECT WHERE PROPOSED SUBSTITUTION  
WAS UTILIZED: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
REASON FOR PROPOSING SUBSTITUTION: \_\_\_\_\_

DOES SUBSTITUTION AFFECT OTHER MATERIALS, INSTALLATION OR SYSTEMS?  
YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, ATTACHED COMPLETE DATA.  
DOES SUBSTITUTION REQUIRE REVISION OR REDESIGN OF ANY COMPONENT OF  
BUILDING OR ELECTRICAL OR MECHANICAL WORK?  
YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, ATTACHED COMPLETE DATA.

**THE ATTACHED DATA IS FURNISHED FOR EVALUATION OF THE SUBSTITUTION:**

( ) CATALOG ( ) DRAWINGS ( ) SAMPLES ( ) TESTS ( ) REPORTS ( ) OTHER  
\_\_\_\_\_

**REQUEST FOR SUBSTITUTION**

**SAVING TO CITY FOR ACCEPTING SUBSTITUTE:**

COST OF SPECIFIED ITEM:

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

COST OF SUBSTITUTION ITEM:

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

TOTAL SAVINGS (CREDIT) TO CITY FOR ACCEPTING SUBSTITUTE:

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PROPOSED SUBSTITUTION HAS BEEN FULLY CHECKED AND COORDINATED WITH THE CONTRACT DOCUMENTS, THAT THE PROPOSED SUBSTITUTION MEETS OR EXCEEDS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THAT ALL INFORMATION IS TRUE AND ACCURATE.

FIRM NAME: \_\_\_\_\_

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

DATE SIGNED: \_\_\_\_\_

PRINT NAME LEGIBLY: \_\_\_\_\_

FAXED TO:  
CC

## **SECTION 012900 PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
  - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
- C. BASIS OF PAYMENT - The price for each items shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, grass, utility pipe lines, conduits, drains, catch basins, and including all above and underground obstructions not specifically named here-in: replacing in a manner satisfactory to the Engineer and or all of the above items which may be damaged beyond repair as a result of work under this contract.
- D. Retainage: The City shall retain a portion of each partial payment according to the following schedule:
  - 1. The City will retain ten percent (10%) of all monies earned by Contractor until the work has been accepted by the City as Substantially Complete. Upon Substantial Completion, retainage may be reduced to 5% with approval of the Project Manager.

#### **1.3 APPLICATIONS FOR PAYMENT**

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.
- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.

- C. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
  2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the electrician. The General Contractor must attach his partial release of lien.
  3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL PAYMENT" as form for Applications for Payment.
1. Application Preparation: Complete every entry on form. Executed by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
  2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final release of lien.
  3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Contractor's Construction Schedule (preliminary if not final).

3. Certificates of insurance and insurance policies.
  4. Performance and payment bonds.
- J. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
1. Defective Work not remedied.
  2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  4. Damage to another contractor not remedied.
  5. Liquidated damages and costs incurred by City and/or Consultant for extended construction administration.
  6. Failure of Contractor to provide any and all documents required by the Contract Documents.
- K. No partial payment estimate will be processed for any contract which is beyond the contract completion date. After a contract runs past the completion date, only a final payment will be made when all work is complete.
- L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. Evidence that claims have been settled.
  5. Final, liquidated damages settlement statement.
- M. The acceptance of final payment shall constitute a waiver of all claims by contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.
- N. If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the City has reason to suspect the same, the City may withhold such balance and, upon written evidence satisfactory to the City as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.
- O. Payment for Insurance and Surety/Performance and Payment Bonds can be made upon submittal of the first contractor request for payment, less standard retainage.
- P. The work specified in this Section shall consist of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site; and for the establishment of temporary offices, testing services, safety equipment and first aid supplies, sanitary and other facilities, survey services, site clean-up, restoration of

disturbed sodded areas and photographs as required by these Specifications and Special Provisions, and any Federal, State and/or local laws and regulations. The costs of any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this Section.

Measurement of mobilization for payment shall be the work under this Section completed and accepted in accordance with the Plans and these Specifications.

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price For Mobilization</u>
5	25
25	25
50	40
100	10

Partial payments for the item "Mobilization" shall be made in accordance with the above schedule and the sum total of all the partial payments for the item "Mobilization" will be limited to 5% of the original Contract Amount for the project. Any remaining amount will be paid upon completion of all work under the Project.

The standard retainage will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

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

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

**END OF SECTION 012900**

**SECTION 013100  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**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.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of



attendees at meetings.

1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Project closeout activities.
  7. Project closeout activities.

## 1.5 SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
- B. Key Personnel Names: Within 10 days of contract award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cell phone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.6 SPECIAL PROJECT PROCEDURES

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions, "Contractor to Check Plans and Data," Section GC-10
- B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale. No scale measurements shall be used as a dimension for construction. Dimensions on all drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of

dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.

- C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.
1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
  2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
- D. 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.

#### **1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

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

#### **1.8 PROJECT MEETINGS**

- A. General: Attend meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Construction Project Manager of scheduled meeting dates and times.
- B. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Construction Project Manager, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:
1. Distribute and discuss list of major Subcontractors
  2. Tentative construction schedule
  3. Phasing
  4. Critical work sequencing and long-lead items

5. Relation and coordination of Prime Contractor
  6. Designation of key personnel and their duties
  7. Procedures for processing field decisions and Change Orders
  8. Procedures for RFIs
  9. Procedures for testing and inspecting
  10. Adequacy of distribution of contract documents
  11. Submittal of Shop drawings, project data, and samples
  12. Procedures for maintaining Record documents
  13. Use of premises
  14. Work restrictions
  15. Responsibility for temporary facilities and controls
  16. Working hours
  17. Safety and first-aid procedures
  18. Security procedures
  19. Housekeeping procedures including progress cleaning.
  20. Schedule of values.
  21. Processing of payments or contract.
- C. Progress Meetings: Attend progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of City and the Construction Project Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Review and approve minutes of previous Progress Meeting.
    - b. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - c. Review present and future needs of each entity present, including the following:
      - 1) Status of submittals.
      - 2) Deliveries.
      - 3) Access.
      - 4) Site utilization.
      - 5) Temporary facilities and controls.
      - 6) Work hours.
      - 7) Quality and work standards.
      - 8) Status of correction of deficient items.
      - 9) Field observations.
      - 10) RFIs.
      - 11) Status of proposal requests.

- 12) Pending changes.
- 13) Status of Change Orders.
- 14) Pending claims and disputes.
- 15) Documentation of information for payment requests.

D. Coordination Meetings: Attend Project coordination meetings at bi-weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

1. Attendees: In addition to representatives of City and the Construction Project Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
  - c. Review present and future needs of each contractor present, including the following:
    - 1) Status of submittals.
    - 2) Deliveries.
    - 3) Access.
    - 4) Site utilization.
    - 5) Temporary facilities and controls.
    - 6) Work hours.
    - 7) Quality and work standards.
    - 8) Change Orders.

E. Project Closeout Conference: City shall schedule and conduct a project closeout conference, at a time convenient to City and Construction Project Manager, but no later than **30** days prior to the scheduled date of Substantial Completion.

1. Attend the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of City, City's Commissioning Authority, Construction Project Manager, and their consultants; Contractor and its

superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
  - a. Preparation of record documents.
  - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
  - c. Submittal of written warranties.
  - d. Requirements for preparing operations and maintenance data.
  - e. Preparation of Contractor's punch list.
  - f. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - g. Submittal procedures.
  - h. Coordination of separate contracts.
  - i. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

#### **1.9 REQUESTS FOR INTERPRETATION (RFIs)**

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

- C. Hard-Copy RFIs: Form at end of this Section.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineer's Office.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Construction Project Manager's Action: Construction Project Manager will review each RFI, determine action required, and return it. Allow seven days for Construction Project Manager's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Construction Project Manager's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Construction Project Manager's action may include a request for additional information, in which case Construction Project Manager's time for response will start again.
  3. Construction Project Manager'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 Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Project Manager in writing within 10 days of receipt of the RFI response.
- F. On receipt of Construction Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Construction Manager within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. RFI number including RFIs that were dropped and not submitted.
  4. RFI description.
  5. Date the RFI was submitted.
  6. Date Construction Project Manager's response was received.
  7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.10 MAINTENANCE OF AIRPORT OPERATIONS TRAFFIC

### A. DESCRIPTION:

1. The work specified in this Section consists of maintaining traffic within the limits of the project for the duration of the construction period. It shall include the construction and maintenance of any necessary detour facilities along the project and the furnishing, installing and maintaining of traffic control and safety devices required for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" or MOT as used herein shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified in this Section. The Section also includes installing temporary orange plastic fencing around any owl or tortoise nests, as directed by the Project Manager or Owner's Representative.
2. When the project plans include or identify a specific Maintenance of Traffic Plan, alternate proposals will be considered when they are found to be equal to or better than the plan specified. In no case may the Contractor begin work until the Project Manager has approved the Maintenance of Traffic Plan in writing. Modifications to the Maintenance of Traffic Plan that become necessary shall also be approved in writing. Except in an emergency, as determined by the Project Manager, no changes to the approved plan will be allowed until approval to change such plan has been received.
3. The Contractor shall conduct their operations in such a manner that no undue hazard will result due to the requirements of this section, and the procedures and policies described therein shall in no way act as a waiver of any of the terms of the liability of the Contractor or their surety.

### B. CONSTRUCTION METHODS

1. The contractor shall be responsible for performing daily inspections, including weekends and holidays, with some inspections at nighttime, of the installations on the project and replace all equipment and devices not conforming to the approved standard during that inspection. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as is deemed necessary.
2. The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers, for the protection of the traveling public and workers, as well as to safeguard the work area in general shall rest with the Contractor. The required traffic control devices, warning devices and barriers shall be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary rerouting of traffic. The Contractor shall immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.

The Contractor shall make the Project Manager aware of any scheduled operation which will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit their review of the plan for installation of traffic control devices, warning devices, or barriers proposed by the Contractor.

The Contractor shall assign one of their employees the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the contract. The Project Manager shall be kept advised at

all times as to the identification and means of contacting this employee on a 24-hour basis.

3. All traffic control devices (including signs), warning devices, barricades and barriers shall be furnished by the Contractor.
4. Traffic control devices, warning devices, and barriers shall be kept in the correct position, properly directed, clearly visible and clean at all times. Damaged, defaced or dirty Devices or barriers shall be immediately repaired, replaced or cleaned as directed.
5. The Contractor shall provide competent flagmen to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the standards established.
6. Where a detour changes the lane use or where normal vehicle paths are altered during construction, all existing pavement markings that will be in conflict with the adjusted vehicle paths shall be removed. Over-painting will not be allowed. The removal may be accomplished by any method that will not materially damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

All pavement markings that will be in conflict with "next phase of operation" vehicle paths shall be removed as described above, prior to opening to traffic, when possible. Markings that cannot be removed prior to changing traffic patterns will be removed as soon as practicable. The term "practicable" shall be interpreted as meaning or implying:

- a. Marking removal equipment will be scheduled for use immediately following any change in lanes.
  - b. If darkness or inclement weather interferes with removal operations, such operations will be accomplished during the next daylight period or as soon thereafter as weather conditions permit.
  - c. If equipment failures occur such equipment will be repaired, replaced, or leased so that the removal can be accomplished by the following day.
7. The Contractor shall provide portable light towers as required for work. The towers shall be trailer mounted, that can be folded for easy transport and storage. The towers shall contain a diesel generator to power a minimum 6000 watts and have fuel capacity to operate at full load for a minimum of 48 hours. It shall be designed to be weather proof. The towers shall be telescoping and capable of rotating over 360 degrees and shall have a minimum of four (4) 1000 watt metal halide floodlights.

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

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

**END OF SECTION 013100**



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**SECTION 013200  
CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**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.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either City or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Milestone: A key or critical point in time for reference or measurement.
- G. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file in MS Project.
  - 2. PDF electronic file.
  - 3. **Two (2)** paper copies.
- B. Startup construction schedule.
  - 1. Approval of startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. Daily Construction Reports: Submit **one (1)** copy at **weekly** intervals.
- E. Field Condition Reports: Submit **one (1)** copy at time of discovery of differing conditions.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Construction Project Manager's request.

#### 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of

subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTALS SCHEDULE**

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule and network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

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

- A. Time Frame: Extend schedule from date established for the Notice to proceed to date of Final Completion.
- B. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
2. Activity Duration: Define activities so no activity is longer than ten (10) days, unless specifically allowed by Construction Project Manager.
  3. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  4. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in

Contractor's construction schedule with submittal schedule.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Construction Project Manager's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than **thirty (30)** days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Installation.
    - e. Tests and inspections.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is **fourteen (14)** or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and dating by which recovery will be accomplished.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
1. Microsoft Project 2010 for Windows 7 operating system.

### 2.3 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule seven (7) days prior to the date established for the Pre-Construction Conference.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday

of each week with a continuous vertical line. Outline significant construction activities for first **ninety (90)** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within **fourteen (14)** 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.
  - 1. For construction activities that require 3 months or longer completing, indicate an estimated completion percentage in **ten (10)** percent increments within time bar.

## 2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events.
  - 10. Orders and requests of authorities having jurisdiction.
  - 11. Change Orders received and implemented.
  - 12. Construction Change Directives received and implemented.
  - 13. Services connected and disconnected.
  - 14. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: City may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.

2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Construction Project Manager, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 013200**

## **SECTION 013300 SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Photographic Documentation" for submitting construction photographs
  - 5. Division 01 Section "Closeout Procedures" for submitting warranties.

#### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### **1.4 ACTION SUBMITTALS**

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. List those



submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

## 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by City for Contractor's use.
  1. City will furnish Contractor one set of digital data drawing files of the Contract Drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCad 2010 dwg format.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow ten (10) working days for review of each resubmittal.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Action Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Engineer will return three copies.
  2. Informational Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Engineer will return three copies.
- B. Shop Drawings: Prepare Project-specific information. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on City's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches.

## **PART 3 - EXECUTION**

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

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. See requirements in Section 017700.
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, and date of Contractor's approval.

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

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. Approved as submitted
  2. Approved as noted
  3. Revise and resubmit
  4. Rejected.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

- D. Partial or incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 013300**

**SECTION 01590 – PROJECT SIGN**

**PART 1 GENERAL**

Contractor, at contractor’s expense, shall furnish and install a **4’ x 8’** sign (with white painted posts) prior to start of construction. A sample sign template is below but is not specific to the project. The exact style and design of the sign will be provided by the CITY to the Contractor during the preconstruction meeting in PDF format.

**City of Fort Lauderdale**

**Keeping the Ocean in the Ocean**  
 Bringing Drier Streets to Hendricks Isle

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

**Benefits 5,000 Neighbors**

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

**Cost**  
 \$20,000

**Completion**  
 August 2013

**Contractor**  
 ABC Company

**We're Working On:**

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

**Fort Lauderdale City Commission**

John P. "Jack" Seiler Mayor  
 Bruce G. Roberts Vice Mayor, District I  
 Dean J. Trantalis Commissioner, District II  
 Bobby B. DuBose Commissioner, District III  
 Romney Rogers Commissioner, District IV  
 Lee R. Feldman, ICMA-CM City Manager

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

**END OF SECTION**

# Construction Sign Request Form

P12455

Title (Bold):

**FXE TAXIWAY INTERSECTION IMPROVEMENTS**

Title (Not Bold):

What's Happening?

The project will involve demolition of the existing taxiways, construction of new taxiways including paving, new Light Emitting Mode (LED) lights and guidance signs, pavement striping, and sodding.

Benefits:

Improvements to the airfield taxiway system and to conform to current Federal Aviation Administration (FAA) design criteria.

Number of Neighbors Benefitted:

N/A

Cost:

T.B.D

Month and Year of Expected Completion:

10/2021

Contractor:

T.B.D

Phone: 954-828-8000

We're Working On:

New paving of taxiway and new edge lighting.

Project Manager Signature

Date

Senior Project Manager Signature

Date

015900-2

## **SECTION 017700 CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

### ~~C. As Built Project Record Survey~~

- ~~1. Upon completion of the work, after Substantial Completion and before Final Acceptance, the Contractor will supply to the Engineer a complete "as built" survey of the entire project site. The "as built" project record survey shall be performed in conjunction with the paving operation, the Contractor will supply to the Engineer a complete "as built" survey of the centerline profile and corresponding cross section grades at all 50 foot stations in the longitudinal direction. Provide survey points at all profile grade change locations as defined on the proposed profile. Provide survey points at all PC and PT locations as defined on the Geometry Plan. Provide as built elevations in all additional locations where proposed elevations are given on the plans. All survey points, including horizontal and vertical control, property corners, section corners and references (hereinafter referred to as "survey points") shall be clearly marked and referenced prior to construction. These survey points must be sufficiently referenced so that they can be re-established after construction if they are disturbed.~~
  
- ~~2. This "as built" survey will be a complete topographic survey of the entire project site surrounded by the limit of construction plus 50 foot in all directions. If any work is done outside the limits of construction for any reason, this limit of survey will be increased to include this area plus 50 feet. This survey shall be certified by a Registered Land Surveyor as meeting the minimum Technical Standards for topographic surveys as set forth in chapter 5J-17, Florida Administrative Code. The survey data must be supplied as a signed and sealed drawing (24" x 36"), PDF file (24" x 36"), and "readable" AutoCAD CADD file. All cogo points in the drawing file are to be Civil 3D point objects. All survey data shall also be supplied in ASCII format. ASCII format shall be comma delimited PNEZD with complete point descriptions. Each point or feature shown on the survey shall have a corresponding point or points in the ASCII file and the descriptions of the points in the ASCII file shall correspond to the call outs and descriptions of the point and features on the survey. The topographic survey shall describe the entire site at the same scale as the construction drawings and will be arranged on the required size sheets in a neat and logical manner. Larger scale details are to be provided to clarify any complicated or complex areas. The horizontal and vertical control and datum established and shown on the project plans shall be the basis of the survey. Work specified herein shall be considered incidental to the project scope and will not be paid as a separate item.~~

### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

### 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of **ten (10)** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of **ten (10)** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Complete startup and testing of systems and equipment.
  3. Perform preventive maintenance on equipment used prior to Substantial Completion.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  5. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **ten (10)** days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Construction Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Project Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of **ten (10)** days prior to date the work will be completed and ready for final inspection and



tests. On receipt of request, Construction Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Project Manager will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

## **1.8 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Construction Project Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS (N/A)**

## **PART 3 - EXECUTION (N/A)**

**END OF SECTION 017700**



Advancement  
of Constructio  
Technology

# PUNCH LIST

Project: \_\_\_\_\_  
\_\_\_\_\_  
To (Contractor): \_\_\_\_\_  
\_\_\_\_\_

From (A/E): \_\_\_\_\_  
Site Visit Date: \_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Contract For: \_\_\_\_\_

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check
-------------	-------------	-----------------	-------------	----------------------------	------------------------

Attachments

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File



Instructions for completing the *Final Inspection Punch-list Corrective Action Form*.

---

The Construction Project Manager, in conjunction with the assigned construction inspector is responsible for preparing this form. It shall be completed in cooperation with the project's prime contractor and will be used as the official record for any and all punch-list items. Under no circumstances shall final payment be made until all items identified on this form are corrected to the satisfaction of the Construction Project Manager.

1. Prior to scheduling Substantial Completion/Final Inspection, all permits should be cleared by the building department, all O&M Manuals should be turned over to the city, and all warranty information should be provided in a three ring binder and on CD-ROM.
2. Schedule inspection, coordinating with necessary staff to properly evaluate the completeness of the project.
3. The Final Inspection Punch-list Corrective Action Form is to be used to document discrepancies that are minor in nature (i.e., paint chips, minor blemishes, etc....) if major items of work are not complete, lack required quality, or are not acceptable for any reason, the final inspection should be rescheduled for a time when these items have been completed.
4. Fill in the form completely: Project Number and Name, Date of inspection, the contractor's name, PM and inspector's names should all be filled in.
5. Beginning with item number 1, list the description of the deficiency, and any amplifying information required to fully document the item to be corrected. For instance, Item No. 1; Description of Deficiency - Door entering main office sticks; Notes – Door should be adjusted to open and close properly.
6. Use as many forms as required to fully document the inspection results. In the lower right hand side of the form indicate page number and total number of forms used (for example 1 of 4)
7. If there is any disagreement as to whether or not an item is a deficiency, it should be documented and then
8. When an item is corrected, the Contractor shall initial the form and indicate the date work was completed. If the PM/CI concurs with the acceptance of the work, they will initial and date in the corresponding block.
9. Substantial completion will not be issued if there is a large number of punch list items or if there are major deficiencies with the work. If you have any questions regarding whether or not an item is major, or if there are a large number deficiencies, contact the Senior Project Manager.
10. Under no circumstances will final payment be made without documented completion of the Punch-List.

# **TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS OUTLINE

		<u>Page Numbers</u>
<b>GENERAL PROVISIONS</b>		
Section 10	Definition of Terms	GP-10-1 to GP-10-8
Section 20	Proposal Requirements and Conditions	GP-20-1 to GP-20-4
Section 30	Award and Execution of Contract	GP-30-1 to GP-30-2
Section 40	Scope of Work	GP-40-1 to GP-40-4
Section 50	Control of Work	GP-50-1 to GP-50-8
Section 60	Control of Materials	GP-60-1 to GP-60-4
Section 70	Legal Regulations and Responsibility to Public	GP-70-1 to GP-70-10
Section 80	Execution and Progress	GP-80-1 to GP-80-6
Section 90	Measurement and Payment	GP-90-1 to GP-90-8
 <b>GENERAL CONSTRUCTION ITEMS</b>		
C-100	Contractor Quality Control Program (CQCP)	C-100-1 to C-100-8
C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	C-102-1 to C-102-6
C-105	Mobilization	C-105-1 to C-105-2
C-110	Method of Estimating Percentage of Material within Specified Limits (PWL)	C-110-1 to C-110-8
S-102	Airport Safety and Maintenance of Air Operations Area Traffic Requirements	S-102-1 to S-102-14
S-103	Project Survey	S-103-1 to S-103-4
 <b>CIVIL ENGINEERING</b>		
P-101	Preparation/Removal of Existing Pavements	P-101-1 to P-101-8
P-151	Clearing and Grubbing	P-151-1 to P-151-4
P-152	Excavation, Subgrade, and Embankment	P-152-1 to P-152-12
P-153	Controlled Low-Strength Material (CLSM)	P-153-1 to P-153-4
P-154	Subbase Course	P-154-1 to P-154-6
P-211	Lime Rock Base Course	P-211-1 to P-211-6
P-401	Asphalt Mix Pavement	P-401-1 to P-401-24
P-602	Emulsified Asphalt Prime Coat	P-602-1 to P-602-4
P-603	Emulsified Asphalt Tack Coat	P-603-1 to P-603-4
P-605	Joint Sealants for Pavements	P-605-1 to P-605-8
P-606	Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement	P-606-1 to P-606-6
P-610	Concrete for Miscellaneous Structures	P-610-1 to P-610-8
P-620	Runway and Taxiway Marking	P-620-1 to P-620-8
T-904	Sodding	T-904-1 to T-904-6
T-905	Topsoil	T-905-1 to T-905-4

Page Numbers**LIGHTING AND SIGNAGE**

L-108	Underground Power Cables for Airports	L-108-1 to L-108-16
L-110	Airport Underground Electrical Duct Banks and Conduits	L-110-1 to L-110-8
L-115	Electrical Manholes and Junction Structures	L-115-1 to L-115-10
L-125	Installation of Airport Lighting Systems	L-125-1 to L-125-6

**NOTE:**

***Specification numbers that contain the prefix "S" are prepared by the Engineer and are not Standard Federal Aviation Administration Specifications.***

## SECTION 10 DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.



<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
<b>10-11</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-12</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-13</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
<b>10-14</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-15</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
<b>10-16</b>	<b>Contract</b>	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.  The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
<b>10-17</b>	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
<b>10-18</b>	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
<b>10-19</b>	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining

Paragraph Number	Term	Definition
		to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	<b>Intention of Terms</b>	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	<b>Lighting</b>	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	<b>Major and Minor Contract Items</b>	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
10-35	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	<b>Notice to Proceed (NTP)</b>	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	<b>Owner</b>	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean

Paragraph Number	Term	Definition
		airport Sponsor only. The Owner for this project is <b>City of Fort Lauderdale</b>
10-38	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being

Paragraph Number	Term	Definition
		performed, or of the materials furnished or being furnished by the Contractor.
10-49	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
10-54	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	<b>Subgrade</b>	The soil that forms the pavement foundation.
10-58	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	<b>Owner Defined terms</b>	<p><b><i>Owner's Authorized Representative (OAR) – A person under contract with LCPA and authorized by LCPA to inspect, reject or accept work performed by the General Contractor. OAR and Resident Project Representative (RPR) are used interchangeably.</i></b></p> <p><b><i>Advisory Circular (AC) - A document issued by the FAA containing informational material and guidance. When referred to in the drawings (plans) and</i></b></p>

Paragraph Number	Term	Definition
		<p><i>specifications, advisory circulars shall have the same force as supplemental specifications.</i></p> <p><i>Certification - When "certification" is used to describe that which is to be submitted for approval from the Contractor, jointly with a supplier or by himself for his own materials, whether manufactured or purchased by the Contractor, will be construed to mean compliance in individual or completed form with the drawings (plans), specifications and/or intent of the design.</i></p> <p><i>Awarded Contract - The written agreement between the Owner and Contractor, covering the work to be performed. The awarded Contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond and Payment Bond; any required insurance certificates; The General Provisions; The General Requirements, The Special Provisions; The Specifications; Standard Forms; The Drawings (Plans), any addenda issued to bidders, Change Orders, Terms and Conditions, and agreements which are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.</i></p> <p><i>Special Provisions - The specific clauses setting forth conditions or requirements peculiar to the project under consideration.</i></p> <p><i>Subcontractor - The pre-qualified (where required) individual, partnership or corporation, or a combination thereof, undertaking the execution of a part of the work under the terms of the Contract, by virtue of an agreement with the contractor approved by the Owner.</i></p>

END OF SECTION 10

## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

### 20-01 Advertisement (Notice to Bidders).

**a. General.** *Bids will be asked for in an advertisement for bids as set forth by State laws and as required by Part 152 of the Federal Aviation Regulations. The advertisement will contain a description of the Project; the place, date, and hour of opening; approximate estimates of the various quantities and kinds of work to be performed or materials to be furnished; a stipulation as to the character and amount of the Proposal Bid; and instructions to Bidders as to the access to plans and specifications. The advertisement for bids will become part of the Contract if award is made.*

**b. Quantities.** *The quantities shown in the advertisement for bids are to be considered as approximate only and may be amended to include additional quantities or additional items, or may be amended to decrease quantities or exclude items of work before bids are to be received.*

**c. Corrections.** *Corrections and minor changes in the advertisement for bids, and Proposal form may be put into effect at any time prior to the hour fixed for opening of bids by telegram, certified or registered letter from the Engineer, notifying all prospective Bidders to whom Proposal forms have been previously issued.*

**d. Owner's Rights.** *The Owner reserves the right to reject any and all bids.*

**20-02 Qualification of bidders.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division (**FDOT**) prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-02.1 SUBCONTRACTORS AND SUPPLIERS.** *The contractor shall not employ any subcontractor or supplier or other person or organization whether initially or as a substitute, against whom the Owner or Engineer may have reasonable objection.*



**Contractor shall not be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection.**

**If contractor has submitted a list of proposed subcontractors and suppliers as required in Section 20-02 and Owner or Engineer has reasonable objection after due investigation to any such subcontractor or supplier, contractor shall submit an acceptable substitute without adjustment of the Contract price.**

**20-03 Contents of proposal forms.** The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. Time, date, and place of the prebid meeting is posted on [www.flypgd.com](http://www.flypgd.com).

**20-04 Issuance of proposal forms.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. **The Contractor shall verify all quantities as noted in the plans prior to ordering material or equipment. No additional compensation shall be made for stored materials, re-stocking fees or other fees associated with errors in quantity calculations.** It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms.

Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

**20-07 Preparation of proposal.** The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:

**a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

**b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

**c.** If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

**d.** If the proposal contains unit prices that are obviously unbalanced.

**e.** If the proposal is not accompanied by the proposal guaranty specified by the Owner.

**f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing **or** by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

**a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

**b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

**c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **10 working** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

## SECTION 30 AWARD AND EXECUTION OF CONTRACT

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

***Unless otherwise specified in this subsection, no award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.***

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all

legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

## SECTION 40 SCOPE OF WORK

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items.** The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so

encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40



## SECTION 50 CONTROL OF WORK

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans,

cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions. *Special Provisions and Contract Forms are provided in the Project Manual.***

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD 2018 or higher and two hard copy plans 24x36 signed and sealed by a licensed land surveyor.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

**Construction Staking and Layout includes but is not limited to:**

- a. Clearing and Grubbing perimeter staking**
- b. Rough Grade slope stakes at 100-foot (30-m) stations**
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations**

**Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:**

- a. Runway – minimum five (5) per station**
- b. Taxiways – minimum three (3) per station**
- c. Holding apron areas – minimum three (3) per station**
- d. Roadways – minimum three (3) per station**

**Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:**

- a. Runway – minimum five (5) per station**
- b. Taxiways – minimum three (3) per station**
- c. Holding apron areas – minimum three (3) per station**

**Pavement areas:**

**a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.**

**b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:**

- (1) Runways – each paving lane width**
- (2) Taxiways – each paving lane width**
- (3) Holding areas – each paving lane width**

**c. After finish paving operations at 50-foot (15-m) stations:**

**(1) All paved areas – Edge of each paving lane prior to next paving lot**

**d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.**

**e. Fence lines at 100-foot (30-m) stations minimum.**

**f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.**

**g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.**

**h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).**

**i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).**

**The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.**

**Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the RPR without additional cost to the Owner.**

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor (***punch list items***) and the Contractor shall correct the unsatisfactory work. ***The punch list items shall be corrected by the Contractor within 30 calendar days and prior to any request for final inspection or acceptance.*** Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**~~50-17 Value Engineering Cost Proposal.~~**

~~The provisions of this paragraph will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.~~

~~On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the RPR, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The value engineering cost proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.~~

~~Not eligible for value engineering cost proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.~~

~~As a minimum, the following information shall be submitted by the Contractor with each proposal:~~

- ~~a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.~~
- ~~b. An itemization of the contract requirements that must be changed if the proposal is adopted.~~
- ~~c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.~~
- ~~d. A statement of the time by which a change order adopting the proposal must be issued.~~
- ~~e. A statement of the effect adoption of the proposal will have on the time for completion of the contract.~~
- ~~f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.~~

~~The Contractor may withdraw, in whole or in part, any value engineering cost proposal not accepted by the RPR, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the RPR to consider any value engineering cost proposal that may be submitted.~~

~~The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the value engineering cost proposal has been issued. If a change order has not been issued by the date upon which the Contractor's value engineering cost proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such value engineering cost proposal shall be deemed rejected.~~

~~The RPR shall be the sole judge of the acceptability of a value engineering cost proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the RPR may disregard the contract bid prices if, in the RPR's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.~~

~~The Owner may require the Contractor to share in the Owner's costs of investigating a value engineering cost proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a value engineering cost proposal from amounts payable to the Contractor under the contract.~~

~~If the Contractor's value engineering cost proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this paragraph. Such change order shall incorporate the changes in the plans and~~

~~specifications which are necessary to permit the value engineering cost proposal or such part of it as has been accepted and shall include any conditions upon which the RPR's approval is based. The change order shall also set forth the estimated net savings attributable to the value engineering cost proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.~~

~~The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.~~

~~Acceptance of the value engineering cost proposal and performance of the work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.~~

**50-18 RETEST OF WORK.** *When as provided for in the Contract documents, the Owner performs sampling tests of the work and the tests show a failure to meet the requirements of the Contract documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.*

**50-19 CORRECTION OF WORK AFTER FINAL PAYMENT.** *Neither the final certificate, nor payment, nor any provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from date of final acceptance.*

*The Owner shall give notice of observed defects with reasonable promptness. Wherever the word "acceptance" occurs, it shall be understood to mean final acceptance.*

**50-20 WARRANTY AND GUARANTEE.** *The Contractor warrants to the Owner that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective.*

*If, within one year after the date of final acceptance of the Work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract, any of the Work is found to be defective or not in accordance with Contract requirements, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so.*

*The obligations of the Contractor in this paragraph entitled WARRANTY AND GUARANTEE shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the contract or otherwise prescribed by law.*

END OF SECTION 50



## SECTION 60 CONTROL OF MATERIALS

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

***Contractor shall supply steel and manufactured products that conform to the Buy American provisions established under 49 USC Section 50101 as follows: "Steel products must be 100% U.S. domestic product. Preference shall be given to products that are 100% manufactured and assembled in the U.S. Manufactured products not meeting the 100% U.S. domestic preference may only be used on the project if the FAA has officially granted a permissible waiver to Buy American Preferences. Submittals for all manufactured products must include certification of compliance with Buy American requirements as established under 49 USC Section 50101. Submittal must include sufficient information to confirm compliance or submittal will be returned with no action."***

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR. ***In the event that any tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after substitution or modification, shall be paid by the Contractor.***

***The Contractor shall furnish the required samples without charge and shall give sufficient notification of the placing of orders for materials to permit testing.***

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP). ***The final quality control report, signed and sealed by an engineer registered in Florida, shall be delivered in hard copy.***

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results. ***Certification alone will not relieve the Contractor from his responsibility to provide materials that comply fully with the provisions of these specifications and that acceptable to the Engineer.***

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office.** The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity *and other amenities as described in Item M-106.*

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in

making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

## SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) **is indicated on the project plans or described in the contract documents.** ~~must be shown on the plans and is indicated as follows: [ ]~~.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval

of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

~~**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is **made part of Contract under Technical Specification S-102 Airport Safety and Maintenance of Air Operations Area Traffic Requirements**, on sheet(s) [ ] of the project plans.~~

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

***Work that is to remain in place which is damaged or defaced by reasons of work performed under this Contract, shall be restored at no additional cost to the Owner.***

***Items removed, indicated to be salvaged for Owner or reused in new work, which are damaged beyond repair, shall be replaced with equal new materials under this Contract at no additional cost to the Owner.***

***Existing pavement or other existing work not specified for removal which is temporarily removed, damaged or in any way disturbed or altered by work under this Contract shall be repaired, patched, or replaced to the complete satisfaction of the RPR at no additional cost to the Owner.***

***Where it is necessary to cut, alter, remove, or temporarily remove and replace existing property or equipment, the cost shall be included in the Contract price for the item creating such work.***

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations **and utility owners** have been indicated on the plans and/or **in the contract documents**. ~~and the Owners are indicated as follows:~~

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.



In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-15.1 FAA facilities and cable runs.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

**a.** The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

**b.** The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

**c.** If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

**d.** Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

***Any displaced or relocated FAA facility or cables due to construction will require a signed and executed reimbursable agreement between the Owner and the FAA Tech Ops Division.***

***The splicing of cables is not be an acceptable form of repair for certain projects. If any FAA cables are damaged, the Contractor shall replace the cables in their entirety.***

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

***In the event of conflict between Federal, State or local laws, codes, ordinances, rules and regulations concerning pollution control, the most restrictive applicable ones shall apply.***

***The Contractor shall pay special attention to the pollution control requirements of the several specifications. Work items, which may cause excessive pollution and shall be closely controlled by the Contractor, are:***

- a) Clearing, grubbing, burning or other disposal.***
- b) Stripping, excavation, and embankment.***
- c) Drainage and ditching.***
- d) Aggregate production, handling and placing.***
- e) Cement, lime or other stabilization.***

- f) Concrete and bituminous materials handling, production and paving.**
- g) Seeding, fertilizing, mulching and use of herbicides or insecticides.**
- h) Contractor's own housekeeping items; haul roads; sanitary facilities; water supply; equipment fueling, servicing and cleaning; job clean up and disposal.**

**When the Contractor submits his tentative progress schedule in accordance with PROSECUTION and PROGRESS, Section 80, he shall also submit for acceptance of the Owner, his schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing, grading, structures at water courses, construction, and paving, and his proposed methods of erosion control on haul roads and borrow pits and his plan for disposal of waste materials. No work shall be started until the erosion control schedules and methods of operations have been accepted by the Owner.**

**All bituminous and portland cement concrete proportioning plants shall meet state requirements.**

**The following listed stipulations shall apply to this Contract unless more restrictive ones are specified by the plans, special provisions, laws, codes, ordinances, etc. Cost of pollution control shall be incidental to the appropriate work items unless otherwise specified.**

**1. Control of Water Pollution and Siltation.**

**(a) All work of water pollution and siltation control is subject to inspection by the local and/or state governmental enforcing agent.**

**(b) All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the Contract.**

**(c) Construction operations shall be conducted in such manner as to reduce erosion to the practicable minimum and to prevent damaging siltation of water courses, streams, lakes or reservoirs. The surface area of erodible land, either on or off the airport site, exposed to the elements by clearing, grubbing or grading operations, including gravel pits, waste or disposal areas and haul roads, at any one time, for this Contract, shall be subject to approval of the Owner and the duration of such exposure prior to final trimming and finishing of the areas shall be held to the minimum practical. The Owner shall have full authority to order the suspension of grading and other operations pending adequate and proper performance of finishing and maintenance work or to restrict the trimming of erodible land exposed to the elements.**

**(d) Materials used for permanent erosion control measures shall meet the requirements of the applicable specifications. Gravel or stone, consisting of durable particles of rock and containing only negligible quantities of fines, shall be used for construction pads, haul roads and temporary roads in or across streams.**

**(e) Where called for on the plans, a stilling basin shall be constructed to prevent siltation in the stream from construction operations.**

**(f) The disturbance of lands and waters that are outside the limits of construction as staked is prohibited, except as found necessary and approved by the Owner.**

**(g) The Contractor shall conduct his work in such manner as to prevent the entry of fuels, oils, bituminous materials, chemicals, sewage or other harmful materials into streams, rivers, lakes or reservoirs.**

**(h) Water from aggregate washing or other operations containing sediment shall be treated by filtration, by use of a settling basin or other means to reduce the sediment content to a level acceptable to the local and/or state governmental enforcing agent.**

**(i) All waterways shall be cleared as soon as practicable of falsework, piling, debris or other obstructions placed during construction operations and not a part of the finished work. Care shall be taken during construction and removal of such barriers to minimize the muddying of a stream.**

**(j) The Contractor shall care for the temporary erosion and siltation control measures during the period that the temporary measures are required and for the permanent erosion control measures until the Contract has been completed and accepted. Such care shall consist of the repair of areas damaged by erosion, wind, fire or other causes.**

**(k) Permanent and temporary erosion control work that is damaged due to the Contractor's operations or where the work required is attributed to the Contractor's negligence, carelessness, or failure to install permanent controls at the proper time, shall be repaired at the Contractor's expense.**

## **2. Control of Other Air Pollutants.**

**(a) Grading areas shall be kept at proper moisture conditions.**

**(b) Sand or dust blows shall be temporarily mulched, with or without seeding, or otherwise controlled with stabilizing agents.**

**(c) Temporary roads, haul roads, traffic or work areas shall be stabilized with dust palliative, penetration asphalt, or wood chips or other approved measures to prevent dust pollution.**

**(d) Cements, fertilizers, chemicals, volatiles, etc., shall be stored in proper containers or with proper coverings to prevent accidental discharge into the air.**

**(e) Aggregate bins, cement bins, and dry material batch trucks shall be properly covered to prevent loss of material to the air.**

**(f) Drilling, grinding and sand blasting apparatus shall be equipped with water, chemical, or vacuum dust controlling systems.**

**(g) Applications of chemicals and bitumens shall be held to recommended rates.**

**(h) Bituminous mixing plants shall be equipped with dust collectors as noted in the specifications.**

***(i) Quarrying, batching, and mixing operations and the transfer of materials between trucks, bins, or stockpiles shall be properly controlled to minimize dust diffusion.***

***(j) When necessary, certain operations shall be delayed until proper wind or climatic conditions exist to dissipate or inhibit potential pollutants to the satisfaction of the Owner.***

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

***70-21 Insurance Requirements. Refer to the Project Manual for insurance requirements.***

END OF SECTION 70

## SECTION 80 EXECUTION AND PROGRESS

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **35** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 14 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly ~~monthly~~ basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as ***indicated on the plans*** as follows:

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit



with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

~~The maximum construction time allowed for Schedules [ ] the entire project will be the sum of the time allowed for individual schedules but not more than [ ] days the total contract time specified in the contract documents.~~ Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract. **Liquidated damages will be assessed as provided in the contract.**

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**

## SECTION 90 MEASUREMENT AND PAYMENT

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by <del>the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts.</del> Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials</p>

Term	Description
	<p>received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work

remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor



may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to

Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

## TAXIWAY INTERSECTION IMPROVEMENTS

CITY PROJECT NO. 12455

**ITEM C-100 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)**

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR ~~or Contractor~~ as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.
- e. Establishment of the overall QC culture.

CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

C-100-1

## TAXIWAY INTERSECTION IMPROVEMENTS

CITY PROJECT NO. 12455

**100-2 Description of program.**

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least **14** calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational

## TAXIWAY INTERSECTION IMPROVEMENTS

CITY PROJECT NO. 12455

chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time **on-site** employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience **or Florida Department of Transportation equivalent certification.**

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

**c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

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**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

**100-7 Contractor QC testing facility.**

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures

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CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

## TAXIWAY INTERSECTION IMPROVEMENTS

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- 8 Facilities, Equipment, and Supplemental Procedures

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401)
- b. Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)
- d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (e.g., plant technician)
- g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment

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- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- (8) **Photographs and/or video**

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.



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Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-12 Noncompliance.**

**a.** The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

**b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

**(1)** Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

**(2)** Order the Contractor to stop operations until appropriate corrective actions are taken.

**METHOD OF MEASUREMENT**

**100-13 Basis of measurement and payment.** Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

- a.** With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- b.** When 25% or more of the original contract is earned, an additional 25%.
- c.** When 50% or more of the original contract is earned, an additional 20%.
- d.** When 75% or more of the original contract is earned, an additional 20%.
- e.** After final inspection and acceptance of project, the final 10%.

**BASIS OF PAYMENT****100-14 Payment will be made under:**

Item C-100-14.1 Contractor Quality Control Program (CQCP)

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
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ASTM D3665	Standard Practice for Random Sampling of Construction Materials
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ASTM D3666

Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

**END OF ITEM C-100**

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CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

## TAXIWAY INTERSECTION IMPROVEMENTS

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**ITEM C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL****DESCRIPTION**

**102-1.1** This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

***This item also includes those items required by permit conditions.***

**102-1.2 Environmental Permits**

- a. Responsibilities of the Contractor. In compliance with General Provision Section 70 paragraphs 70-01, 70-04, and 70-20, the Contractor shall prepare all required documentation, pay all fees, and perform all services and work necessary to obtain all permits and approvals from local, state, and federal regulatory agencies for Contractor's Work, staging, stockpile, blending and batch plant areas and operations. In compliance with the National Pollutant Discharge Elimination System (NPDES) permit issued or approved by the U.S. Environmental Protection Agency (EPA) pursuant to 40 CFR Part 122.6, the contractor shall prepare a project erosion control plan for these areas.***
- b. Contractor's Storm Water Pollution Prevention Plan (SWPPP). The Contractor's Pollution SWPPP will address all measures to dispose of, control, or prevent the discharge of solid, hazardous and sanitary wastes to the waters of the U.S. The plan shall include procedures to control offsite tracking of soil by vehicles and construction equipment and procedures for cleanup and reporting of non-stormwater discharges, such as contaminated groundwater or accidental spills.***

TEMPORARY AIR AND WATER POLLUTION,  
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- c. Construction activities shall not begin until all required permits have been obtained and submitted to the Engineer.**

**MATERIALS**

~~102-2.1 Grass.~~ Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

~~102-2.2 Mulches.~~ Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

~~102-2.3 Fertilizer.~~ Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

~~102-2.4 Slope drains.~~ Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

**102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project. **Other material will also be in conformance with permit conditions for the project.**

**CONSTRUCTION REQUIREMENTS**

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR **Contractor** shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

**102-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules in accordance with **the SWPPP specified in 102-1.2**, the approved Construction Safety and Phasing Plan (CSPP), and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; **excavating; embanking;** construction; paving; and structures at watercourses. **As part of the SWPPP, the Contractor shall also submit a proposed method of erosion and dust control, within the limits of work, on haul roads and borrow pits and a plan for disposal of waste materials. The plan will address frequency of inspection and maintenance of the pollution control features throughout the duration of construction.** Work shall not be started until: ~~the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR~~ **1) the SWPPP, together with schedules and methods of operation for the applicable construction have been accepted by the Engineer, and 2) applicable permits have been issued by the regulatory agencies having jurisdiction over the work.**

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**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

***The Contractor shall be responsible for providing temporary measures as needed to adequately control dust during construction. Dust, as discussed herein, may be from blowing soil, Portland cement, dry grass, or other such materials.***

***Required methods of controlling dust and other air pollutants will include but are not limited to:***

- ***Exposing the minimum area of erodible earth.***
- ***Using water sprinkler trucks.***
- ***Using covered haul trucks. This method is required for trucks hauling borrow excavation on any roadway.***
- ***Using dust palliatives or penetration asphalt on haul roads.***

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- **Using plastic sheet coverings.**

**Dust control at an operational airfield is of the utmost importance because excessive dust can restrict sight distance and damage aircraft engines. The Owner reserves the right to shut down or restrict construction operations when excessive dust, as determined by the RPR, could impact air navigation or airfield operations. Such a restriction or shutdown may not be used as the basis for additional costs or contract time.**

**The cost of temporary measures to control dust shall be incidental to the Contract and no separate payment will be made for these measures.**

**Contractor shall periodically inspect the pollution control features at the intervals stated in the approved Pollution Control Plan, and immediately after each rainfall and at least daily during prolonged rainfall. Contractor will immediately correct any deficiencies. Review the location of pollution control features for effectiveness. If deficiencies exist, correct as directed by Engineer.**

**There shall be no additional or separate compensation paid to Contractor for such work.**

**Remove sediment deposits when the deposit reaches approximately 1/3 of the volume capacity of the sediment control feature, or as required. Remove all sediment deposits when the sediment control feature is removed. Grade and dress area to restore to preconstruction condition or finish grade as called for on the plans.**

**In compliance with General Provision Section 50, Contractor shall continuously maintain permanent and temporary pollution control features. Maintenance shall include periodic watering and mowing of grassed areas. There shall be no additional or separate compensation paid to Contractor for such work. If construction is suspended Contractor shall inspect, maintain and operate temporary and permanent pollution control features during such suspension. If suspension is part of the project phasing and sequencing plan, or if the suspension is requested by Contractor, there shall be no additional or separate compensation paid to Contractor to inspect, maintain and operate the pollution control facilities.**

**102-3.4 Installation, maintenance and removal of silt fence.** Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence.

The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

**102-3.5 Additional Requirements. Additional construction requirements as given in Section 104-1 thru 104-8 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, must be followed.**

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***In compliance with Florida Department of Environmental Protection (FDEP) Document 62-621.300(4)(a), F.A.C., contractor shall provide Engineer and Owner with copies approved permit documentation obtained for any discharges to surface waters under the National Pollutant Discharge Elimination System (NPDES) as required. Copies of SWPPP report and daily reports shall be provided to Engineer and Owner. Daily reports shall be provided on a weekly basis or as directed by Engineer.***

#### METHOD OF MEASUREMENT

**102-4.1** Temporary erosion and pollution control work required ***which is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls*** will be performed as scheduled or directed by the RPR. ~~Completed and accepted work will be measured as follows:~~ ***Measurement of Temporary Erosion and Pollution Control shall be lump sum.***

**102-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor ***with costs included in the contract prices bid for the items to which they apply.***

#### BASIS OF PAYMENT

**102-5.1** Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1      Temporary Air and Water Pollution, Soil Erosion, and Siltation Control  
– lump sum

~~Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.~~

~~Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work.*~~

***Progress payments will be based on the percentage of the lump sum price equal to the percentage of the total contract price due to the Contractor. Progress payments shall be subject to retainage.***

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**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## Advisory Circulars (AC)

AC 150/5200-33      *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2      *Operational Safety on Airports During Construction*

## ASTM International (ASTM)

ASTM D6461      *Standard Specification for Silt Fence Materials*

## United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM C-102**

C-102-6

TEMPORARY AIR AND WATER POLLUTION,  
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**ITEM C-105 MOBILIZATION**

**105-1.1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material, and supplies, **and incidentals** to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-1.2** *The costs for the establishment by the Contractor of staging areas, temporary offices, temporary fencing and gates, building facilities, all utilities, security elements, temporary access roads, safety equipment and first aid supplies, sanitary and other facilities, as required by these Contract Documents, any Federal, State and local laws and regulations. The preparation, submittal and approval of initial project schedule, construction sequencing plan, shop drawings, submittals, and the cost to maintain and restore project elements to preconstruction condition, including sodding.*

**105-1.3** *The costs of bonds and any required insurance and other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in this item.*

**105-1.4** *This item of work will also include any other item or items of work shown, implied or required for the completion of the project that are not directly paid for under other pay items.*

**105-1.5** *All costs associated with the required meetings and coordination with the City, and City's Representative, in addition, all costs associated with the Contractor badging shall be included in this item.*

**105-1.6 DEMOBILIZATION.** *The Contractor shall completely de-mobilize all equipment, vehicles, materials, offices, and waste within 30 days of final acceptance. Remaining retainage will not be released until all deficient work is corrected and the Contractor has completely demobilized from the project site.*

**105-2 Mobilization limit.** Mobilization shall be limited to **10** percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office.** *An Engineer/RPR field office is not required.*

MOBILIZATION

C-105-1

TAXIWAY INTERSECTION IMPROVEMENTS

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**METHOD OF MEASUREMENT**

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

***The standard retainage will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.***

**BASIS OF PAYMENT**

**105-6 Payment will be made under:**

Item C-105-6.1 Mobilization – Lump Sum

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

C-105-2

MOBILIZATION