

**STORMWATER IMPROVEMENTS  
CONSTRUCTION AGREEMENT No. 12676  
ITB P-16-24**

THIS AGREEMENT is executed on \_\_\_\_\_ by and between **CITY OF POMPAÑO BEACH, FLORIDA** (hereinafter called OWNER) and **DBF CONSTRUCTION LLC** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

The project consists of the furnishing of all labor, equipment and materials for the construction of stormwater improvements at NE 27<sup>th</sup> Ave and NE 16<sup>th</sup> St, Pompano Beach, Florida. The work will include but not be limited to site preparation, earthwork, dewatering, drainage installation and improvements, roadway and driveway restoration, tree removal, landscape restoration, restoring existing irrigation systems, and pavement marking and signage. The NE 27<sup>th</sup> Ave and NE 16<sup>th</sup> St Stormwater Improvements are bounded by NE 22<sup>nd</sup> Court to the north, NE 16<sup>th</sup> Street to the south, NE 28<sup>th</sup> Terrace to the east, and NE 24<sup>th</sup> Avenue to the west. This project will include State Revolving Fund (SRF) requirements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as Invitation to Bid (ITB) P-16-24.

**Article 2. ENGINEER**

- 2.1. The Project has been designed by **Chen Moore and Associates, Inc.**, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- 2.2. Contract Administrators. During the term of this Agreement, the OWNER's Contract Administrator shall be the Engineering Department Director or their authorized written designee, and the CONTRACTOR's Contract Administrator shall be provided by CONTRACTOR upon commencement of services or as further identified below.

**Article 3. CONTRACT TIME**

The Work will be substantially completed within five hundred twenty (520) calendar days from the date the Contract Time commences to run as provided in EXHIBIT "B" GENERAL CONDITIONS, and completed and ready for final payment in accordance with EXHIBIT "B" GENERAL CONDITIONS within forty (40) calendar days from the date the Contract Time commences to run.

#### **Article 4. PRECONSTRUCTION PHASE REQUIREMENTS**

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the OWNER's General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to OWNER of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

#### **Article 5. LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER three hundred and 00/100 dollars (\$300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

#### **Article 6. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The total sum of the work shall not exceed four million five hundred thirty-three thousand four hundred ninety-eight dollars and ninety cents (\$4,533,498.90). See BID PROPOSAL ITB P-16-24 attached for line-item pricing.

## **Article 7. PAYMENT PROCEDURES**

7.1 CONTRACTOR shall submit Applications for Payment in accordance with EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in EXHIBIT "B" GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

7.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with EXHIBIT "B" GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in EXHIBIT "B" GENERAL CONDITIONS.

## **Article 8. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR

considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

## **Article 9. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

**Exhibit "A"** – Invitation To Bid (ITB) P-16-24, including, but not limited to, original ITB, general conditions, specifications, drawings, exhibits to the ITB, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the

CONTRACTOR prior and after award in relation to the ITB and this Agreement

**Exhibit “B”** – EXHIBIT “B” GENERAL CONDITIONS

**Exhibit “C”** – Supplementary Conditions

**Exhibit “D”** – Insurance Requirements

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in Exhibit “B” GENERAL CONDITIONS.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

- a) This Agreement
- b) Exhibit “B”, General Conditions
- c) Exhibit “C”, Supplementary Conditions
- d) Exhibit “A”, ITB P-16-24, addenda and documentation
- e) Exhibit “D”, Insurance Requirements

#### **Article 10. CONTRACT ADMINISTRATORS, NOTICES AND DEMANDS**

Contract Administrators. During the term of this Agreement, the OWNER’S Contract Administrator shall be the City of Pompano Beach Engineering Department, Project Manager, or their authorized written designee. The CONTRACTOR’s Contract Administrator shall be provided by CONTRACTOR upon commencement of services (of their authorized written designee) as further identified below.

A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

**If to Contractor:** Mark Giannetti, President  
DBF Construction LLC  
240 S.W. 12 Avenue, Suite 2  
Pompano Beach, FL 33069  
Office: 954-892-1697  
Email: mark@dbf-construction.com

**If to City:** John Sfiropoulos, City Engineer  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4508  
Email: john.sfiropoulos@copbfl.com

Anthony Alhashemi, Project Manager  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4029  
Email: Anthony.Alhashemi@copbfl.com

**With a copy to:** Greg Harrison, City Manager  
P.O. Drawer 1300  
Pompano Beach, FL 33061  
Phone: 954-786-4601  
Email: greg.harrison@copbfl.com

## **Article 11. MISCELLANEOUS**

11.1 Terms used in this Agreement which are defined in EXHIBIT “B” GENERAL CONDITIONS will have the meanings indicated in EXHIBIT “B” GENERAL CONDITIONS.

11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4 Project Web Requirements:

- a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors that require access to the software.
- b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors.** No additional software will be required.
- c. CONTRACTOR shall have the responsibility for logging in to the project website on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury

Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By:\_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By:\_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)



Witnesses:

DBF CONSTRUCTION LLC

Stephany Campo

By: [Signature]

Mark Giannetti, President

Stephany Campo  
(Print or Type Name)

[Signature]

Amy Giannetti  
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 28<sup>th</sup> day of January, 2025, by Mark Giannetti as President of DBF Construction LLC, a Florida Limited Liability Company on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:

[Signature]

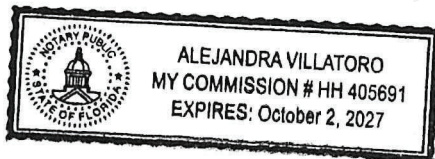
NOTARY PUBLIC, STATE OF FLORIDA

Alejandra Villatoro

(Name of Acknowledger Typed, Printed or Stamped)

HH 405691

Commission Number



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# **EXHIBIT – "A"**

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# MEMORANDUM

## Engineering

### Memorandum No. 24-54

**DATE: September 26, 2024**

**TO: Mary Rivero, General Services Director**

**FROM: Anthony Alhashemi, Project Manager**

**SUBJECT: NE 27<sup>th</sup> Ave & NE 16<sup>th</sup> ST Stormwater Improvements–  
Bid Award Recommendation P-16-24**

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On September 17, 2024, bids were opened for the above-referenced project. The lowest bidder was DBF Construction, LLC. with a construction cost of \$4,533,498.90

The references supplied by DBF Construction, LLC have been checked and the above-mentioned contractor has performed multiple successful construction projects within the City of Pompano Beach.

Being the low bidder, a local Pompano Beach contractor, and having favorable references, I recommend that DBF Construction, LLC. be awarded this contract for \$4,533,498.90

The project will be funded by a State Revolving Fund (SRF Loan).

One Executed Bid Award Recommendation form is attached. Please prepare an agenda package for inclusion on the City Commission agenda for approval for the first meeting on October 8<sup>th</sup>, 2024.

Should you have any questions, please do not hesitate to contact me at extension 4029.

# BID AWARD RECOMMENDATION FORM

From: Purchasing Division Eric Seifer Date 09/26/2024

To: Engineering Department Attn.: Anthony Alhashemi

Subject: Bid No. ITB P-16-24 Item/service: NE 27th AVE and NE 16th ST Stormwater Improvements (State Revolving Fund)

Attached is the Bid Tabulation for the subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must accompany a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information that the City Commission might request. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

## 1. SOURCE OF FUNDS:

Budgeted Code: CIP 19-352, 426-7630-538.65-12

Title: NE 27 AVE NE 16 ST

## 2. RECOMMENDATION:

(a) Which bidder do you recommend?

DBF Construction, LLC

(b) Is the recommended bid the lowest bid received?

Yes X No       

Note: If you recommend an award to someone other than the low bidder, detailed justification must be furnished in an accompanying memorandum for rejecting all lower bids.

(c) If references were required, were they checked?

Yes X No        Not applicable for this bid       

Signature:  Date: 9/26/24

Title: Project Manager

(Department Head)

 9/26/24

Event Number	P-16-24 Addendum 5			<b>Organization</b>  <b>Workgroup</b>  <b>Event Owner</b>  <b>Email</b>  <b>Phone</b>  <b>Fax</b>  City of Pompano Beach, FL Purchasing Luis Perez luis.perez@copbfl.com (954) 786-4098
Event Title	NE 27th AVE and NE 16th ST Stormwater Im			
Event Description	The City of Pompano Beach (the “City”) will			
Event Type	ITB			
Issue Date	8/8/2024 06:00:04 PM (ET)			
Close Date	9/17/2024 02:00:00 PM (ET)			

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
DBF CONSTRUCTION LLC	POMPANO BEACH	FL	9/17/2024 10:25:01 AM (ET)	64	\$4,533,498.90
DP Development, LLC.	Pompano Beach	FL	9/17/2024 08:37:53 AM (ET)	64	\$7,296,159.75
Man-Con Incorporated	Deerfield Beach	FL	9/17/2024 12:09:38 PM (ET)	64	\$7,485,439.00
FG Construction, LLC	Tamarac	FL	9/17/2024 10:02:42 AM (ET)	64	\$7,553,969.88
JVA Engineering Contractor, Inc. Miami		FL	9/17/2024 12:54:10 PM (ET)	64	\$7,589,826.53
Southern Underground Industries Pompano Beach		FL	9/16/2024 05:35:08 PM (ET)	64	\$8,538,643.00
Ric-Man International, Inc	Pompano Beach	FL	9/17/2024 12:38:16 PM (ET)	64	\$9,858,027.95
Lanzo Construction Company (L	Deerfield Beach	FL	9/17/2024 11:23:59 AM (ET)	64	\$11,115,750.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	DBF CONSTRUCTION LLC			DP Develc
							Total Price	Unit	Extended	
							<u>\$225,000.00</u>		\$225,000.00	#####
1	Mobilization			1	LS					
2	Maintenance of Traffic			1	LS		\$25,050.00		\$25,050.00	\$228,000.00
3	Bonds and Insurance			1	LS		\$113,000.00		\$113,000.00	<u>\$63,000.00</u>
4	Permit is needed. City to pay permit fees dire			1	LS		<u>\$10,000.00</u>		\$10,000.00	<u>\$10,000.00</u>
5	Construction Contingency			1	LS		<u>\$340,000.00</u>		\$340,000.00	<u>\$340,000.00</u>
6	Consideration for Indemnification			1	LS		<u>\$10.00</u>		\$10.00	<u>\$10.00</u>
7	Clear and Grade Swale			12250	SY		\$7.00		\$85,750.00	\$11.50
8	Remove and Dispose of Existing Asphalt Pave			15800	SY		\$4.00		\$63,200.00	\$19.25
9	Mill Existing Asphalt Pavement (3/4")			5000	SY		\$8.25		\$41,250.00	\$9.75
10	Remove and Dispose of Existing Drainage Str			15	EA		\$825.00		\$12,375.00	<u>\$775.00</u>
11	Remove and Dispose of Existing Drainage Pip			690	LF		\$21.67		\$14,952.30	\$33.75
12	Remove and Dispose of Abandoned Waterm;			1550	LF		\$21.67		\$33,588.50	<u>\$10.50</u>
13	Remove and Dispose of Abandoned Forcema			500	LF		\$21.67		\$10,835.00	<u>\$20.00</u>
14	Remove and Dispose of Existing Concrete Cui			70	LF		\$21.67		\$1,516.90	<u>\$12.50</u>
15	Remove Existing Tree with Overall Height les			8	EA		\$1,250.00		\$10,000.00	<u>\$900.00</u>
16	Remove Existing Tree with Overall Height 21			1	EA		\$5,000.00		\$5,000.00	<u>\$1,075.00</u>
17	Remove Existing Tree with Overall Height gre			4	EA		\$5,000.00		\$20,000.00	<u>\$1,400.00</u>
18	Remove and Replace Existing Hedge			18	LF		<u>\$10.00</u>		\$180.00	\$186.00
19	Remove and Reinstall Existing Sign			15	EA		<u>\$10.00</u>		\$150.00	\$215.00
20	Remove and Reinstall Existing Mailbox			5	EA		<u>\$10.00</u>		\$50.00	\$215.00
21	Remove and Dispose of Existing Speed Hump			2	EA		<u>\$1,000.00</u>		\$2,000.00	\$1,025.00
22	Furnish and Install Type C Drainage Structure			53	EA		\$4,067.00		\$215,551.00	\$5,650.00
23	Furnish and Install 48" Drainage Catch Basin			14	EA		<u>\$4,660.00</u>		\$65,240.00	\$7,075.00
24	Furnish and Install 48" Drainage Manhole			31	EA		<u>\$4,485.00</u>		\$139,035.00	\$7,000.00
25	Furnish and Install 60" Drainage Catch Basin			5	EA		\$8,100.00		\$40,500.00	<u>\$7,075.00</u>
26	Furnish and Install 60" Drainage Manhole			9	EA		\$7,181.00		\$64,629.00	<u>\$6,800.00</u>
27	Furnish and Install 72" Drainage Catch Basin			1	EA		<u>\$8,933.00</u>		\$8,933.00	\$11,375.00
28	Furnish and Install 15" Inline Check Valve			1	EA		<u>\$8,550.00</u>		\$8,550.00	\$13,150.00
29	Furnish and Install 24" Inline Check Valve			3	EA		<u>\$14,700.00</u>		\$44,100.00	\$20,775.00
30	Furnish and Install 15" RCP Drainage Pipe			1280	LF		\$151.00		\$193,280.00	\$171.70
31	Furnish and Install 18" RCP Drainage Pipe			5560	LF		\$159.50		\$886,820.00	<u>\$121.10</u>
32	Furnish and Install 24" RCP Drainage Pipe			1400	LF		\$209.50		\$293,300.00	<u>\$136.20</u>
33	Furnish and Install 18" RCP Exfiltration Trenchl			1260	LF		\$287.17		\$361,834.20	<u>\$195.80</u>
34	Connect to Existing Drainage Pipe			10	EA		\$2,000.00		\$20,000.00	\$2,300.00
35	Furnish and Install Pollution Retardant Baffle			18	EA		\$606.00		\$10,908.00	\$1,100.00



36	Furnish and Install Inverted Pollution Retard	5	EA		<b><u>\$594.10</u></b>	\$2,970.50	\$1,125.00
37	Offset Existing Watermain	2	EA		\$12,100.00	\$24,200.00	\$10,225.00
38	Offset Existing Reclaim Watermain	3	EA		\$11,000.00	\$33,000.00	<b><u>\$5,575.00</u></b>
39	Adjust Existing Sanitary Sewer Laterals	40	EA		\$1,065.00	\$42,600.00	\$4,425.00
40	Adjust Existing Services	40	EA		\$300.00	\$12,000.00	\$2,150.00
41	Relocate Existing Service and Meter	9	EA		\$265.00	\$2,385.00	\$3,675.00
42	Furnish and Install 15" Manatee Grate	1	EA		\$2,350.00	\$2,350.00	<b><u>\$2,200.00</u></b>
43	Furnish and Install 24" Manatee Grate	3	EA		\$2,750.00	\$8,250.00	<b><u>\$2,475.00</u></b>
44	Furnish and Place Asphalt Pavement SP 12.5	15800	SY		\$10.76	\$170,008.00	\$15.85
45	Furnish and Place Asphalt Pavement SP 9.5 2	20800	SY		<b><u>\$9.51</u></b>	\$197,808.00	\$10.80
46	Furnish and Place Limerock Base (8")	15800	SY		<b><u>\$4.15</u></b>	\$65,570.00	\$33.45
47	Stabilization of Subgrade (12")	15800	SY		<b><u>\$1.65</u></b>	\$26,070.00	\$17.40
48	Asphalt Driveway Restoration	2650	SY		<b><u>\$50.33</u></b>	\$133,374.50	\$102.00
49	Concrete Driveway Restoration	460	SY		\$84.00	\$38,640.00	\$148.40
50	Specialty Driveway Restoration	1370	SY		<b><u>\$47.00</u></b>	\$64,390.00	\$195.25
51	Furnish and Place Concrete Catch Basin Apro	71	EA		\$775.00	\$55,025.00	\$1,450.00
52	Furnish and Install Curb	70	EA		<b><u>\$10.00</u></b>	\$700.00	\$62.00
53	Furnish and Install Speed Hump	2	EA		<b><u>\$1,250.00</u></b>	\$2,500.00	\$11,875.00
54	Furnish and Install New Traffic Sign	8	EA		\$1,250.00	\$10,000.00	\$1,100.00
55	Furnish and Place Temporary Striping	315	LF		\$6.00	\$1,890.00	\$4.35
56	Furnish & Place 6" Thermoplastic Double (yel	250	EA		\$3.00	\$750.00	\$15.25
57	Furnish & Place 24" Thermoplastic (stop bar)	65	LF		\$20.00	\$1,300.00	\$26.00
58	Furnish and Place Reflective Pavement Marki	20	EA		\$29.00	\$580.00	\$11.00
59	Existing Irrigation System Restoration	171	LOT		\$600.00	\$102,600.00	\$625.00
60	Furnish and Install Sod	17500	SY		\$9.00	\$157,500.00	\$20.75
61	Furnish and Install Grape Myrtle 12' HT, 4' SP	1	EA		\$900.00	\$900.00	<b><u>\$875.00</u></b>
62	Furnish and Install Royal Palm 20' G.W.	3	EA		<b><u>\$1,600.00</u></b>	\$4,800.00	\$6,975.00
63	Furnish and Install Pink Tabebuia 12' HT, 4' SI	1	EA		\$1,000.00	\$1,000.00	<b><u>\$800.00</u></b>
64	Furnish and Install Foxtail Palm	3	EA		\$1,250.00	\$3,750.00	\$1,315.00

Development, LLC.			Man-Con Incorporated			FG Construction, LLC			JVA Engineering Contractor, Inc.			Southern Underground Industries		
\$7,296,159.75			\$7,485,439.00			\$7,553,969.88			\$7,589,826.53			\$8,538,643.00		
Line #	Extended		Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended
1	\$1,027,000.00		\$800,000.00		\$800,000.00	\$690,576.31		\$690,576.31	\$327,452.84		\$327,452.84	\$393,447.00		\$393,447.00
2	\$228,000.00		\$800,000.00		\$800,000.00	\$554,164.30		\$554,164.30	\$181,464.25		\$181,464.25	\$100,165.00		\$100,165.00
3	\$63,000.00		\$185,000.00		\$185,000.00	\$77,457.32		\$77,457.32	\$151,800.00		\$151,800.00	\$308,200.00		\$308,200.00
4	\$10,000.00		<u>\$10,000.00</u>		\$10,000.00	<u>\$10,000.00</u>		\$10,000.00	<u>\$10,000.00</u>		\$10,000.00	<u>\$10,000.00</u>		\$10,000.00
5	\$340,000.00		<u>\$340,000.00</u>		\$340,000.00	<u>\$340,000.00</u>		\$340,000.00	<u>\$340,000.00</u>		\$340,000.00	<u>\$340,000.00</u>		\$340,000.00
6	\$10.00		<u>\$10.00</u>		\$10.00	<u>\$10.00</u>		\$10.00	<u>\$10.00</u>		\$10.00	<u>\$10.00</u>		\$10.00
7	\$140,875.00		<u>\$4.00</u>		\$49,000.00	\$21.30		\$260,925.00	\$11.45		\$140,262.50	\$9.00		\$110,250.00
8	\$304,150.00		<u>\$3.00</u>		\$47,400.00	\$7.91		\$124,978.00	\$13.00		\$205,400.00	\$12.00		\$189,600.00
9	\$48,750.00		<u>\$3.00</u>		\$15,000.00	\$17.94		\$89,700.00	\$7.43		\$37,150.00	\$8.00		\$40,000.00
10	\$11,625.00		\$2,488.00		\$37,320.00	\$1,079.41		\$16,191.15	\$1,012.00		\$15,180.00	\$1,541.00		\$23,115.00
11	\$23,287.50		\$67.00		\$46,230.00	\$55.54		\$38,322.60	<u>\$12.65</u>		\$8,728.50	\$18.00		\$12,420.00
12	\$16,275.00		\$26.00		\$40,300.00	\$27.55		\$42,702.50	\$69.57		\$107,833.50	\$23.00		\$35,650.00
13	\$10,000.00		\$26.00		\$13,000.00	\$81.96		\$40,980.00	\$69.57		\$34,785.00	\$23.00		\$11,500.00
14	\$875.00		\$42.00		\$2,940.00	\$45.48		\$3,183.60	\$26.94		\$1,885.80	\$62.00		\$4,340.00
15	\$7,200.00		\$1,024.00		\$8,192.00	\$1,640.98		\$13,127.84	\$4,427.50		\$35,420.00	\$4,623.00		\$36,984.00
16	\$1,075.00		\$1,339.00		\$1,339.00	\$3,049.90		\$3,049.90	\$6,325.00		\$6,325.00	\$9,246.00		\$9,246.00
17	\$5,600.00		\$2,127.00		\$8,508.00	\$5,967.19		\$23,868.76	\$10,752.50		\$43,010.00	\$15,410.00		\$61,640.00
18	\$3,348.00		\$400.00		\$7,200.00	\$184.17		\$3,315.06	\$135.35		\$2,436.30	\$231.00		\$4,158.00
19	\$3,225.00		\$1,203.00		\$18,045.00	\$596.72		\$8,950.80	\$499.67		\$7,495.05	\$3,853.00		\$57,795.00
20	\$1,075.00		\$738.00		\$3,690.00	\$349.23		\$1,746.15	\$506.00		\$2,530.00	\$771.00		\$3,855.00
21	\$2,050.00		\$2,559.00		\$5,118.00	\$2,081.86		\$4,163.72	\$3,428.15		\$6,856.30	\$3,082.00		\$6,164.00
22	\$299,450.00		\$5,905.00		\$312,965.00	<u>\$3,905.99</u>		\$207,017.47	\$9,834.97		\$521,253.41	\$5,804.00		\$307,612.00
23	\$99,050.00		\$7,538.00		\$105,532.00	\$6,505.11		\$91,071.54	\$10,401.48		\$145,620.72	\$7,206.00		\$100,884.00
24	\$217,000.00		\$7,557.00		\$234,267.00	\$7,727.72		\$239,559.32	\$10,275.76		\$318,548.56	\$8,013.00		\$248,403.00
25	\$35,375.00		\$8,814.00		\$44,070.00	\$8,293.05		\$41,465.25	\$10,698.23		\$53,491.15	\$18,032.00		\$90,160.00
26	\$61,200.00		\$8,766.00		\$78,894.00	\$8,304.84		\$74,743.56	\$11,202.73		\$100,824.57	\$23,919.00		\$215,271.00
27	\$11,375.00		\$11,718.00		\$11,718.00	\$12,718.89		\$12,718.89	\$13,326.21		\$13,326.21	\$25,025.00		\$25,025.00
28	\$13,150.00		\$22,000.00		\$22,000.00	\$12,049.09		\$12,049.09	\$13,852.13		\$13,852.13	\$13,707.00		\$13,707.00
29	\$62,325.00		\$26,000.00		\$78,000.00	\$19,620.13		\$58,860.39	\$21,519.99		\$64,559.97	\$24,331.00		\$72,993.00
30	\$219,776.00		\$180.00		\$230,400.00	<u>\$133.14</u>		\$170,419.20	\$214.11		\$274,060.80	\$235.00		\$300,800.00
31	\$673,316.00		\$140.00		\$778,400.00	\$155.06		\$862,133.60	\$211.89		\$1,178,108.40	\$250.00		\$1,390,000.00
32	\$190,680.00		\$292.00		\$408,800.00	\$175.72		\$246,008.00	\$248.61		\$348,054.00	\$302.00		\$422,800.00
33	\$246,708.00		\$500.00		\$630,000.00	\$236.74		\$298,292.40	\$290.49		\$366,017.40	\$404.00		\$509,040.00
34	\$23,000.00		\$6,331.00		\$63,310.00	<u>\$1,392.09</u>		\$13,920.90	\$3,344.03		\$33,440.30	\$9,910.00		\$99,100.00
35	\$19,800.00		\$1,042.00		\$18,756.00	<u>\$602.80</u>		\$10,850.40	\$1,325.42		\$23,857.56	\$2,504.00		\$45,072.00

36	\$5,625.00	\$1,042.00	\$5,210.00	\$664.61	\$3,323.05	\$1,464.01	\$7,320.05	\$2,504.00	\$12,520.00
37	\$20,450.00	\$25,000.00	\$50,000.00	<b>\$8,862.43</b>	\$17,724.86	\$12,988.74	\$25,977.48	\$17,647.00	\$35,294.00
38	\$16,725.00	\$15,050.00	\$45,150.00	\$7,141.94	\$21,425.82	\$11,784.08	\$35,352.24	\$15,632.00	\$46,896.00
39	\$177,000.00	<b>\$100.00</b>	\$4,000.00	\$1,244.26	\$49,770.40	\$2,745.02	\$109,800.80	\$4,315.00	\$172,600.00
40	\$86,000.00	<b>\$100.00</b>	\$4,000.00	\$1,223.16	\$48,926.40	\$2,799.16	\$111,966.40	\$2,312.00	\$92,480.00
41	\$33,075.00	\$2,795.00	\$25,155.00	\$2,091.31	\$18,821.79	\$3,048.52	\$27,436.68	\$2,543.00	\$22,887.00
42	\$2,200.00	\$5,071.00	\$5,071.00	\$3,883.06	\$3,883.06	\$7,344.34	\$7,344.34	\$8,244.00	\$8,244.00
43	\$7,425.00	\$5,488.00	\$16,464.00	\$3,617.39	\$10,852.17	\$7,648.89	\$22,946.67	\$8,802.00	\$26,406.00
44	\$250,430.00	<b>\$10.00</b>	\$158,000.00	\$19.57	\$309,206.00	\$18.17	\$287,086.00	\$17.00	\$268,600.00
45	\$224,640.00	\$10.00	\$208,000.00	\$14.29	\$297,232.00	\$12.90	\$268,320.00	\$11.00	\$228,800.00
46	\$528,510.00	\$28.00	\$442,400.00	\$53.54	\$845,932.00	\$28.29	\$446,982.00	\$47.00	\$742,600.00
47	\$274,920.00	\$8.00	\$126,400.00	\$37.17	\$587,286.00	\$18.62	\$294,196.00	\$18.00	\$284,400.00
48	\$270,300.00	\$96.00	\$254,400.00	\$60.08	\$159,212.00	\$76.19	\$201,903.50	\$77.00	\$204,050.00
49	\$68,264.00	\$238.00	\$109,480.00	\$123.99	\$57,035.40	\$95.18	\$43,782.80	\$139.00	\$63,940.00
50	\$267,492.50	\$243.00	\$332,910.00	\$150.35	\$205,979.50	\$170.77	\$233,954.90	\$139.00	\$190,430.00
51	\$102,950.00	\$1,113.00	\$79,023.00	\$577.31	\$40,989.01	\$954.19	\$67,747.49	\$771.00	\$54,741.00
52	\$4,340.00	\$96.00	\$6,720.00	\$78.03	\$5,462.10	\$39.16	\$2,741.20	\$116.00	\$8,120.00
53	\$23,750.00	\$4,017.00	\$8,034.00	\$9,311.01	\$18,622.02	\$9,915.83	\$19,831.66	\$5,394.00	\$10,788.00
54	\$8,800.00	\$1,575.00	\$12,600.00	\$629.87	\$5,038.96	<b>\$569.25</b>	\$4,554.00	\$3,853.00	\$30,824.00
55	\$1,370.25	\$6.00	\$1,890.00	\$6.31	\$1,987.65	\$6.26	\$1,971.90	\$9.00	\$2,835.00
56	\$3,812.50	\$16.00	\$4,000.00	\$6.63	\$1,657.50	<b>\$2.53</b>	\$632.50	\$15.00	\$3,750.00
57	\$1,690.00	\$32.00	\$2,080.00	\$13.26	\$861.90	<b>\$6.32</b>	\$410.80	\$54.00	\$3,510.00
58	\$220.00	\$16.00	\$320.00	\$6.63	\$132.60	<b>\$6.32</b>	\$126.40	\$154.00	\$3,080.00
59	\$106,875.00	\$186.00	\$31,806.00	<b>\$116.32</b>	\$19,890.72	\$253.00	\$43,263.00	\$1,156.00	\$197,676.00
60	\$363,125.00	<b>\$4.00</b>	\$70,000.00	\$6.68	\$116,900.00	\$9.62	\$168,350.00	\$9.00	\$157,500.00
61	\$875.00	\$1,410.00	\$1,410.00	\$994.54	\$994.54	\$2,530.00	\$2,530.00	\$7,705.00	\$7,705.00
62	\$20,925.00	\$6,695.00	\$20,085.00	\$4,641.15	\$13,923.45	\$7,590.00	\$22,770.00	\$11,558.00	\$34,674.00
63	\$800.00	\$1,410.00	\$1,410.00	\$994.54	\$994.54	\$1,897.50	\$1,897.50	\$7,705.00	\$7,705.00
64	\$3,945.00	\$1,339.00	\$4,017.00	\$1,127.14	\$3,381.42	\$2,530.00	\$7,590.00	\$5,394.00	\$16,182.00

Line #	Ric-Man International, Inc			tion Company (Lanzo Constructi		
	Total Price		Extended	Total Price		Extended
	Unit	Unit		Unit	Unit	
1	#####		\$1,767,999.95	\$700,000.00		\$700,000.00
2	\$112,000.00		\$112,000.00	<b>\$20,000.00</b>		\$20,000.00
3	\$247,000.00		\$247,000.00	\$250,000.00		\$250,000.00
4	<b>\$10,000.00</b>		\$10,000.00	<b>\$10,000.00</b>		\$10,000.00
5	<b>\$340,000.00</b>		\$340,000.00	<b>\$340,000.00</b>		\$340,000.00
6	<b>\$10.00</b>		\$10.00	<b>\$10.00</b>		\$10.00
7	\$16.00		\$196,000.00	\$12.00		\$147,000.00
8	\$14.00		\$221,200.00	\$20.00		\$316,000.00
9	\$20.00		\$100,000.00	<b>\$3.00</b>		\$15,000.00
10	\$1,700.00		\$25,500.00	\$5,000.00		\$75,000.00
11	\$48.00		\$33,120.00	\$100.00		\$69,000.00
12	\$45.00		\$69,750.00	\$18.00		\$27,900.00
13	\$45.00		\$22,500.00	\$35.00		\$17,500.00
14	\$16.00		\$1,120.00	\$110.00		\$7,700.00
15	\$2,200.00		\$17,600.00	\$3,000.00		\$24,000.00
16	\$5,400.00		\$5,400.00	\$4,800.00		\$4,800.00
17	\$6,800.00		\$27,200.00	\$6,000.00		\$24,000.00
18	\$39.00		\$702.00	\$120.00		\$2,160.00
19	\$170.00		\$2,550.00	\$240.00		\$3,600.00
20	\$240.00		\$1,200.00	\$1,200.00		\$6,000.00
21	\$1,400.00		\$2,800.00	\$6,000.00		\$12,000.00
22	\$12,000.00		\$636,000.00	\$9,000.00		\$477,000.00
23	\$13,000.00		\$182,000.00	\$12,000.00		\$168,000.00
24	\$13,000.00		\$403,000.00	\$11,500.00		\$356,500.00
25	\$14,000.00		\$70,000.00	\$13,000.00		\$65,000.00
26	\$14,000.00		\$126,000.00	\$21,000.00		\$189,000.00
27	\$15,000.00		\$15,000.00	\$35,000.00		\$35,000.00
28	\$13,000.00		\$13,000.00	\$30,000.00		\$30,000.00
29	\$20,000.00		\$60,000.00	\$40,000.00		\$120,000.00
30	\$170.00		\$217,600.00	\$485.00		\$620,800.00
31	\$190.00		\$1,056,400.00	\$365.00		\$2,029,400.00
32	\$220.00		\$308,000.00	\$445.00		\$623,000.00
33	\$310.00		\$390,600.00	\$485.00		\$611,100.00
34	\$4,400.00		\$44,000.00	\$5,000.00		\$50,000.00
35	\$780.00		\$14,040.00	\$5,000.00		\$90,000.00

36	\$780.00	\$3,900.00	\$5,500.00	\$27,500.00
37	\$9,800.00	\$19,600.00	\$30,000.00	\$60,000.00
38	\$8,000.00	\$24,000.00	\$25,000.00	\$75,000.00
39	\$1,700.00	\$68,000.00	\$3,000.00	\$120,000.00
40	\$1,300.00	\$52,000.00	\$1,500.00	\$60,000.00
41	<u>\$210.00</u>	\$1,890.00	\$2,000.00	\$18,000.00
42	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00
43	\$2,800.00	\$8,400.00	\$4,000.00	\$12,000.00
44	\$22.00	\$347,600.00	\$30.00	\$474,000.00
45	\$16.00	\$332,800.00	\$15.00	\$312,000.00
46	\$43.00	\$679,400.00	\$55.00	\$869,000.00
47	\$18.00	\$284,400.00	\$25.00	\$395,000.00
48	\$110.00	\$291,500.00	\$215.00	\$569,750.00
49	\$120.00	\$55,200.00	<u>\$60.00</u>	\$27,600.00
50	\$160.00	\$219,200.00	\$180.00	\$246,600.00
51	\$640.00	\$45,440.00	<u>\$540.00</u>	\$38,340.00
52	\$74.00	\$5,180.00	\$20.00	\$1,400.00
53	\$26,000.00	\$52,000.00	\$7,200.00	\$14,400.00
54	\$1,400.00	\$11,200.00	\$1,200.00	\$9,600.00
55	<u>\$1.40</u>	\$441.00	\$2.00	\$630.00
56	\$14.00	\$3,500.00	\$12.00	\$3,000.00
57	\$27.00	\$1,755.00	\$24.00	\$1,560.00
58	\$14.00	\$280.00	\$15.00	\$300.00
59	\$1,100.00	\$188,100.00	\$600.00	\$102,600.00
60	\$23.00	\$402,500.00	\$6.00	\$105,000.00
61	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00
62	\$4,100.00	\$12,300.00	\$7,200.00	\$21,600.00
63	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00
64	<u>\$750.00</u>	\$2,250.00	\$2,400.00	\$7,200.00

Line	Responding Supplier	Supplier Notes
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Line #	Att #	Attribute Name	Attribute Note	DBF CONSTRUCTION	DP Development, LLC	Man-Con Incorporated	FG Construction, LLC	JVA Engineering Co
Header	1	Attachment D - Substantii	Provide the number of ca 520	420	180	240	330	
Header	2	Attachment D - Final Proj	Provide the number of ca 40	30	30	30	30	
Header	3	Attachment D - Total Proj	Enter the sum of calendar 560	450	210	270	360	
Header	5	Attachment B - Conflict of	For purposes of determin No	No	No	No	No	
Header	6	Attachment C - Vendor C	Section 287.135, Florida S Certified	Certified	Certified	Certified	Certified	
Header	7	Attachment E - Drug-Free	Preference must be given Yes	Yes	Yes	Yes	Yes	
Header	8	Terms & Conditions	Check the box indicating \ Agree	Agree	Agree	Agree	Agree	
Header	9	Bidder Acknowledgement	I hereby certify that I am : Mark Giannetti, Pre We agree.	Yes, Agree.	Yes, Agree.	Understood	Acknowledged	
Header	10	Acknowledgement of Add	Check this box to acknow Yes	Yes	Yes	Yes	Yes	



Southern Undergrd Ric-Man Internatio Lanzo Construction Company (Lanzo Construction Co., Florida)

365	425	240
30	60	30
395	485	270
No	No	No
Certified	Certified	Certified
Yes	Yes	Yes
Agree	Agree	Agree
Belseri Comerford	michael jankowskia	Yes, we agree and \
Yes	Yes	Yes

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
DBF CONSTRUCTION LLC	Mark Giannetti	Alejandra@dbf-construction.com	
DP Development, LLC.	Ron Richards	rrichards@dpdevelopment.com	
Man-Con Incorporated	Anthony Mancini	man-coninc@mancon.ws	
FG Construction, LLC	Bao Dang	estimating@fgconstruction.com	
JVA Engineering Contractor, Inc.	Jose M. Alvarez	info@jvaengineering.com	
Southern Underground Industries	Belseri Comerford	bids@southernundergroundindustries	
Ric-Man International, Inc	michael jankowski	BID@RIC-MAN.US	
Lanzo Construction Company (L)	Salvatore D'Alessandro	estimating@lanzo.org	



**ATTACHMENT A.****QUALIFICATION OF BIDDERS**

**COMPLETE THE QUALIFICATIONS OF BIDDERS – CONSTRUCTION FORM IN THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND UPLOAD THE COMPLETED FORM TO THE RESPONSE ATTACHMENTS TAB FOR THE BID IN THE EBID SYSTEM**

To demonstrate qualifications to perform the Work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of the Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

1 How many years has your organization been in business as a General Contractor?  
 17 Years

2 State of Florida Contractor's License # CGC1512467  
 Broward County Certificate of Competency #: 180-258258  
 Expiration Date: 9/30/2024

3 What is the last project of this nature that you have completed?  
Lyons Park Stormwater and Wastewater Improvements

4 Have you ever failed to complete work awarded to you? If yes, where and why?  
NO

5 List all work performed over the last year.

Project Name Lyons Park Stormwater and Wastewater Improvements

Owner's Name City of Pompano Beach

Owner's Address 1190 NE 3rd Ave, Building Division, Pompano Beach, FL 33060

Phone Number 954-786-4023

Nature of Work 66" RCP, 6X6 Box Culvert, 66" Boat Ramp & Outfall, 15"-60" RCP Drainage installation, Road, Swal, Sod.

Original Contract Completion Time (Days) 558

Original Contract Completion Date June 2023

Actual Final Contract Completion Date December 2023

Original Contract Price \$6,074,431.88

Actual Final Contract Price \$ 4,067,725.49

(Attach additional information as required)

6 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on a separate sheet)

Project Name Esquire Lake Stormwater Improvements

Owner's Name City of Pompano Beach

Owner's Address 1190 NE 3rd Ave, Building Division, Pompano Beach, FL 33060

Phone Number 954-786-4029

Nature of Work 48" RCP, Outfalls, 2,000 LF 48" RCP, 5,000 LF Exfil trench, Road Restoration, Swale Sod signage Striping

Original Contract Completion Time (Days) 286

Original Contract Completion Date January 19, 2020

Actual Final Contract Completion Date May 15, 2020

Original Contract Price \$2,829,223.34

Actual Final Contract Price \$2,829,216.91

7 The following are names of two (2) entities or corporations for which you have performed work of similar scope and value and to which you list as references, excluding the City of Pompano Beach.

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
City of Oakland Park	1101 NE 40th Ct Oakland Park, FL 33334	954-630-4441	Chris Lips
City of Plantation	400 NW 73rd Ave Plantation, FL 33317	954-414-7352	John Adams

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

Yes

9 Will your sub-contract any part of this work?  X  Yes   No

If yes, list all proposed Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that is proposed to the subcontractor and the proposed subcontractors prior to the execution of the Contract.

<u>CLASSIFICATION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR</u>
<u>Trucking</u>	<u>M.C. Dirt 2700 Glades Circle, Suite 119, Weston, FL 33327</u>
<u>Trucking, Aggregate</u>	<u>Stanford&amp;Sons Trucking Corp- 1081 NW 12th Terr, Pompano Beach, FL 33069</u>
<u>Sodding</u>	<u>Bell's Transportation Sod- 2836 5th St, Fort Lauderdale, FL 33312</u>
<u>Asphalt</u>	<u>Paxtor Gardens &amp; Design-4366 Minerva Dr, Lake Worth, FL 33463</u>

(Submit any additional Contractors to be used on a separate sheet.)

10 The following information shall be provided for this project:

- (a) Estimated total construction manhours 43,440
- (b) Percent manhours to be performed by Contractor's permanent staff 80%
- (c) Percent manhours to be performed by direct hire employees 10%
- (d) Percent manhours to be performed by Subcontractors 10%

11 The following question related to your equipment shall be submitted with your response:

(a) What equipment do you own that is available for the proposed work?

Please see equipment list attached

(b) What equipment will you rent for the proposed work?

None

(c) What equipment will you purchase for the proposed work?

None

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**CITY OF POMPANO BEACH  
BUSINESS TAX RECEIPT  
FISCAL YEAR: 2023 - 2024**

**Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024**

4476521  
DBF CONSTRUCTION LLC  
240 SW 12 AVE STE 2

8/30/2023

POMPANO BEACH FL 33069

**THIS IS NOT A BILL**

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

**BUSINESS OWNER:** DBF CONSTRUCTION LLC  
**BUSINESS LOCATION:** 240 SW 12 AV 2 POMPANO BEACH FL

<b>RECEIPT NO:</b>	<b>CLASSIFICATION</b>
24-00107773	ENGINEERING CONSTRUCTION (1A-4C)
24-00107774	CONTRACTOR GENERAL (GC)

**NOTICE:** A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

**BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30<sup>TH</sup> OF EACH YEAR**







**INVITATION TO  
BID P-16-24**

**NE 27th AVE and NE 16<sup>th</sup> ST Stormwater  
Improvements  
(State Revolving Fund)**


**OPENING: September 3, 2024, 2:00:00 P.M.**

**Virtual Zoom Meeting  
For access, go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

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 <p>Florida's Warmest Welcome</p>	<p>The City of Pompano Beach, Florida  <b>GENERAL SERVICES AND PROCUREMENT</b>          1190 NE 3 Avenue, Pompano Beach, FL 33060          Phone: 954.786.4098          Fax: 954.786.4168</p>		<p><b>INVITATION TO BID (ITB)</b></p>	
<p><b>DUE DATE:</b> Bids need to be submitted electronically using the eBid system on or before 2:00 p.m. Eastern Time (ET):  <b>9/3/2024</b></p>		<p>ITB NO.:  <b>ITB P-16-24</b></p>	<p>RELEASE DATE:  <b>8/8/2024</b></p>	<p>PURCHASING AGENT:  <b>Eric Seifer</b>  <b>954-786-4098</b></p>
<p>Check the Addenda for any revised opening dates before submitting your bid. <b>Bid(s) received after the date and time stated above shall not be considered for award.</b> Hand-delivered, Faxed, and/or emailed bids are not allowed and will not be considered for award.</p>		<p>BID TITLE:  <b>NE 27TH AVE AND NE 16TH ST STORMWATER IMPROVEMENTS          (STATE REVOLVING FUND)</b></p>		
<p align="center"><b>SECTION 1 – BIDDER ACKNOWLEDGEMENT</b>  <b>THIS MUST BE COMPLETED BY ALL BIDDERS.</b></p>				
<p><b>THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY, INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT WITH THE BID WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.</b></p>				
<p>Bidder's Name (Company):</p>		<p><b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below.</p>		
<p>"Doing Business As" (d/b/a), if applicable:</p>		<p><input type="checkbox"/> Check this box if the address is the same as stated on the left.</p>		
<p>Address:</p>		<p>Address:</p>		
<p>City:</p>		<p>City:</p>		
<p>State:</p>	<p>Zip:</p>	<p>State:</p>	<p>Zip:</p>	
<p>Federal Tax Identification Number:</p>		<p>Telephone Number:</p>		
<p><b>E-mail Address to Send Purchase Orders:</b></p>				
<p>I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. <b>Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted;</b> Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to City of Pompano Beach Board of Commissioners, Mayor or other elected official or offer contributions to Board of Commissioners Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the City of Pompano Beach. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by the General Services Procedures Manual. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate. <i>I agree that this bid cannot be withdrawn within 90 days from the date due.</i></p>		<p>_____  <b>Signature of Authorized Representative (Manual or Electronic)</b></p> <p>_____  <b>Name of Authorized Representative (Typed or Printed)</b></p> <p>_____  <b>Title</b></p> <p>_____  <b>Email of Authorized Representative</b></p>		

**SECTION 2 – CALENDAR**

Thursday, August 8, 2024	Release of ITB P-16-24.
Thursday, August 15, 2024 at 10:00 AM	Non-Mandatory Bidder's Conference General Services and Procurement Department.
Thursday, August 22, 2024	Vendor written questions are due on or before 5:00 p.m. through eBid system
Tuesday, September 3, 2024*	*Bids due on or before 2:00 p.m. ET Bid opening will be virtually through Zoom meetings and in person at General Services and Procurement 1190 NE 3 Avenue, Pompano Beach, FL 33060
TBD	Posting of Recommendation @ 3:00 PM on IonWave

*\* These are public meetings. The City of Pompano Beach, Florida, prohibits any policy or procedure that results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation.*

*Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the General Services and Procurement Department at 954-786-4098.*

### **SECTION 3. BID SPECIFICATIONS AND GENERAL INFORMATION**

The City of Pompano Beach (the “City”) will receive sealed bids for Invitation to Bid (ITB) **P-16-24, NE 27th AVE and NE 16<sup>th</sup> ST Stormwater Improvements** **until 2:00:00 p.m. (local), Tuesday, September 3<sup>rd</sup>, 2024.** Bids must be submitted electronically through the eBid System on or before the due date and time as specified herein. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

The bidder must be registered on the City’s eBid System in order to view the solicitation documents and respond to this ITB. The solicitation documents can be downloaded for free from the eBid System as a PDF at <https://pompanobeachfl.ionwave.net>.

The city is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. The bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

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## **SECTION 4. INTRODUCTION**

The project consists of furnishing all labor, equipment, tools, and materials for the construction of stormwater improvements. The work will include but not be limited to site preparation, earthwork, dewatering, drainage installation and improvements, roadway and driveway restoration, tree removal, landscape restoration, restoring existing irrigation systems, and pavement marking and signage. The NE 27th Ave and NE 16th St Stormwater Improvements are bounded by NE 22nd Court to the north, NE 16th Street to the south, NE 28th Terrace to the east, and NE 24<sup>th</sup> Avenue to the west. This project will include State Revolving Fund (SRF) requirements.

### **A. SPECIFICATIONS**

See “Attachment A – ITB P-16-24 Specs” and “Attachment B - ITB P-16-24 Supplementary Conditions” in the Attachments tab of the City’s eBid System.

### **B. DRAWINGS**

See “Attachment C - ITB P-16-24 Plans” in the Attachments tab of the City’s eBid System.

### **C. LINE ITEMS**

See “Attachment D – ITB P-16-24 Line Items” in the Attachments tab of the City’s eBid System. Prices are to be entered in the Line Items tab of the eBid System.

### **D. BIDDER’S RESPONSIVENESS AND RESPONSIBILITY**

The award of ITB shall be given to the lowest responsive and lowest responsible bidder. In determining the lowest responsive and lowest responsible Bidder and that purchase or contract that will best serve the interests of the City, the Commission, the City Manager, or the General Services Director, where applicable, shall consider various factors including, but not limited to, price and the following:

#### **1. Responsiveness:**

Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the bid shall be deemed non-responsive by the City and not considered for further review.

Bid must be submitted prior to the deadline provided in the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand-delivered to the City’s Purchasing Division. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. The City reserves the right, if it deems reasonable, during downtime of the eBid System to accept bids through alternate means. Bidders shall contact the Purchasing representative at 954-786- 4098 in such a case for special permission.

#### **2. Responsibility Documentation:**

**To demonstrate the Bidder’s responsibility, the Bidder must submit the information provided herein to the City. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.**

- a. Bonding: Each bid requires a cashier’s check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida,

33061, in an amount not less than five percent (5%) of the bid amount. The bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work.

The bid security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished (if required) contract security (if provided as a cashier's check or certified check), whereupon the bid security will be returned. If the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award, the City may annul the Notice of Award, and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until a completed contract has been executed, whereupon bid security furnished by such Bidders will be returned.

The executed Bid Bond, if provided, shall be issued by an entity with a registered agent in the State of Florida. This check or bond shall be retained by the City as liquidated damages should the Bidder refuse or fail to enter into a contract with the City for the execution of the work embraced in the bid in the event the bid of the Bidder is accepted.

- b. Prior Project Experience and References: Bidder must provide the following verifiable information with the bid at the time it is submitted.
  - i. Evidence that Bidder was the Prime Contractor on two (2) municipal projects completed (final completion) within the last six (6) years. Each project must be within the continental United States and must have been in the amount of three million dollars (\$3,000,000.00) or more and of similar complexity and scope.
 

Bidder must describe the following: 1) the project and the work actually completed by Bidder, 2) how the referenced project relates to this ITB, and 3) the amount paid to Bidder for the work completed; and
  - ii. At least one verifiable client reference for each project described previously. The bidder must provide the client's name, client phone number, and client e-mail address for each project. If the Bidder has done work for the City, the City may, at its discretion, rely on the City's past performance records or may contact references. The city will only attempt to contact each reference three times.
  - iii. If the Bidder fails to provide the previously described items, or if the City is unable to reach a reference after three (3) attempts, the City may deem the Bidder non-responsible.
  - iv. The City reserves the right, at its sole discretion, to deem a Bidder's response non-responsible and reject it if the references submitted do not conform to the above or the references are deemed unsatisfactory to the City.
- c. License Requirements - Be able to provide proof of licensure. (Such licensure must have been obtained prior to the date of Bid Submission.)

- d. Corporations and Partnerships - The City will review the Bidder's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations, based on the information provided in the Construction Bid Form.
- e. Have a satisfactory past and/or current performance record - based on the information gathered by the City regarding Bidder's performance on past or current contracts. The City shall rely on the contractor's periodic performance evaluations and any other reasonable and reliable sources within the City's organization and control from past and present City projects where applicable.
- f. Be financially solvent and have sufficient financial resources to perform the resulting Contract and shall provide proof thereof of its financial solvency. The City may, at its sole discretion, ask for additional proof of financial solvency, including additional documents post-bid opening and prior to award that demonstrated the Bidder's ability to perform the resulting contract and provide the required materials and/or services.
- g. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
- h. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the Bidder, suppliers, and Subcontractors are present.
- i. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, and financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

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## **SECTION 5. INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid directly to the City, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Awarded Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the ITB and the proposed Contract Documents (including all addenda issued prior to receipt of bids).

### **2. COPIES OF BIDDING DOCUMENTS**

- i. Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.
- ii. Complete sets of Bidding Documents must be used in preparing bids; the city assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- iii. The City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be called for in this document.

### **4. PUBLIC ENTITY CRIMES**

In accordance with Florida State Statute 287.133 (2)(a), 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **5. DRUG-FREE WORKPLACE**

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs.

## 6. ANTI-KICKBACK ACT

The Awarded Proposer must comply with the Copeland “Anti-Kickback Act” (19 U.S.C. Section 874), as supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3> ).

## 7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- i. It is the responsibility of each Bidder, before submitting a bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance, or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder’s observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.
- ii. Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.
- iii. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- iv. Before submitting a bid, each Bidder will, at Bidder’s own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- v. On request in advance, the city will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a bid. Bidder shall fill all holes, clean up, and restore the site to its former condition, or better, upon completion of such explorations.
- vi. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract Documents.
- vii. The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General

Conditions, that without exception, the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

## **8. INTERPRETATIONS AND ADDENDA**

- i. All questions must be submitted using the Questions feature in the eBid System.

All questions must be submitted by 5:00:00 p.m. at least fourteen (14) calendar days before the scheduled bid deadline. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

If any addendum is issued to this ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to review the Attachments tab of the City's eBid System to determine if any addendum was issued and to make such addendum a part of its bid. The addendum will be posted in the eBid System.

- ii. An addendum may also be issued to modify the ITB Documents as deemed advisable by the City.

## **9. BID SECURITY**

- i. Each bid must be accompanied by Bid Security made payable to the City in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified check, cashier's check, or a Bid Bond issued by a surety meeting the requirements stated herein. Bidder shall upload a copy of its Bid Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the Contract and before the commencement of any work.
- ii. The Bid Security of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security (if provided as a cashier's check or bank officer's check), whereupon the Bid Security will be returned. If the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award, the City may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until a completed contract has been issued, whereupon Bid Security furnished by such Bidders will be returned.
- iii. The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the Bidder refuse or fail to enter into a contract with the payee for the execution of the work embraced in the bid in the event the bid of the Bidder is accepted.



## 10. CONTRACT TIME

The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Attributes Tab of the City's eBid System.

## 11. LIQUIDATED DAMAGES

- i. Provisions for liquidated damages, if any, are set forth in the Contract.
- ii. All Bidders must state in the Line Items the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions section of this ITB.

## 12. SUBSTITUTE OR "AS-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications ~~without~~ **WITH** consideration of possible substitute or "as-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "as-equal" item of material or equipment may be furnished or used by Awarded Bidder/Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the effective date of the Contract.

## 13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

- i. Each bid must identify the names and addresses of Subcontractors, Suppliers, and other persons and organizations, including those who are to furnish the principal items of material and equipment listed in the Line Items section. If requested, the Apparent Low Bidder, and any other Bidder so requested, shall within seven (7) days after the ITB opening, submit to the City a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work for which such identification is required. Such a list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, other persons, or organization if requested by the City. If the City, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may, before the Notice of Award is given, request the Apparent Low Bidder to submit an acceptable substitute without an increase in Bid Price. If the Apparent Low Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City subject to revocation of each acceptance after the Effective Date of Contract.
- ii. In contracts where the Contract Price is on the basis of Cost-of-the work Plus a fee, the Apparent Low Bidder, prior to the Notice of Award, shall identify in writing to the City those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with the City's written consent.

- iii. No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom the Contractor has reasonable objection.

#### **14. BIDDER ACKNOWLEDGEMENT (see Section 1)**

- i. The Bidder Acknowledgement is included with this ITB.
- ii. All requested information on the Bidder Acknowledgement is to be provided electronically using the City's eBid System.
- iii. In case of a discrepancy between unit prices and totals, unit prices will prevail.

#### **15. SUBMISSION OF BIDS**

- i. Bids shall be submitted electronically using the City's eBid System on or before the due date and time specified herein.
- ii. More than one bid received for the same work from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the bids of participants in such collusion will not be considered.
- iii. Bid tabulations will be posted for the bid in the City's eBid System. Bid results **will not** be read to you over the phone.

#### **16. MODIFICATION AND WITHDRAWAL OF BIDS**

- i. Bids may be modified or withdrawn at any time prior to the set date and time of the opening of bids by using the "Retract" feature of the City's eBid System.
- ii. After bids are opened, and a contractor defaults on a City Contract, the Contractor may be banned from doing business with the City for a period of thirty-six (36) months from the date of default.

#### **17. OPENING OF BIDS**

A list of Bidders will be read aloud in a public forum. Bidder pricing will be made public only when tabulation is posted. An abstract of the amounts of the base bids and major alternates (if any) will not be made available to bidders until the tabulation is posted.

#### **18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- i. All bids will remain subject to acceptance for one hundred and twenty (120) days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.
- ii. Extensions of time when bids shall remain open beyond the one hundred and twenty (120) day period may be made only by mutual agreement between the city, the Awarded Bidder, and the surety, if any, for the Awarded Bidder.



## 19. AWARD OF CONTRACT

- i. The City reserves the right to reject any and all bids, to waive any and all informalities not involving price, time, and changes in the work and to negotiate Contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, the City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum, therefore, will be resolved in favor of the correct sum.
- ii. In evaluating bids, the city will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the ITB form or prior to the Notice of Award.
- iii. The City may consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The city also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- iv. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of Bidders, Proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Bidding Documents to the City's satisfaction within the prescribed time.
- v. The Awarded Bidder will receive an automatically generated notice from the eBid System.
- vi. City reserves the right to postpone the award of the Contract for a period of time which shall not exceed one hundred twenty (120) days from the Bid opening date. City may, at its sole discretion, release any bid and return the Bid Security prior to that date. City also reserves the right to ask for additional postponement time, which the Bidder may provide written binding acceptance. An email to the purchasing representative from an authorized agent of the Bidder shall be considered a written binding acceptance of the postponement time.
- vii. The Awarded Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All Bid Bonds, Contract Bonds, Insurance Contracts, and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Bid Bonds, Performance, and Payment Bonds are required. Performance and Payment Bonds must be recorded with Broward County.**

**Insurance is required for all bids.**

- viii. In order to perform public work, the Awarded Bidder shall, as applicable, hold or obtain such Contractor and Business Licenses as required by state statutes.
- ix. Before the Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the Apparent Low Bidder to perform the size and type of work specified under the Contract Documents and to postpone the award of the Contract for a period of time which, however, shall not exceed one hundred and twenty (120) days from the bid opening date.
- x. All Bid Bonds, Contract Bonds, Insurance Contracts, and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Insurance is required for all bids.**

## **20. CONTRACT SECURITY**

When the Awarded Bidder delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds.

## **21. SIGNING OF CONTRACT**

When the City gives a Notice of Award to the Awarded Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract, along with all other written Contract Documents attached. Within ten (10) days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to the Contractor. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

## **22. TAXES**

The Contractor shall pay all applicable sales, consumer, use, and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

## **23. NOTICE TO CONTRACTOR**

Pursuant to Chapter 8 CFR 274a.2” (see link) <https://www.govinfo.gov/content/pkg/CFR-2017-title8-vol1/pdf/CFR-2017-title8-vol1-sec274a-2.pdf>, the employment of unauthorized aliens by any Contractor is considered a violation of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Contract.

## 24. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, or physical or mental disability in the operations conducted under the Contract. Included as applicable activities by the Contractor under this section are the ITB for, or purchase of, goods or services or the subcontracting of work in performance of the Contract.

## 25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List," which are delivered from the Contract resulting from this ITB, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- i. The chemical name and the common name of the toxic substance.
- ii. The hazards or other risks in the use of toxic substances, including:
  1. The potential for fire, explosion, corrosiveness, and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions that are generally recognized as being aggravated by exposure to the toxic substance and
  3. The primary routes of entry and symptoms of overexposure.
- iii. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure.
- iv. The emergency procedure for spills, fire disposal, and first aid.
- v. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- vi. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Chapter 442 of Florida Statutes should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

**ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH O.S.H.A. STANDARDS.**

## **26. WASTE REMOVAL SERVICES**

The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted Coastal Waste & Recycling, Inc. the sole and exclusive right, franchise, license, and privilege to provide non-hazardous solid waste collection, removal, and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The Awarded Bidder/Contractor shall coordinate with Coastal Waste & Recycling, Inc. regarding the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services, including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source source-separated recovered Materials as defined in Section 403.703, Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

**Coastal Waste & Recycling, Inc.  
1840 NW 33<sup>rd</sup>. Street  
Pompano Beach, FL 33064  
Phone: (954) 947-4000**

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## 27. PERMITS AND FEES

The Contractor awarded the project, which is the scope of this ITB, shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method, which is indicated.

Fees cannot be waived and must be collected by the city from the Contractor. Contact the City Department indicated for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within the City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions, and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon the size of a meter (only applies if Contractor is responsible for water bills during the period between meter installation and City acceptance of the project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

## 28. LOCAL BUSINESS PROGRAM

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. The City of Pompano Beach is **strongly committed** to ensuring the participation of City of Pompano Beach Businesses as Contractors and subcontractors for the procurement of goods and services, including labor, materials, and equipment.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! Section.

**Please note that while no goals have been established for this ITB, the City encourages Local Business participation in *all* of its procurements.**

## 29. PROJECT WEB REQUIREMENTS

- a. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool that will allow all project team members continuous access through the Internet to important project data as well as up-to-the-minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the city will use to manage all project documents, communications, and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor, and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all Consultants selected to provide services for the City of Pompano Beach.

- b. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants.** No additional software will be required.

Lead Consultant and Sub-Consultants shall be responsible for logging in to the project website on a daily basis and, as necessary, being kept fully apprised of project developments and required action items. These may include but are not limited to Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data, including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, material safety data sheets, Substitution Requests, and the like, will be submitted in digital format via e-Builder Enterprise™.



### 30. BIDDER ACKNOWLEDGEMENT

- a. The Bidder submits and agrees, if this bid is accepted, to enter into a Contract with the City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.
- b. Bidder accepts all of the terms and conditions of the ITB and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for one hundred twenty (120) days after the Bid Opening. Bidder will sign and submit the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the date of City's Notice of Award.
- c. In submitting this bid, Bidder represents, as more fully set forth in the Contract, that:
  - i. Bidder has examined copies of all the ITB documents and the addendum/addenda.
  - ii. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
  - iii. Bidder has studied carefully all reports and drawings of physical conditions that are identified in the ITB.
  - iv. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies [in addition to or to supplement those referred to in (C) above], which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - v. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said site are or will be required by Bidder in order to perform and furnish the work at Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Documents.
  - vi. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - vii. Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to Bidder.

- viii. This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
- d. Bidder agrees that the construction of the Project will be substantially complete within the calendar days after the date when the Contract Time commences to run as provided in the General Conditions of this ITB document, and completed and ready for final payment within calendar days after the date when the Contract Time commences to run.
- Bidder accepts the provisions of the Contract as liquidated damages in the event of failure to complete the work on time.
- e. Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
- f. Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment, and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.
- g. The Bid Line-item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, the disposal of all excess materials, and the final cleaning up of the work.
- h. At the preconstruction conference, the Bidder shall submit a complete detailed schedule of shop drawing submittals, which will show lead time for the following:
- Date of planned submittal.
  - Date of anticipated receipt of review (usually three weeks after submittal).
  - Delivery lead time.
  - Anticipated installation date.

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## **ATTACHMENTS**

**THE REQUESTED ATTACHMENTS BELOW ARE ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

**ATTACHMENT A.****QUALIFICATION OF BIDDERS**

**COMPLETE THE QUALIFICATIONS OF BIDDERS – CONSTRUCTION FORM IN THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND UPLOAD THE COMPLETED FORM TO THE RESPONSE ATTACHMENTS TAB FOR THE BID IN THE EBID SYSTEM**

To demonstrate qualifications to perform the Work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of the Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

1 How many years has your organization been in business as a General Contractor?

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2 State of Florida Contractor's License # \_\_\_\_\_

Broward County Certificate of Competency #: \_\_\_\_\_

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

3 What is the last project of this nature that you have completed?

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4 Have you ever failed to complete work awarded to you? If yes, where and why?

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5 List all work performed over the last year.

Project Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

---

Phone Number \_\_\_\_\_

Nature of Work \_\_\_\_\_

Original Contract Completion Time (Days) \_\_\_\_\_

Original Contract Completion Date \_\_\_\_\_

Actual Final Contract Completion Date \_\_\_\_\_

Original Contract Price \_\_\_\_\_

Actual Final Contract Price \_\_\_\_\_

(Attach additional information as required)

6 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on a separate sheet)

Project Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Nature of Work \_\_\_\_\_

Original Contract Completion Time (Days) \_\_\_\_\_

Original Contract Completion Date \_\_\_\_\_

Actual Final Contract Completion Date \_\_\_\_\_

Original Contract Price \_\_\_\_\_

Actual Final Contract Price \_\_\_\_\_

7 The following are names of two (2) entities or corporations for which you have performed work of similar scope and value and to which you list as references, excluding the City of Pompano Beach.

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

9 Will your sub-contract any part of this work? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, list all proposed Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that is proposed to the subcontractor and the proposed subcontractors prior to the execution of the Contract.

CLASSIFICATION  
OF WORK

NAME AND ADDRESS  
OF SUBCONTRACTOR

_____	_____
_____	_____
_____	_____
_____	_____

(Submit any additional Contractors to be used on a separate sheet.)

10 The following information shall be provided for this project:

(a) Estimated total construction manhours \_\_\_\_\_

(b) Percent manhours to be performed by Contractor's permanent staff \_\_\_\_\_

(c) Percent manhours to be performed by direct hire employees \_\_\_\_\_

(d) Percent manhours to be performed by Subcontractors \_\_\_\_\_

11 The following question related to your equipment shall be submitted with your response:

(a) What equipment do you own that is available for the proposed work?

\_\_\_\_\_

\_\_\_\_\_

(b) What equipment will you rent for the proposed work?

\_\_\_\_\_

\_\_\_\_\_

(c) What equipment will you purchase for the proposed work?

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**ATTACHMENT B.****CONFLICT OF INTEREST**

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a city employee is also associated with your business) or "No." If the answer is "Yes," you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

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**ATTACHMENT C.****VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Bidder Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Bidder, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

I Certify

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**ATTACHMENT D****PROJECT COMPLETION****Substantial Project Completion**

Provide the number of calendar days that the construction of the Project will be substantially complete after the date when the Contract Time commences to run as provided in the general conditions.

\_\_\_\_\_

**Final Project Completion**

Provide the number of calendar days after the substantial completion date that the construction of the Project will be completed and ready for final payment.

\_\_\_\_\_

**Total Project Completion**

Enter the sum of calendar days for the substantial and final project completion.

\_\_\_\_\_

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**ATTACHMENT E****DRUG-FREE WORKPLACE**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community by an employee who is so convicted.
- (6) Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign this statement, I certify that his firm complies with the above requirements.

---

CONTRACTOR'S SIGNATURE, CONTRACTOR'S PRINTED NAME

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

**ATTACHMENT F****CONSTRUCTION AGREEMENT No. \_\_\_\_\_**

THIS AGREEMENT is dated by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and \$company\_name (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

The project consists of the furnishing of all labor, equipment, and materials for: \_\_\_\_\_

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name) \$solicitation\_number.

**Article 2. ENGINEER**

The Project has been designed by \_\_\_\_\_ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME**

The Work will be substantially completed within \_\_\_\_\_ days from the date the Contract Time commences to run as provided in the EXHIBIT "B" GENERAL CONDITIONS and completed and ready for final payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS within \_\_\_\_\_ days from the date the Contract Time commences to run.

**Article 4. PRECONSTRUCTION PHASE REQUIREMENTS**

The contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the OWNER's General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until the Contractor submits all required documents to the OWNER and after the execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. The contractor shall have ten (10) days after receipt of signed and sealed contract drawings from the consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees, as may be provided in the Contract Documents, the Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

## Article 5. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER three hundred and 00/100 (\$300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

## Article 6. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The total sum of the work shall not exceed [written amount] dollars (\$contract\_amount). See BID PROPOSAL attached for line-item pricing.

## Article 7. PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

7.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the EXHIBIT "B" GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

## **Article 8. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions that are identified in the bid and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by the CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to the utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

## **Article 9. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

**Exhibit "A"** – Invitation for Bid (IFB), including, but not limited to, original IFB, general conditions, specifications, drawings, exhibits to the IFB, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR, including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the IFB and this Agreement

**Exhibit "B"** – EXHIBIT "B" GENERAL CONDITIONS

**Exhibit "C"** – Supplementary Conditions

This Agreement and the exhibits listed above, including any approved amendments to the Agreement, comprise the entirety of the Contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in Exhibit "B", General Conditions.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

- |  |  |
|--|--|
| a) <del>This Agreement</del>                               | a) <b>Exhibit "A", IFB, addenda, and documentation</b> |
| b) <del>Exhibit "B", General Conditions</del>              | b) <b>This Agreement</b>                               |
| c) <del>Exhibit "C", Supplementary Conditions</del>        | c) <b>Exhibit "B", General Conditions</b>              |
| d) <del>Exhibit "A", IFB, addenda, and documentation</del> | d) <b>Exhibit "C", Supplementary Conditions</b>        |

## **Article 10. MISCELLANEOUS**

10.1 Terms used in this Agreement, which are defined in the EXHIBIT "B" GENERAL CONDITIONS, will have the meanings indicated in the EXHIBIT "B" GENERAL CONDITIONS.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Project Web Requirements:

- a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications, and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors that require access to the software.
- b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors.** No additional software will be required.
- c. CONTRACTOR shall have the responsibility for logging in to the project website on a daily basis and, as necessary, to be kept fully apprised of project developments and required action items. These may include but are not limited to Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data, including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests, and the like, will be submitted in digital format via the Software.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)



**“CONTRACTOR”**

Witnesses:

\$company\_name

\_\_\_\_\_

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

AUTHORIZED SIGNER, POSITION

(Print or Type Name)

\_\_\_\_\_

(Print or Type Name)

STATE OF \$state\_of\_incorporation

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by AUTHORIZED SIGNER as \_\_\_\_\_ of \$company\_name, a \$state\_of\_incorporation corporation on behalf of the corporation OR a \$state\_of\_incorporation limited liability company OR a foreign corporation authorized to do business in Florida. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \$state\_of\_incorporation\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)\_\_\_\_\_  
Commission Number

## Exhibit B General Conditions

### ARTICLE 1. DEFINITIONS.

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract and all documents as defined in Article 9., "CONTRACT DOCUMENTS", of the Construction Agreement.
- 1.02 **The Owner, the Contractor, and the Project Consultant** are those mentioned as such in the Contract Documents.
- 1.02.01 **Owner:** The City of Pompano Beach, Florida (also referred to as the "City").
- 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm, or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers, or other design professionals who have entered into a contract with the Owner to provide professional services for the development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.
- 1.04 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction over the Work, have inspected, approved, and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "Inspector," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
- 1.06.01 **Resident Inspector:** An employee or sub-consultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm, or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion and liquidated damages. A Phase may be designated for completion by the Owner's own forces or by Other Contractors.
- 1.10 **The Project:** The total construction of the Work performed under the Contract Documents may be the whole or a part and may include construction by the Owner or by separate contractors.
- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a material man or laborer who enters into a Contract with the Contractor for the performance of any part of the Contractor's Work. The term "Subcontractor" is referred to

- throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** These are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts," surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion, as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event that the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers, or other design professionals who have entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultant's agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor presents on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended if delivered at or sent by certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

## ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor, and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed, the work shall conform to the requirements of the contract documents, be completely ready for occupancy, and finally be completed.
- 2.03 The Contractor represents and warrants to the Owner that:
- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

- 2.03.03 It is able to provide the labor, materials, equipment, and machinery necessary to complete the Work for the agreed-upon price;
- 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract and is legally permitted to perform all the work set forth in this Construction Contract.
- 2.03.05 It has visited the job site and examined its nature and location, including without limitation the surface conditions of the site and any structure or obstruction, both natural or man-made; the surface water conditions and waterways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
- 2.03.06 It will comply with all federal, state, and local governmental laws, rules, and regulations relating to its responsibilities as set forth in the Contract Documents.

### **ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.**

- 3.01 The Contractor represents that:
  - 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications, and other Contract Documents, including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering, and plumbing elements, and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
  - 3.01.02 All construction materials, labor, methods, means, techniques, sequences, and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors, and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
  - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work, and all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
  - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques, and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error, or omission in the Contract Documents, then it shall immediately notify the Project Consultant and Owner prior to proceeding with the specific portion of the Work.

### **ARTICLE 4. INTENT AND INTERPRETATION.**

- 4.01 With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
  - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error, or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
  - 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
  - 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services, and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawings, specifications, and other Contract Documents in this regard.
  - 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.

- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on the written request of either the Owner or the Contractor and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of an interpreter, the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor and shall not show partiality to either.

#### **ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS THAT MAKE UP THE CONTRACT**

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material, or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created, or provided by the Project Consultant, Contractor, Subcontractor, or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to the Owner upon demand by the Owner. In the event the Contractor fails to provide the same to the Owner as demanded, the Contractor acknowledges that the Owner will need the same and will be irreparably harmed and subject to an injunction to provide the same.

#### **ARTICLE 6. TEMPORARY UTILITIES.**

- 6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities and Sewers:
- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc., which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

**ARTICLE 7. PROGRESS.**

- 7.01 The Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis, as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify the Contractor, who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period, as determined by the Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by the Owner nor the Owner's failure to issue such notice shall relieve the Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
- 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, and suppliers and assess all costs, expenses, or fees for same against contractors and/or
- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

**ARTICLE 8. EXPEDITING**

- 8.01 The Work, equipment, and material provided under this Contract may be subject to expediting by the Owner.

- 8.02 The Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by the Owner, the Contractor shall supply schedules and progress reports for the Owner's use in expediting, and the Contractor shall cooperate with the Owner and require the Subcontractors to cooperate with the Owner in such expediting.
- 8.04 Any expediting performance by the Owner shall not relieve the Contractor of its sole and primary responsibility for the timeliness of delivery of the equipment and material to be provided under the Contract Document.

## **ARTICLE 9. COMPLETION**

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure or involving a multiphase project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for the remaining retainage.

## **ARTICLE 10. CONTRACT PAYMENTS**

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.



- 10.01.03 The Schedule of values shall be presented with such detail and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. The contractor's failure to comply with this provision shall be grounds for the Owner to terminate the Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days, review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
  - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owed to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be paid in a timely manner.
- 10.02.09 The Contractor may submit a corrected Application for Payment, which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.

- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represents that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall, within five (5) days' pay all subcontractors, materialmen, laborers, and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship, nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

## **ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR**

- 11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.
- 11.02 If the City pays the retainage amount upon the Contractor's request, which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay, and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until the Project Consultant or Owner determines that the Work is back on schedule. By making said funds available to the Contractor, the Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;

- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen, or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by the Owner, including but not limited to schedules and daily logs.

#### **ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.**

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

#### **ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.**

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site and any required survey.

#### **ARTICLE 14. LICENSES AND PERMITS.**

- 14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor unless expressly provided for elsewhere in the Contract Documents.
- 14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

#### **ARTICLE 15. CEASE AND DESIST ORDER.**

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

- 15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

**ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.**

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:
- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings and Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals, including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during the performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash, and excess materials or equipment. In the event the Project is located at or near occupied facilities, then the Owner may establish additional rules and regulations regarding conditions at the Project, including but not limited to keeping the Project and the occupied premises clean, safe, and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

#### **ARTICLE 17. SUBCONTRACTS.**

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. The contractor shall not replace the Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
  - 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
  - 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
  - 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
  - 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application for Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor, and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to the Owner. In addition, each Subcontractor and supplier must warrant all of its Work, equipment, materials, and labor to the Owner in accordance with the terms and provisions of its contractual obligations to the Contractor and any legal or statutory provisions that apply to its work, materials, or equipment.
- 17.07 The Owner may, at its discretion, require the Contractor to have major sub-subcontractors or suppliers comply with the requirements of Article 16 or other provisions of the Contract Documents.

**ARTICLE 18. CONTRACTOR'S SUPERINTENDENT**

- 18.01 Before starting the Work, the Contractor shall designate an English-speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions, and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

**ARTICLE 19. COOPERATION WITH OTHERS.**

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and the Contractor's work may be interfered with as a result of such concurrent activities. The contractor shall fully cooperate with the Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties, and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive the Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

**ARTICLE 20. SITE CONDITIONS.**

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of the Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or costs of successfully performing the Work.
- 20.03 The contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work, the Contractor encounters an underground utility facility that was not shown on the Contract Documents or subsurface or concealed conditions at the Project site that differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the



character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. The project Consultant and Owner shall, within two (2) business days after receipt of the Contractor's written notice, investigate the site conditions identified by the Contractor. If, in the sole opinion of the Project Consultant, the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If the Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to the Project Consultant for determination. Should the Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, the Project Consultant shall so notify the Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties here. No request by the Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless the Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Consultant as the date of substantial completion.

#### **ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.**

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions that involve risk of a loss, theft, or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for the discovery, determination, and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 The Contractor shall cooperate with the Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by the Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above-noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall provide these reports to Owner in a timely manner.

#### **ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.**

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole, and unblemished condition.



**ARTICLE 23. ADMINISTRATION OF THE CONTRACT.**

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions, and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors, or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work that does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments, which the Owner must subsequently approve prior to the Contractor's payment.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities, and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida, and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.
- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit of the contract.

**ARTICLE 24. MATERIALS.**

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.

- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make a written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, the Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

## **ARTICLE 25. STORED MATERIALS.**

- 25.01 The Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 The Contractor is not entitled to payment for same except for those materials which, in the Owner's discretion, are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet the Owner's approval and shall be in accordance with the manufacturer's recommendations, or the Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 The owner may, at its discretion, require material to be stored in an air-conditioned location.
- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
  - 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line-item value.
  - 25.02.02 Evidence that proper storage security is provided.
  - 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
  - 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, the Contractor releases the Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including the Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 25.07 In the event stored materials that the Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

#### **ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.**

- 26.01 All material and equipment provided and work performed shall be properly inspected by the Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations, or quality audit by the Owner, Project Consultant, and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, and Inspectors for any governmental agency, authority, or board.
- 26.01.03 The Owner also reserves the right to designate others, such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc., to conduct inspections during or subsequent to the Work as the Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment, or workmanship is determined by the Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, the Contractor shall, at its own expense, immediately remove, replace, or correct such defective material, equipment, or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment, or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation, or quality audit nor to discover defective workmanship, materials, or equipment shall prejudice the rights of the Owner to correct or reject the same as hereinafter provided.

**ARTICLE 27. WARRANTY.**

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials, and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages resulting from the Contractor's breach of any warranties, then the Contractor will be responsible for same.

**ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.**

- 28.01 The Contractor shall provide, at the Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner-designated personnel.

**ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.**

- 29.01 A marked-up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the job site at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

**ARTICLE 30. SALVAGE.**

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling, or altering any existing facilities on this site shall be the property of the Owner, and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

**ARTICLE 31. CLAIMS BY THE CONTRACTOR.**

- 31.01 Although the Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between the Owner and Contractor, in the event the Contractor is entitled to assert any other claim against the Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:
- 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim, the Contractor shall strictly comply with the notice requirements above, and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to the direct cost of labor and materials incurred by the Contractor at the job site and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including, but not limited to, subcontractors, suppliers, laborers, etc.

**ARTICLE 32. CHANGE ORDERS.**

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra work or changes which alter the Contract by adding to or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
  - b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost-Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct job site overhead and profit, but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, the Contractor shall be given a reasonable time based upon the scope of Work required by the change.

- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent, or approval are required by the Owner, the Project Consultant, the Contractor's surety, or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order, and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor, which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 32.02.08 The value of any change ordered under the Contract for Extra Work and/or any reductions in Work required shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include the Contractor's overhead and profit.
  - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non-job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. The percentage for overhead and profit shall be determined in accordance with the method listed for **COST PLUS PRICE**, subparagraph (c.) below.
  - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

#### **OVERHEAD AND PROFIT:**

JOB SITE OVERHEAD, including supervision and the furnishing, use, and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others), shall be considered to be just and fully compensated for by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non-job site overhead, expenses, or costs.

PROFIT may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below) and labor costs (as defined under



Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non-job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. BOND ALLOWANCE: for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor, and equipment rentals may include the following only:

- a. Material costs are actually recorded by the Contractor and/or subcontractors as they are delivered to the site, as evidenced by originally receipted invoices listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to complete the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use, and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power-driven rollers, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economic performance of the Work at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances, the Owner, City Engineer, or Project Consultant will issue a Construction Change Directive to the Contractor providing for the scope of work to be performed and the payment, therefore, based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner, and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida, under its General Services Manual, the rules of which are incorporated below:

- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
- B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
- C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.



**ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.**

- 33.01 In the event that the Contractor covers, conceals, or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 33.02 If any of the work is covered, concealed, or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time, correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections, and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.
- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at the Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.**

- 34.01 The Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The contractor shall continuously and diligently inspect all Work, material, and equipment to discover any conditions that might involve such risks and shall be solely responsible for the discovery and correction of any such conditions.
- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean, and sanitary condition at all times.
- 34.06 The contractor shall assure that all Subcontractors shall, without expense to the Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
- 34.08.01 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

- 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or when it has been rendered harmless by written agreement of the Owner, Contractor, and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury, or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
  - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
  - b. The Contractor shall prominently post and maintain on the job site:
    - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
    - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer," whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
  - b. Hold weekly safety meetings with employees and subcontractors.
  - c. Implementing OSHA Voluntary Protection Programs.
  - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on-site at all times.
  - e. Compliance with the Drug-Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
  - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
  - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment, and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane-force winds as defined by applicable codes but not less than a 120-mile-per-hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

#### **ARTICLE 35. ROYALTIES AND PATENTS.**

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against the Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. The contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Owner or its representatives, provided that the Owner or its representatives shall have notified the Contractor upon becoming aware of such claims or actions and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials, and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications, if any.

#### **ARTICLE 36. TAXES.**

- 36.01 Contractor shall pay all taxes, levies, duties, and assessments of every nature which may be applicable to any Work under this Contract.
- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. The contractor shall make any and all payroll deductions as required by law.
- 36.03 The Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

**ARTICLE 37. INDEMNITY AND HOLD HARMLESS.**

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its officers, its officials, its agents, and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees, or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors," deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and, pursuant to Florida Statute 725.06, be incorporated by reference into any and all Bid Documentation or Specifications.

**ARTICLE 38. TERMINATION BY THE CONTRACTOR.**

- 38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

**ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.**

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
- 39.02.02 Preserving and protecting Work in place;
- 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
- 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

**ARTICLE 40. TERMINATION BY THE OWNER.**

- 40.01 The Owner may, at the Owner's option, for any reason and at any time, terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to the Contractor 7 days before it becomes effective.

- 40.02.01 The Contractor shall incur no further obligations in connection with the Work, and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title, and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor, and the Contractor waives any and all rights for compensation based upon the termination.
  - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
  - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
    1. Contract prices for labor, materials, equipment, and other services accepted under this Contract;
    2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job site overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
    3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
    4. The total sum to be paid by the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the number of payments otherwise made, and shall in no event include duplication of payment.
- 40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:
- 40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel, or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.
- 40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

- 40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages, or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event that the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph, and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience, and the terms of Article 40.02 shall apply.

#### **ARTICLE 41. CONTRACTOR'S INSURANCE**

- 41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to the commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that the Contractor or its insurer provide any other documentation regarding insurance to the Owner, including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, the Contractor is obligated to immediately notify the Owner of the same and obtain policy(s) in accordance with the Contract Documents.
- 41.02 Contractor shall comply with any and all insurance obligations required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance, including contractual and indemnification liability covering this Contract and Products/Completed Operations. Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 for each occurrence and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry the Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by the Contractor involves the removal and disposal of asbestos-related materials, the Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured and shall remain in full force and effect for two (2) years following the Contractor's completion of the work.
- 41.05 The Contractor shall carry at no additional expense to the Owner Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant and one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.



- 41.08 The Owner is not maintaining any insurance on behalf of the Contractor covering against loss or damage to the Work or to any other property of the Contractor. In the event the Contractor maintains insurance against physical loss or damage to the Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of the Owner.
- 41.09 The requirements contained herein as to types and limits, as well as the Owner's approval of insurance coverage to be maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- 41.10 The policies of such insurance in force shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the Work and for a period of one year after final completion.
- 41.11 Uninsured Claims. If any action by any person, firm, or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage, or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner, in its sole discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

#### **ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND**

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

#### **ARTICLE 43. RIGHT TO AUDIT PROVISIONS**

- 43.01 Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations, and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until five years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with this article. The owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.



- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts that include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

#### **ARTICLE 44. LAWS AND REGULATIONS**

- 44.01 Contractor and its employees and representative shall, at all times, comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances, or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by the Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at the Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order, or decree, the Contractor shall, within fifteen (15) days of discovery of the same, report the same in writing to the Owner, who will issue such instructions as may be necessary.

#### **ARTICLE 45. DISPUTE RESOLUTION.**

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

#### **ARTICLE 46. GOVERNING LAW AND ATTORNEYS' FEES.**

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms, all litigation and appeals shall have a venue in Broward County, Florida, or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

#### **ARTICLE 47. RIGHTS AND REMEDIES.**

- 47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

**ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.**

- 48.01 The Owner and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of the contract or its right, title, and interest in and to the same or any part thereof without the previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by the Owner, the Contractor agrees to assign all Subcontracts required for the performance of this Contract to the Owner upon the Owner or Project Consultant's determination that the Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases, and purchase orders a provision requiring the subcontractor, equipment lessor, or supplier, in the event of the Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

**ARTICLE 49. PUBLIC RECORDS.**

- 49.01 A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the city in order to perform the service;
  - b. Upon request from the City's custodian of public records, provide the City with a copy of 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 or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
  - d. 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 the contract if the Contractor does not transfer the records to the City; and
  - e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- 49.02 The failure of the Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

**PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK**

**100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

## **ATTACHMENT G**

### **PROJECT RECORD DOCUMENTS**

#### **PART 1 GENERAL**

##### **1.01 THE REQUIREMENT**

A. The Contractor shall at all times maintain at the site of the project a record copy of the following:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract.
5. Approved Shop Drawings, Product Data and Samples.
6. Field Test Records.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

1. All applicable sections of the Specifications.
2. General Conditions.

##### **1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

1. Store documents and samples in the Contractor's field office apart from documents used for construction.
  1. Provide files and racks for storage of documents.
  2. Provide a locked cabinet or secure storage space for the storage of samples.
2. File documents and samples in accordance with Construction Specifications Institute (CSI) format.
3. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
4. Make documents and samples available at all times for inspection by the City's Representatives.

##### **1.04 MARKING DEVICES**

- A. Provide felt tip marking pens for recording information in the color code designated by the Project Manager.

## 1.05 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the Contractor.

1. The Contractor shall label each document "Project Record" in neat, large printed letters or by rubber stamp.
2. Record information concurrently with construction progress. Do not conceal any work until the required information is recorded.
3. Drawings: Legibly mark to record actual construction:
  1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  3. Field changes of dimension and detail.
  4. Changes made by Field Order or by Change Order.
  5. Details not on original Contract Drawings.
  6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views but required for Profile Views.
4. Specifications and Addenda: Legibly mark each Section to record:
  1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  2. Changes made by field order or by Change Order.

## 1.06 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawings submitted by a Contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract.

1. The Contractor shall maintain a full-size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the Contractor shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical,

paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the Consultant will furnish one set of full-size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the Contractor on compact disk or any other electronic means.

Definition: Design drawings or construction drawings are subject to clarifications but are complete with enough information (plan, sections, dimensions, details, notes, etc.) to enable the depicted item's construction or replication without additional information.

2. At a minimum the project record shall be reviewed on the 20<sup>th</sup> working day of every third month, or more often, as deemed necessary by Project Manager, after the month in which the final Notice-to Proceed is given as well as on completion of work. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
3. The project record shall be accessible to the City at all times during the construction period.
4. The cost of maintaining record changes and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the work, the Contractor shall furnish the Project Manager the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011, or a more recent version OR GIS) Pay request quantities must match this same set of record drawings. The completed Record drawings shall be delivered to the Program Manager at least forty-eight (48) hours prior to the final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the Project Manager.
5. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, and a registered and licensed Landscape Architect registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature, and date on each sheet of the drawing set. In addition, the key sheet, cover sheet, or first sheet of the plans set shall list the business address and telephone number of all professional discipline officials.
6. Representative items of work that should be shown on the record drawings as verified, changed, or added are shown below:
  1. All deviations from the conditions shown in the Construction Documents, including Change Orders, Field Orders, and other varying conditions.

2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water, or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a two-inch (2") gas main crosses over the top of a six-inch (6") potable water main, the bottom elevation of the gas main shall be noted, and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.
3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated in Record Drawing Plans.
4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 (<https://www.flrules.org/gateway/Division.asp?DivID=269>) of the Florida Administrative Code.

**NOTE:** For technical information on AutoCAD and GIS, please refer to the "Electronic As-Built Requirements" located on the City Engineering Website:

[https://cdn.pompanobeachfl.gov/city/pages/engineering/downloadslinks/06\\_Digital%20Record%20Drawing%20Standards%20and%20Requirements%20\(2019\).pdf](https://cdn.pompanobeachfl.gov/city/pages/engineering/downloadslinks/06_Digital%20Record%20Drawing%20Standards%20and%20Requirements%20(2019).pdf)

**END OF SECTION**





## P-16-24 Addendum 5

### DBF CONSTRUCTION LLC

### Supplier Response

#### Event Information

Number: P-16-24 Addendum 5  
 Title: NE 27th AVE and NE 16th ST Stormwater Improvements (State Revolving Fund)  
 Type: Invitation To Bid  
 Issue Date: 8/8/2024  
 Deadline: 9/17/2024 02:00 PM (ET)  
 Notes: The City of Pompano Beach (the "City") will receive sealed bids for **Invitation to Bid (ITB) P-16-24 for NE 27th AVE and NE 16th ST Stormwater Improvements.**

#### Scope of Work:

The project consists of furnishing all labor, equipment, tools, and materials for the construction of stormwater improvements. The work will include but not be limited to site preparation, earthwork, dewatering, drainage installation and improvements, roadway and driveway restoration, tree removal, landscape restoration, restoring existing irrigation systems, and pavement marking and signage. The NE 27th Ave and NE 16th St Stormwater Improvements are bounded by NE 22nd Court to the north, NE 16th Street to the south, NE 28th Terrace to the east, and NE 24th Avenue to the west. This project will include State Revolving Fund (SRF) requirements.

Bidder must be registered on the City's eBid System in order to view the ITB documents and respond to this ITB. The solicitation documents can be downloaded for free from the eBid System as a pdf at:

<https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

## Contact Information

Contact: Eric Seifer  
Address: Purchasing  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Fax: (954) 786-4168  
Email: [purchasing@copbfl.com](mailto:purchasing@copbfl.com)

**DBF CONSTRUCTION LLC Information**

Address: 240 SW 12th Ave  
 Suite 2  
 POMPANO BEACH, FL 33069  
 Phone: (954) 532-1918  
 Email: Alejandra@dbf-construction.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Mark Giannetti

*Signature*

*Submitted at 9/17/2024 10:25:01 AM (ET)*

Alejandra@dbf-construction.com

*Email*

**Requested Attachments****Qualification of Bidders Form**

Qualification of Bidders.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

**Bid Bond Form**

Cashiers Check.pdf

Bid Bond Form from the Attachments tab must be completed and uploaded to this tab.

**Response Attachments****Broward County Tax Receipt 2025.pdf**

Broward Tax Receipt

**Pompano Beach Tax Receipt 2024.pdf**

Pompano Beach Tax Receipt

**DBF CGC 1512467 Exp 08.31.2026.pdf**

CGC License

**DBF CUC 1224328 Exp 08.31.2026.pdf**

CUC License

**COI ILLUSTRATION OF COVERAGE.pdf**

COI Illustration of Coverage

**2024 Certificate of Good Standing.pdf**

Certificate of Good Standing

**Invitation to Bid.pdf**

Invitation to Bid

**Auto COI.pdf**

Auto COI

**EQUIPMENT LIST.pdf**

Equipment List

## Bid Attributes

### 1 Attachment D - Substantial Project Completion

Provide the number of calendar days that the construction of the Project will be substantially complete after the date when the Contract Time commences to run as provided in the general conditions.

### 2 Attachment D - Final Project Completion

Provide the number of calendar days, after the substantial completion date, that the construction of the Project will be completed and ready for final payment.

### 3 Attachment D - Total Project Completion

Enter the sum of calendar days for the substantial and final project completion.

### 4 Attribute deleted as part of an Addendum

### 5 Attachment B - Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

### 6 Attachment C - Vendor Certification Regarding Scrutinized Companies Lists (Over \$1,000,000.00)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☒ Certified

**7 Attachment E - Drug-Free Workplace**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

**8 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree
**9 Bidder Acknowledgement**

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of the bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to City of Pompano Beach Board of Commissioners, Mayor or other elected official or offer contributions to Board of Commissioners Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the City of Pompano Beach. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by the General Services Procedures Manual. The bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate. I agree that this bid cannot be withdrawn within 90 days of the due date.

**10 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes
**Bid Lines**

<b>1</b>	Mobilization	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Cost: <input type="text" value="\$225,000.00"/>	Total: <input type="text" value="\$225,000.00"/>
<b>2</b>	Maintenance of Traffic	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Cost: <input type="text" value="\$25,050.00"/>	Total: <input type="text" value="\$25,050.00"/>
<b>3</b>	Bonds and Insurance	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Cost: <input type="text" value="\$113,000.00"/>	Total: <input type="text" value="\$113,000.00"/>
<b>4</b>	Permit is needed. City to pay permit fees direct or will be reimbursed from the permit allowance at cost.	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Cost: <input type="text" value="\$10,000.00"/>	Total: <input type="text" value="\$10,000.00"/>
<b>5</b>	Construction Contingency	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Cost: <input type="text" value="\$340,000.00"/>	Total: <input type="text" value="\$340,000.00"/>
<b>6</b>	Consideration for Indemnification	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Cost: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$10.00"/>
<b>7</b>	Clear and Grade Swale	Quantity: <u> 12250 </u> UOM: <u>  SY  </u>	Unit Cost: <input type="text" value="\$7.00"/>	Total: <input type="text" value="\$85,750.00"/>
<b>8</b>	Remove and Dispose of Existing Asphalt Pavement	Quantity: <u> 15800 </u> UOM: <u>  SY  </u>	Unit Cost: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$63,200.00"/>
<b>9</b>	Mill Existing Asphalt Pavement (3/4")	Quantity: <u> 5000 </u> UOM: <u>  SY  </u>	Unit Cost: <input type="text" value="\$8.25"/>	Total: <input type="text" value="\$41,250.00"/>
<b>10</b>	Remove and Dispose of Existing Drainage Structure	Quantity: <u>  15  </u> UOM: <u>  EA  </u>	Unit Cost: <input type="text" value="\$825.00"/>	Total: <input type="text" value="\$12,375.00"/>
<b>11</b>	Remove and Dispose of Existing Drainage Pipe	Quantity: <u> 690 </u> UOM: <u>  LF  </u>	Unit Cost: <input type="text" value="\$21.67"/>	Total: <input type="text" value="\$14,952.30"/>
<b>12</b>	Remove and Dispose of Abandoned Watermain Pipe	Quantity: <u> 1550 </u> UOM: <u>  LF  </u>	Unit Cost: <input type="text" value="\$21.67"/>	Total: <input type="text" value="\$33,588.50"/>
<b>13</b>	Remove and Dispose of Abandoned Forcemain Pipe	Quantity: <u>  500 </u> UOM: <u>  LF  </u>	Unit Cost: <input type="text" value="\$21.67"/>	Total: <input type="text" value="\$10,835.00"/>
<b>14</b>	Remove and Dispose of Existing Concrete Curbing	Quantity: <u>  70 </u> UOM: <u>  LF  </u>	Unit Cost: <input type="text" value="\$21.67"/>	Total: <input type="text" value="\$1,516.90"/>
<b>15</b>	Remove Existing Tree with Overall Height less than 21 feet	Quantity: <u>  8  </u> UOM: <u>  EA  </u>	Unit Cost: <input type="text" value="\$1,250.00"/>	Total: <input type="text" value="\$10,000.00"/>

1 6	Remove Existing Tree with Overall Height 21 to 30 feet	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$5,000.00         </u>	Total: <u>         \$5,000.00         </u>
1 7	Remove Existing Tree with Overall Height greater than 30 feet	Quantity: <u>  4  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$5,000.00         </u>	Total: <u>         \$20,000.00         </u>
1 8	Remove and Replace Existing Hedge	Quantity: <u> 18 </u> UOM: <u>LF</u>	Unit Cost: <u>         \$10.00         </u>	Total: <u>         \$180.00         </u>
1 9	Remove and Reinstall Existing Sign	Quantity: <u> 15 </u> UOM: <u>EA</u>	Unit Cost: <u>         \$10.00         </u>	Total: <u>         \$150.00         </u>
2 0	Remove and Reinstall Existing Mailbox	Quantity: <u>  5  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$10.00         </u>	Total: <u>         \$50.00         </u>
2 1	Remove and Dispose of Existing Speed Hump	Quantity: <u>  2  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$1,000.00         </u>	Total: <u>         \$2,000.00         </u>
2 2	Furnish and Install Type C Drainage Structure with frame and grate	Quantity: <u> 53 </u> UOM: <u>EA</u>	Unit Cost: <u>         \$4,067.00         </u>	Total: <u>         \$215,551.00         </u>
2 3	Furnish and Install 48" Drainage Catch Basin	Quantity: <u> 14 </u> UOM: <u>EA</u>	Unit Cost: <u>         \$4,660.00         </u>	Total: <u>         \$65,240.00         </u>
2 4	Furnish and Install 48" Drainage Manhole	Quantity: <u> 31 </u> UOM: <u>EA</u>	Unit Cost: <u>         \$4,485.00         </u>	Total: <u>         \$139,035.00         </u>
2 5	Furnish and Install 60" Drainage Catch Basin	Quantity: <u>  5  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$8,100.00         </u>	Total: <u>         \$40,500.00         </u>
2 6	Furnish and Install 60" Drainage Manhole	Quantity: <u>  9  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$7,181.00         </u>	Total: <u>         \$64,629.00         </u>
2 7	Furnish and Install 72" Drainage Catch Basin	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$8,933.00         </u>	Total: <u>         \$8,933.00         </u>
2 8	Furnish and Install 15" Inline Check Valve	Quantity: <u>  1  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$8,550.00         </u>	Total: <u>         \$8,550.00         </u>
2 9	Furnish and Install 24" Inline Check Valve	Quantity: <u>  3  </u> UOM: <u>EA</u>	Unit Cost: <u>         \$14,700.00         </u>	Total: <u>         \$44,100.00         </u>
3 0	Furnish and Install 15" RCP Drainage Pipe	Quantity: <u>1280</u> UOM: <u>LF</u>	Unit Cost: <u>         \$151.00         </u>	Total: <u>         \$193,280.00         </u>
3 1	Furnish and Install 18" RCP Drainage Pipe	Quantity: <u>5560</u> UOM: <u>LF</u>	Unit Cost: <u>         \$159.50         </u>	Total: <u>         \$886,820.00         </u>



<b>32</b>	Furnish and Install 24" RCP Drainage Pipe	Quantity: <u>1400</u> UOM: <u>LF</u>	Unit Cost: <u>\$209.50</u>	Total: <u>\$293,300.00</u>
<b>33</b>	Furnish and Install 18" RCP Exfiltration Trench	Quantity: <u>1260</u> UOM: <u>LF</u>	Unit Cost: <u>\$287.17</u>	Total: <u>\$361,834.20</u>
<b>34</b>	Connect to Existing Drainage Pipe	Quantity: <u>10</u> UOM: <u>EA</u>	Unit Cost: <u>\$2,000.00</u>	Total: <u>\$20,000.00</u>
<b>35</b>	Furnish and Install Pollution Retardant Baffle	Quantity: <u>18</u> UOM: <u>EA</u>	Unit Cost: <u>\$606.00</u>	Total: <u>\$10,908.00</u>
<b>36</b>	Furnish and Install Inverted Pollution Retardant Baffle	Quantity: <u>5</u> UOM: <u>EA</u>	Unit Cost: <u>\$594.10</u>	Total: <u>\$2,970.50</u>
<b>37</b>	Offset Existing Watermain	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Cost: <u>\$12,100.00</u>	Total: <u>\$24,200.00</u>
<b>38</b>	Offset Existing Reclaim Watermain	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Cost: <u>\$11,000.00</u>	Total: <u>\$33,000.00</u>
<b>39</b>	Adjust Existing Sanitary Sewer Laterals	Quantity: <u>40</u> UOM: <u>EA</u>	Unit Cost: <u>\$1,065.00</u>	Total: <u>\$42,600.00</u>
<b>40</b>	Adjust Existing Services	Quantity: <u>40</u> UOM: <u>EA</u>	Unit Cost: <u>\$300.00</u>	Total: <u>\$12,000.00</u>
<b>41</b>	Relocate Existing Service and Meter	Quantity: <u>9</u> UOM: <u>EA</u>	Unit Cost: <u>\$265.00</u>	Total: <u>\$2,385.00</u>
<b>42</b>	Furnish and Install 15" Manatee Gate	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Cost: <u>\$2,350.00</u>	Total: <u>\$2,350.00</u>
<b>43</b>	Furnish and Install 24" Manatee Gate	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Cost: <u>\$2,750.00</u>	Total: <u>\$8,250.00</u>
<b>44</b>	Furnish and Place Asphalt Pavement SP 12.5 1st Lift (1-1/4")	Quantity: <u>15800</u> UOM: <u>SY</u>	Unit Cost: <u>\$10.76</u>	Total: <u>\$170,008.00</u>
<b>45</b>	Furnish and Place Asphalt Pavement SP 9.5 2nd Lift (3/4")	Quantity: <u>20800</u> UOM: <u>SY</u>	Unit Cost: <u>\$9.51</u>	Total: <u>\$197,808.00</u>
<b>46</b>	Furnish and Place Limerock Base (8")	Quantity: <u>15800</u> UOM: <u>SY</u>	Unit Cost: <u>\$4.15</u>	Total: <u>\$65,570.00</u>
<b>47</b>	Stabilization of Subgrade (12")	Quantity: <u>15800</u> UOM: <u>SY</u>	Unit Cost: <u>\$1.65</u>	Total: <u>\$26,070.00</u>

48	Asphalt Driveway Restoration	Quantity: <u>2650</u> UOM: <u>SY</u>	Unit Cost: <u>\$50.33</u>	Total: <u>\$133,374.50</u>
49	Concrete Driveway Restoration	Quantity: <u>460</u> UOM: <u>SY</u>	Unit Cost: <u>\$84.00</u>	Total: <u>\$38,640.00</u>
50	Specialty Driveway Restoration	Quantity: <u>1370</u> UOM: <u>SY</u>	Unit Cost: <u>\$47.00</u>	Total: <u>\$64,390.00</u>
51	Furnish and Place Concrete Catch Basin Aprons	Quantity: <u>71</u> UOM: <u>EA</u>	Unit Cost: <u>\$775.00</u>	Total: <u>\$55,025.00</u>
52	Furnish and Install Curb	Quantity: <u>70</u> UOM: <u>EA</u>	Unit Cost: <u>\$10.00</u>	Total: <u>\$700.00</u>
53	Furnish and Install Speed Hump	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Cost: <u>\$1,250.00</u>	Total: <u>\$2,500.00</u>
54	Furnish and Install New Traffic Sign	Quantity: <u>8</u> UOM: <u>EA</u>	Unit Cost: <u>\$1,250.00</u>	Total: <u>\$10,000.00</u>
55	Furnish and Place Temporary Striping	Quantity: <u>315</u> UOM: <u>LF</u>	Unit Cost: <u>\$6.00</u>	Total: <u>\$1,890.00</u>
56	Furnish & Place 6" Thermoplastic Double (yellow)	Quantity: <u>250</u> UOM: <u>EA</u>	Unit Cost: <u>\$3.00</u>	Total: <u>\$750.00</u>
57	Furnish & Place 24" Thermoplastic (stop bar)	Quantity: <u>65</u> UOM: <u>LF</u>	Unit Cost: <u>\$20.00</u>	Total: <u>\$1,300.00</u>
58	Furnish and Place Reflective Pavement Markers	Quantity: <u>20</u> UOM: <u>EA</u>	Unit Cost: <u>\$29.00</u>	Total: <u>\$580.00</u>
59	Existing Irrigation System Restoration	Quantity: <u>171</u> UOM: <u>LOT</u>	Unit Cost: <u>\$600.00</u>	Total: <u>\$102,600.00</u>
60	Furnish and Install Sod	Quantity: <u>17500</u> UOM: <u>SY</u>	Unit Cost: <u>\$9.00</u>	Total: <u>\$157,500.00</u>
61	Furnish and Install Crape Myrtle 12' HT, 4' SPR, 2" DBH	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Cost: <u>\$900.00</u>	Total: <u>\$900.00</u>
62	Furnish and Install Royal Palm 20' G.W.	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Cost: <u>\$1,600.00</u>	Total: <u>\$4,800.00</u>
63	Furnish and Install Pink Tabebuia 12' HT, 4' SPR, 2" DBH	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Cost: <u>\$1,000.00</u>	Total: <u>\$1,000.00</u>

**6  
4**

Furnish and Install Foxtail Palm

Quantity:   3   UOM:  EA Unit Cost: 

\$1,250.00
------------

Total: 

\$3,750.00
------------

**Response Total: \$4,533,498.90**

# TECHNICAL SPECIFICATIONS



CITY OF POMPANO BEACH  
NE 27<sup>th</sup> AVENUE AND NE 16<sup>TH</sup> STREET  
STORMWATER IMPROVEMENTS

BID SUBMITTAL

MARCH 2024

PREPARED BY:



CHEN MOORE & ASSOCIATES  
500 WEST CYPRESS CREEK ROAD – SUITE 630  
FORT LAUDERDALE, FLORIDA 33309

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**APPENDIX**

Appendix A ..... Geotechnical Report

Appendix B .....Approved Permits

**SECTION 01005  
TECHNICAL PROVISIONS****PART 1 - GENERAL****1.01 SCOPE**

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

**1.02 GENERAL**

- A. The provisions of this Section shall amplify the "General Conditions", including updates through the bid date of this project, in specific instances and shall have full force and effect as if contained in those documents.
- B. TECHNICAL SPECIFICATIONS consists of this section, Section 01005, described as TECHNICAL PROVISIONS, pages 01005-1 to 01005-5 and the applicable sections of Broward County Highway Construction and Engineering Services Division "Minimum Standards", October 2005.
- C. In case of a conflict among Broward County Highway Construction and Engineering Services Division "Minimum Standards", the Project Drawings, these TECHNICAL PROVISIONS and the "General Conditions", the "General Conditions" will govern.
- D. Broward County Highway Construction and Engineering Services Division "Minimum Standards" are not attached to the TECHNICAL SPECIFICATIONS but can be obtained for a nominal fee, from Broward County Highway Construction and Engineering Services Division, 1 University Drive, Building B, Suite 300, Plantation, Florida 33324.

**1.03 ITEMS SPECIFIED ON DRAWINGS**

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

**1.04 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

- A. See "General Conditions", Paragraph 14.07.A.1.
- B. After completion of construction, the CONTRACTOR shall provide four sets of Record Drawings with all the As-Built information; all locations, dimensions and elevations of the constructed facilities, certified, signed and sealed thereon by a Land Surveyor registered in the State of Florida. All elevations shall refer to N.A.V.D. (North American Vertical Datum). The cost of such field layout and recording work shall be the responsibility of the CONTRACTOR.

**1.05 SALVAGE**

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



**SECTION 01005**  
**TECHNICAL PROVISIONS**

1.06 POWER

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

1.07 WATER SUPPLY

- A. All water required for testing, flushing, and construction shall be furnished by the CITY and paid for by the CONTRACTOR. The purchase price shall be the prevailing rate as published by the CITY. The quantity of water used shall be determined by reading the meter at the start and at the finish of construction. The CONTRACTOR shall make all arrangements and incur all expense involved in having the CITY furnish and install the necessary water meters. Each water service line shall be provided with a vacuum relief or backflow preventer which shall meet the requirements of ASA A40.6, latest revision, and the local administrative authority.

1.08 MAINTENANCE

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

1.09 SITE RESTORATION

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

**SECTION 01005**  
**TECHNICAL PROVISIONS**

1.10 SANITARY FACILITIES

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

1.11 STANDARDS

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

1.12 QUALITY OF ITEMS

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

1.13 TESTING

- A. The Broward County Engineering Minimum Design and Construction Standards may require during shop drawing review that materials and equipment supplied meet given standards and testing to demonstrate conformance to the standards is a part of those standards. The cost of these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.
- B. The CONTRACTOR will select a recognized, independent testing laboratory to make tests on concrete, reinforcing steel, soils and other materials for the construction phase, which the CITY may decide to test for conformity with the TECHNICAL SPECIFICATIONS. The CONTRACTOR shall supply the necessary samples for this testing without cost to the CITY. The costs for actual testing shall be included within the base bid price for each line item which requires testing.
- C. Construction in areas where installation and restoration must satisfy the additional requirements of a local, state or federal authority may require testing to demonstrate conformance. The CONTRACTOR shall ascertain the extent of testing required by regulatory agencies within these areas. The CONTRACTOR is responsible for coordinating the performance such tests, including but not limited to, tests of compaction, and all costs for these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.

1.14 UTILITY CROSSINGS

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

**SECTION 01005**  
**TECHNICAL PROVISIONS**

1.15 BASIS OF MEASUREMENT

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

1.16 ADJUSTMENT AND RELOCATION OF EXISTING LINES

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

1.17 CONNECTION TO EXISTING SYSTEM

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

1.18 RELOCATIONS

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

1.19 UTILITIES

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

1.20 GUARANTEE

- A. The CONTRACTOR shall guarantee the equipment, material and labor performed under the Contract against any and all failures in proper use and operation for a period of one (1) year from date of written acceptance by the CITY.

**SECTION 01005**  
**TECHNICAL PROVISIONS**

- B. The CONTRACTOR shall also obtain warranties from manufacturers for each piece of equipment furnished so that the manufacturer's warranty fully covers the equipment for a period of one (1) year from the date of written acceptance by the CITY.

1.21 PERFORMANCE OF WORK

- A. The CONTRACTOR shall provide all personnel and equipment required to complete all work specified herein and on the Drawings. In an emergency situation, if the CITY determines that it must provide staff and/or equipment to assist the CONTRACTOR in the satisfactory performance of the Contract terms and conditions, the CONTRACTOR at the applicable prevailing wage rates shall reimburse the CITY. Any additional cost accrued by inspector overtime work (i.e. weekends and holidays) will be billed at an hourly rate of \$70.00/hr.
- B. CONTRACTOR shall provide forty-eight (48) hours advance written notice to the CITY for approval of CONTRACTOR'S intention to work overtime on weekdays or to work on the weekends.

1.22 BARRICADING (SAFETY)

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01005

## SECTION 01010 SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.01 SCOPE

- A. The WORK to be performed under this Contract shall consist of furnishing and installing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the CITY.
- B. The NE 27th Ave and NE 16th St Stormwater Improvements Project Contract Documents are comprised of two volumes and are summarized as follows:

Volume I      Front End Documents and Technical Specifications

Volume II     General Drawings and Standard Details

#### 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of this Contract comprises the construction of Stormwater Improvements. The work will include but not be limited to site preparation, earthwork, dewatering, drainage installation and improvements, roadway and driveway restoration, tree removal, landscape restoration, restoring existing irrigation systems and pavement marking and signage.
- B. The general location of the project site is as follows:  
  
The limits of the NE 27th Ave and NE 16th St Stormwater Improvements are bounded by NE 22<sup>nd</sup> Court to the north, NE 16<sup>th</sup> Street to the south, NE 28<sup>th</sup> Terrace to the east, and NE 24<sup>th</sup> Avenue to the west.
- C. The contract time required to Substantial Completion for each project will be 240 calendar days per project. The Final Completion is required to be completed within 30 days of Substantial Completion date.

#### 1.03 NOTICE TO BIDDERS

- A. The successful bidder, in order to be considered responsive, must possess the appropriate licenses.
- B. It should also be noted that the successful bidder will, at the time of the pre-work conference, be required to show that each of the CONTRACTOR'S subcontractors must possess the appropriate licenses.

#### 1.04 STANDARD SPECIFICATION

- A. All materials and workmanship shall meet the requirements of "The Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction" (to be referred to as "Minimum Standards") and the Florida Department of Transportation "Standard Specifications

## SECTION 01010 SUMMARY OF WORK

for Road and Bridge Construction," and its supplements, and the Florida Department of Transportation "Roadway and Traffic Design Standards" and "Structures Standards,"

1. These Special Provisions are supplemental to the above Specifications and Standards.

### 1.05 SITE INVESTIGATION

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

### 1.06 WORK BY OTHERS

- A. Concurrent Work by Other Contractors. The CONTRACTOR'S attention is directed to the fact that other contractors may conduct work at the site during the performance of the WORK under this Contract. The CONTRACTOR shall conduct its operations so as to cause little or contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference With Work On Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the CITY or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

### 1.07 WORK SEQUENCE

- A. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, television and telephone. Prior to commencing with the WORK, CONTRACTOR shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities" and shall have obtained all required permits and permissions, CONTRACTOR shall also deliver written notice to the CITY, ENGINEER, and property occupants (private and public) of all planned disruption to roadway, driveways, temporary displacement of fences, mailboxes, street signs and traffic signs, and utilities 72 hours in advance of disruption.
- B. CONTRACTOR shall sequence the work so as to minimize impact on residents. CONTRACTOR shall notify Broward County Traffic Engineering School Coordinator, Broward Sheriff's Office, Fire Department and Post Office 14 days prior to disruption of roadway.



**SECTION 01010  
SUMMARY OF WORK****1.08 WORK SCHEDULE**

A. The contract time required to Substantial Completion for each project will be 240 calendar days per project. The Final Completion is required to be completed within 30 days of Substantial Completion date. Time is of the essence in completing this project. Because time is of the essence the CONTRACTOR shall commit the necessary resources to this project to complete it in a timely manner. Those resources may include multiple working crews, working over time, etc. Because time is of the essence, the CONTRACTOR'S construction progress will be monitored closely on a weekly basis. The Construction progress will be measured with the construction schedule submitted by the CONTRACTOR. If the ENGINEER determines that the CONTRACTOR does not meet the CPM as specified in Section 01311, the CONTRACTOR will be required to commit those resources necessary to ensure the completion of the project in a timely manner including working over time, adding other work crews, etc. All costs incurred to implement measure to complete the work in timely manner will be borne by the CONTRACTOR at no additional cost to the CITY.

**B. SCHEDULE**

1. CONTRACTOR shall submit scheduling information for the work as required in Section 01311 "Schedules and Reports". No separate payment shall be made for preparation and/or revision of the schedule.
2. Contract time required to Substantial Completion for each project will be 240 day per project. The Final Completion is required to be completed within 30 days of Substantial Completion date.
3. CONTRACTOR will submit de-watering plan (if necessary) a minimum of 30 days before start-up of construction.
4. CONTRACTOR will submit shop-drawings a minimum of 10 days before start-up of construction.

**1.09 COMPUTATION OF CONTRACT TIME**

- A. It is the CONTRACTOR'S responsibility to provide clear and convincing documentation to the ENGINEER as to the effect additional work will have with respect to additional contract time extension that may be justified. If additional quantities of work can be carried out concurrent with other existing construction activities without disrupting the critical path of the project then no contract time extension will be granted. The CONTRACTOR is obligated to provide documentation to the ENGINEER if additional elements of work affect the critical path of the project. If work set forth in the original scope of the project is deleted, the contract time may be reduced. This contract is a calendar day contract. While the CONTRACTOR may be granted time to suspend work operations for vacations or holidays, contract time will not be suspended. During suspensions, the CONTRACTOR shall be responsible for all maintenance of traffic and liability without additional compensation from the CITY. Any additional cost accrued by inspector overtime work (i.e. weekends and holidays) will be billed at an hourly rate of \$70.00/hr.

**1.10 CONTRACTOR USE OF PREMISES**



## SECTION 01010 SUMMARY OF WORK

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

### 1.11 PRE-CONSTRUCTION CONFERENCE

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

### 1.12 UTILITY LOCATIONS

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

## SECTION 01010 SUMMARY OF WORK

- F. The permits listed below will be obtained for the project by the CITY prior to beginning construction. The CONTRACTOR is responsible for compliance with any and all permit conditions. In the event that the CITY must obtain permits in addition to those listed below, the CONTRACTOR shall not have any claim for damages arising from any delay caused by the CITY'S obtaining said additional permits.

1. Broward County Environmental Protection and Growth Management Department

- G. The CONTRACTOR shall obtain construction permit and applicable building and other permits from the CITY. There will be no charge for the CITY Construction Permits.

### 1.13 LINE AND GRADE

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

### 1.14 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

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

### 1.15 EQUIPMENT

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

### 1.16 STORAGE SITES

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

### 1.17 OWNERSHIP OF EXISTING MATERIALS

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

### 1.18 EXCESS MATERIAL

## SECTION 01010 SUMMARY OF WORK

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

### 1.19 AUDIO-VISUAL PRECONSTRUCTION RECORD

A. General:

1. Prior to beginning the work, the CONTRACTOR shall have a continuous color audio-video tape recording taken along the entire length of the project to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the tapes covering the construction area by the ENGINEER.

B. Audio-Video Tapes:

1. CONTRACTOR shall provide the ENGINEER and the CITY with one complete set of tapes for each of the project area.

C. Equipment:

1. All equipment, accessories, materials and labor to perform this service shall be furnished by the CONTRACTOR.
2. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity and be free from distortion and interruptions.
3. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than twelve feet. In some instances audio-video tape coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the ENGINEER.

D. Recorded Information - Audio

1. Each tape shall begin with the current date, project name and municipality and be followed by the general location, i.e., name of street, house address, viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with the electrographer's fixed elevation video record of the zone of influence of construction.

E. Recorded Information - Video

1. All video recordings must, by electronic means, display continuously and simultaneously generated with the actual transparent digital information to include the date and time of recording, and station numbers as shown on the drawings. The date information shall contain the month, day and year. The time information shall contain the hour, minutes and seconds. Additional information shall be displayed periodically. Such information

## SECTION 01010 SUMMARY OF WORK

shall include, but not be limited to, project name, contract number, name of street, house address, direction of travel and the viewing side.

2. All taping shall be done during times of good visibility. No taping shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.
3. The rate of speed of the vehicle used during taping shall not exceed 10 miles per hour. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.
4. Tape coverage shall include all surface features located within the zone influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, fences, signs and headwalls within the area covered.

### F. Payment:

1. Compensation for the audio-video preconstruction record shall be included in the lump sum price bid for Mobilization.

### 1.20 ADJUSTING EXISTING VALVES, METERS, CATCH BASINS, AND MANHOLES

- A. It shall be the CONTRACTOR'S responsibility to coordinate and have all adjustments made to existing water meters, valves, and structures encountered during construction, in order to meet all final grades, unless otherwise instructed by the ENGINEER or the respective utility owner. All valves and manholes shall be accessible during all phases of the work for emergency access. Omission of such structures from the Contract Plans does not relieve the CONTRACTOR from making such adjustments as may be deemed necessary. The CONTRACTOR shall take this provision into account when personally investigating the site prior to bidding. No additional payment shall be made for these adjustments.

### 1.21 CONFLICT STRUCTURES

- A. The CONTRACTOR shall abide by the following criteria concerning conflicts between new drainage, water, or sewer construction and existing utilities.
  1. The CONTRACTOR shall verify the location of all utilities suspected of being potential conflicts prior to ordering drainage or sewer structures for these locations and inform the ENGINEER as to CONTRACTOR'S findings.
  2. The ENGINEER shall have full authority to direct the placement of conflict structures, the relocation of structures shown in the plans, and the addition, deletion, or relocation of any pipe or structure shown in the plans in order to facilitate construction, expedite completion and avoid conflicts with existing utilities.
  3. Where an existing utility is to pass through a conflict structure, the CONTRACTOR shall protect the utility from damage by whatever means the utility owner and the ENGINEER deem necessary.

## SECTION 01010 SUMMARY OF WORK

4. In no case shall there be less than 6 inches between any two (2)-pipe lines within the structure or between pipelines and the structure.

### 1.22 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall furnish all labor and equipment and perform all work required for the prevention of environmental pollution during and as a result of the work under this contract. For the purpose of this contract, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants.
- B. The CONTRACTOR shall take all steps necessary to protect water quality in the connected waters around the project and shall utilize such additional measures as directed by the ENGINEER. Silt screens adjacent to outfall construction shall not be removed until the turbidity of the affected waters is equal to or lower than the ambient turbidity of undisturbed segments of the waterway. Any discharge into existing drainage facilities shall require the approval of the owner of the system. This may require an engineered plan to be furnished at no additional cost to the CITY.

### 1.23 MAINTENANCE AND PROTECTION OF TRAFFIC

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

#### 1. CONSTRUCTION PHASING REQUIREMENTS

Following are general requirements for construction phasing to minimize resident disruption, yet maximize cost effectiveness of the construction scheduling.

- a. No two adjacent roadways may be under construction at the same time (i.e. construction shall be on alternating roadways, and every other roadway shall remain open for access). In no case shall more than 50% of all roadways in a section be under construction at one time. At least 50% of all roadways shall have an asphalt surface, either original or new asphalt, at all times. The CONTRACTOR shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, the homeowner should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home effected. This condition is to be avoided whenever possible and shall last no longer than five (5) working days. The CONTRACTOR, with the CITY'S approval, shall coordinate the parking area location. The CONTRACTOR shall lease the property from the landowner, and will provide a compacted, graded parking surface acceptable to the ENGINEER.

## SECTION 01010 SUMMARY OF WORK

1. The CONTRACTOR shall not begin construction on subsequent roadways until the initial roadways under construction are substantially complete. A roadway shall be considered substantially complete when all work is complete except for the last lift of asphalt. All work on private property and landscaping must also be complete before a road is considered substantially complete.
  2. Site restoration work shall be complete on private property within fifteen (15) days after being disturbed.
- b. Construction within the right of way of affected roads shall be scheduled so that all improvements are completed at once, and the residents are only disrupted for one time period.
  - c. All affected residents and property owners shall be notified by the contractor in writing a minimum of two (2) weeks, or earlier if required by the CITY, prior to any disruption to or construction in road right-of-ways adjacent to their homes. The notification shall also indicate any special parking or traffic conditions that will affect residents.
  - d. All affected residents shall be notified by the contractor a minimum of forty eight (48) hours, or earlier if required by the CITY, prior to a shut off of water supply. Any water supply interruptions shall be rescheduled to be as short as possible and not exceed twelve (12) hours.
  - e. Access for emergency vehicles shall be maintained at all times to all homes or businesses. Excavation must be back-filled or barricaded at the end of each workday to prevent hazardous conditions. If a trench, excavation or structure is to be left open, it must be covered with a steel plate and barricaded at the end of each workday or when work will be suspended for more than eight (8) hours.
  - f. Transportation provisions for handicapped or disabled residents shall be made by the CONTRACTOR if construction prevents access to homes.
  - g. The CONTRACTOR shall also make provisions with local bus, school bus, garbage collection, mail delivery and other agencies for continuation of service. A traffic maintenance plan indicating proposed street closings, schedules, and alternate routes, which have been approved by the ENGINEER and Broward County Traffic Engineering, should be submitted to all affected agencies for coordination and routing purposes.
  - h. Materials and equipment shall be stored in a fenced or otherwise enclosed area during non-working hours. Pipe and material shall not be strung out along installation routes for longer than one (1) week prior to installation.

### B. TRAFFIC CONTROL

1. The CONTRACTOR is required to submit a conceptual Traffic Control Plan at the Pre-Construction Conference. This preliminary plan should identify the phases of construction that the CONTRACTOR plans to proceed with and identify traffic flows during each phase. The ENGINEER will have ten (10) days to notify the



## SECTION 01010 SUMMARY OF WORK

CONTRACTOR of any comments. Once the conceptual plan for maintaining traffic has been approved, the CONTRACTOR will be required to submit a detailed plan showing each phase's Maintenance and Protection Plan prior to starting construction of any phase.

2. The "Maintenance of Traffic" plan shall include pedestrian traffic as well as vehicular traffic.

A safe walk route for all schools within the vicinity of the construction zone shall be maintained during the arrival and dismissal of school. CONTRACTOR shall not block bus access to schools during school hours.

In the case that a designated crossing of any portion of the designated walk route can not be maintained, then the CONTRACTOR shall notify the "School Safety Coordinator" at Broward County Traffic Engineering Division, (954) 484-9600 a minimum of ten (10) working days prior to ceasing that route so that an alternate route can be established with the School and the Enforcing agency.

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

Thirty (30) days prior to the beginning of construction the CONTRACTOR shall notify the "School Safety Coordinator" at Broward County Traffic Engineering Division (954) 484-9600, to set up a pre-work meeting.

3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER.
4. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practical, be kept in condition for their intended uses. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within twenty (20) feet of any such hydrant.
5. Construction materials stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.
6. Streets may be closed only as permitted by the approved Maintenance of Traffic Plan, and as directed by the ENGINEER and, whenever the street is not closed, the work must be conducted with the provision for a safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements with the ENGINEER concerning maintenance of traffic and selection of detours required.
7. All existing stop and street name signs will be maintained as long as deemed necessary by the ENGINEER.
8. When permission has been granted to close an existing roadway, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices, which shall conform to the requirements, and be subject to the approval of the ENGINEER.



## SECTION 01010 SUMMARY OF WORK

The CONTRACTOR shall furnish and maintain proper protective devices at such location for the entire time of closure as the ENGINEER may direct. Signage shall be affected one week before closure.

9. The CONTRACTOR shall furnish a sufficient number of protective devices to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR provides the necessary protection.
10. Any time traffic is diverted for a period of time that will exceed one-work day temporary pavement markings will be required. Existing pavement markings that conflict with the new work zone traffic pattern must be obliterated. Painting over existing pavement markings (black out) is not permitted.
11. The CONTRACTOR may be required to reposition existing traffic heads in order to maintain traffic flows at diverted intersections. If this should be necessary the CONTRACTOR must submit a plan for approval showing the course of work and the planned repositioning. The Broward County Traffic Engineering Division must approve the plan prior to implementation. No separate payment for repositioning the existing traffic signal heads will be made. The cost of this work shall be included in the bid item for Maintenance of Traffic.

### 1.24 BASIS OF PAYMENT (SEE SECTION 01152)

### 1.25 APPLICATION FOR PAYMENT FOR STORED MATERIALS

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

### 1.26 SPECIAL CONDITIONS FOR CONSTRUCTION BY OTHER AGENCIES

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

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

### END OF SECTION 01010

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**PART 1 - GENERAL**

**1.01 SCOPE**

- A. Payment for various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor operations and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenances needed to complete the items of work.
- B. Payment for the various items of the Bid Schedule shall constitute full compensation for CONTRACTOR's superintendent at the job site full-time during construction, for furnishing and installing all pipe and structures complete in place including but not limited to bends, tees, outlets, fittings, blind flanges and specials, including connections to existing pipelines shown on the Drawings; including surveying both horizontal and vertical control for construction of the roadways, structures, pipeline and appurtenances; including protecting and replacing if necessary existing monuments, control points, found iron rods, valves; including all earthwork, trench excavation as shown on the Drawings, removal and disposal of waste, unsuitable and excess material, furnishing and installing pipe bedding material, all backfill and compaction of native material, and dewatering as required; the restoration of interfering portions of existing service and utility lines that are not included in other bid items and shown on the Drawings, including replacement of sewer lines with ductile iron pipe where the minimum vertical clearances are not met for the sewer line shown; restraint of pipe shown on the Drawings and grouting of pipe joints; including providing the water for pressure testing, cleaning the pipe and disinfection, and disposal of the water as required when completed; furnishing, installation, and removal of test heads, cleanup; and restoration of all improvements incidental to construction for which there are no other bid items; including but not limited to, existing sprinkler systems, and all other work not included in other bid items.
- C. Payment shall also include providing the necessary equipment and labor power to pothole and verify depths and locations of existing utilities sufficiently ahead of construction to avoid conflicts with the design alignment and grade of structures, culverts, storm drains and exfiltration trenches. Conflicts with utilities shown on the Drawings which result from the Contractor's negligence to pothole sufficiently ahead of construction (a minimum of two days ahead of construction of the pipeline or as approved by the ENGINEER) shall be resolved by the Contractor at no additional cost to the CITY.
- D. Payment for all bid items shall constitute full compensation for the complete installation of each bid item including but not limited to excavation, dewatering, backfill and compaction. The work shall include for all bid items to be completed, tested and ready for acceptance by the appropriate government agency.

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- E. No separate payment for pavement restoration will be made unless specifically shown on the plans, called out in the bid schedule, or directed by the ENGINEER. All bid items shall include pavement restoration.

1.02 MOBILIZATION

- A. See Section 01505, "Mobilization" for payment limitations. Payment for Mobilization will include any necessary SFWMD de-watering permit fees.
- B. Payment for mobilization will be made at the lump sum price named in the Bid Schedule. Payment for mobilization will be made in equal monthly amounts during the duration of the original contract time.

1.03 MAINTENANCE OF TRAFFIC

- A. See Section 01570 "Traffic Regulation" and all other references to traffic control and maintenance in this document and any regulatory requirements.
- B. Payment for maintenance of traffic will be made at the lump sum price named in the Bid Schedule. Payment for maintenance of traffic will be made in equal monthly amounts during the duration of the contract time.

1.04 BONDS AND INSURANCE

- A. Payment for bonds and insurance will be made at the lump sum price named in the Bid Schedule. The CONTRACTOR may request payment for this bid item after the Initial Notice to Proceed has been issued.
- B. Bonds and Insurance are limited to 2.5% of the Total Bid Price. Any amount in excess of 2.5% will be moved to Line Item No. 2, Page 01505-1, Mobilization. However, the total bid amount will not change. The 2.5% ceiling on Bonds and Insurance is not responsiveness, just an instruction on the amount the CITY will pay for Bonds and Insurance.

1.05 PERMIT FEES

- A. Measurement for payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance for permit fee amounts shown on the bid schedule is an estimate of permit fees required for the project and is a cost pass through item. The permit fees are based on allowances and OWNER will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the ENGINEER will be paid as part of this bid item.
- B. Payment for permit fees will be made at the lump sum price named in the Bid Schedule.

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1.06 CONSTRUCTION CONTINGENCY

- A. The work included in this item is related to project work not identified or reasonably anticipated through the Contract Documents, which includes, but is not limited to, the relocation of certain existing utility structures and the removal and disposal of any existing utility infrastructure encountered that are deemed unnecessary by the governing utility company. This is an allowance, and any work to be completed under this item must be specifically approved in writing by the OWNER prior to completing the work, including the mutually agreed upon cost of said work.

1.07 CONSIDERATION FOR INDEMNIFICATION

- A. Measurement for payment for consideration for indemnification of the OWNER and ENGINEER will be based upon the allowance named for such work, all in accordance with the requirements of the Contract Documents.
- B. Payment will be ten dollars for consideration for indemnification named in the bid schedule and shall constitute full compensation for indemnifying the OWNER and ENGINEER as specified on the Contract Documents.

1.08 CLEAR AND GRADE SWALE

- A. Measurement for payment to clear and grade swale will be based upon the number of square yards of swale actually cleared and graded all in accordance with the Contract Documents. This work shall include but is not limited to the removal of all vegetation, shrubs and trees with diameter less than or equal to 8 inches.
- B. Payment for clearing and grading swales will be made at the unit price per square yards of clearing and grading named in the Bid Schedule which price shall constitute full compensation, including earthwork, removal of shrubs, removal of any protruding object, plugging of existing water wells within right of way, importing of fill material, disposal of excess material and protection of trees to remain.

1.09 REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT

- A. Measurement for payment to remove and dispose of existing pavement will be based upon the actual number of square yards of such pavement actually removed not covered in any other line item, all in accordance with the Contract Documents.
- B. Payment for removal and disposal of existing pavement will be made at the unit price per square yard of pavement named in the Bid Schedule not covered under any other line item, which price shall constitute full compensation for the removal and disposal of such pavement and include the removal of asphalt sidewalks, reflective pavement markers, traffic loops (including coordination with Broward County Traffic Engineering), abandoned valves and valve boxes, the removal and salvage of brass valve tabs.

1.10 MILL EXISTING ASPHALT PAVEMENT

- A. Measurement for payment for mill of existing asphalt pavement will be based on the number of square yards of such pavement actually milled, as detailed in the drawings, all in accordance with

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the requirements of the Contract Documents.

- B. Payment for milling existing asphalt pavement will be made at the unit price per square yard of such as named in the Bid Schedule which price shall constitute full compensation for milling, removal and disposal of asphalt, removal of reflective pavement markers, tack coat and restoration. Milling of local roads will be at a minimum depth of  $\frac{3}{4}$  inch.

**1.11 REMOVE AND DISPOSE OF EXISTING DRAINAGE STRUCTURE AND PIPES**

- A. Measurement for payment to remove and dispose of existing drainage pipes and structures will be based upon the actual number of such structures or linear foot of such pipes actually removed and disposed of, all in accordance with the Contract Documents.
- C. Payment for removing and disposing of existing drainage pipes and structures named in the Bid Schedule which price shall constitute full compensation for the excavation, removing and disposing of such pipe and structure, including backfilling trench and all restoration work.

**1.12 REMOVE AND DISPOSE OF EXISTING ABANDONED PIPE**

- A. Measurement for payment to remove and dispose of existing abandoned pipe will be based upon the number of linear feet of such pipe actually removed and disposed of as determined by measurement along the centerline of the pipe in place, all in accordance with the requirements of the Contract Documents.
- B. Payment for removing and disposing of existing abandoned pipe will be made at the unit price per linear foot of pipe as named in the Bid Schedule only after pipe has been completely removed and disposed of offsite following all regulatory requirements. This item shall include removal of limerock and subbase, cutting of existing pipe, removal of existing pipe, backfilling, compaction to the bottom of the subgrade, and complete hazardous waste disposal following all regulatory requirements. All governing regulations pertaining to the disposal of Asbestos Concrete (AC) pipes are included in this line item. No additional compensation shall occur based on size or material of existing pipe, including if the existing pipe is grouted.

**1.13 REMOVE AND DISPOSE OF EXISTING CONCRETE**

- A. Measurement for payment to remove and dispose of existing concrete will be based upon the actual number of square yards or linear feet of concrete actually removed and disposed, all in accordance with the Contract Documents.
- B. Payment for removal and disposal of existing concrete will be made at the unit price per square yard or linear feet named in the Bid Schedule which price shall constitute full compensation for the removal and disposal of all concrete complete. This includes, but is not limited to sidewalks, curbs, aprons and all other miscellaneous concrete as directed by the ENGINEER. Existing structures will not be compensated under this line item.

**1.14 REMOVE AND DISPOSE OF EXISTING TREES**

- A. Measurement for payment to remove and dispose of existing trees will be based upon the actual number, each of such trees removed, all in accordance with the requirements of the Contract Documents.

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- B. Payment for removal and disposal of trees will be made at the unit price for each tree named in the Bid Schedule which price shall constitute full compensation for the removal of all trees complete, to include all labor, material and equipment required.

**1.15 REMOVE AND REPLACE HEDGE**

- A. Measurement for removing and replacing hedge will be based upon the number of linear feet of such hedges installed all in accordance with the requirements of the Contract Documents.
- B. Payment for removing and replacing hedges will be made at the number of linear feet, named in the Item Response Form which price shall constitute full compensation for the removal, plant material (to match existing type) and complete installation. No additional compensations will be made for watering, fertilizing, staking and any other tree maintenance needed for the duration of the contract and one year warranty period. Hedges shall be installed in accordance with City standards.

**1.16 REMOVE AND REINSTALL EXISTING SIGNS**

- A. Measurement for payment to remove and reinstall signs will be based upon actual quantity, each, of such signs removed and reinstalled, all in accordance with the requirements of the Contract Documents.
- B. Payment for removal and reinstallation of signs will be made at the unit price, each named in the Bid Schedule which price shall constitute full compensation for the completed removal, temporary relocation, and final installation of the sign and post including all restoration. Signs damaged by the CONTRACTOR will be replaced by the CONTRACTOR at no cost to the CITY.

**1.17 REMOVE AND REINSTALL EXISTING MAILBOXES**

- A. Measurement for payment to remove and reinstall existing mailboxes will be based upon the actual number of mailboxes removed and reinstalled, all in accordance with the Contract Documents. This quantity has been estimated for the project boundaries. Mailbox reinstallation, however, will only be provided for lots in which the mailbox is actually in conflict with the proposed improvements. As such, the actual quantity may not equal the estimated quantity and no additional compensation will be granted.
- B. Payment for removing and reinstalling existing mailboxes will be made at the unit price, each, named in the Bid Schedule, which shall constitute full compensation for coordination with the local postmaster, the complete temporary relocation during construction (as needed), and the final relocation of the mailbox including post upon completion of construction. This bid item shall include all mailbox types located within the right of way. No additional compensation will be made for specialty mailboxes. Contractor is responsible for any mailboxes damaged during execution of contractors work.

**1.18 REMOVE AND DISPOSE OF EXISTING SPEED HUMP**

- A. Measurement for payment to remove and dispose of existing speed hump will be based upon the actual number of speed humps actually removed, all in accordance with the Contract Documents.



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- B. Payment for removal and disposal of existing speed humps will be made at the unit price, each, as named in the Bid Schedule which price shall constitute full compensation for sawcutting (as necessary), the removal and disposal of asphalt and/or concrete and/or pavers, curbing, limerock base, pavement markings, reflective pavement markers, compaction of subgrade, and placement of temporary pavement prior to installation of new speed hump. Speed Humps may vary in size and material throughout the project, each speed hump removal will be paid at the unit price each, no additional compensation will be made for the varying size or types.

**1.19 FURNISH AND INSTALL DRAINAGE STRUCTURES, MAINTENANCE ACCESS STRUCTURES OR INLINE CHECK VALVES**

- A. Measurement for payment to furnish and install drainage structures will be based upon the actual quantity, each, of such structures constructed, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing drainage structures will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, stormwater pollution prevention components, backfill and compaction, bypassing as necessary, testing, rock bedding for structure, construction of the reinforced concrete structure, and installation of top slab, frame and grate.
- C. Payment for furnishing and installing inline check valve will be made at unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the device including but not limited to excavation, dewatering, plugging of existing drainage pipes including bypassing as necessary, backfill and compaction.

**1.20 FURNISH AND INSTALL DRAINAGE PIPE AND EXFILTRATION**

- A. Measurement for payment for furnishing and installing drainage pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place, not including through structures, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing drainage pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule which price shall constitute full compensation for all pipes, connection to structures, excavation, dewatering, stormwater pollution prevention components, bedding, backfilling, compaction, exfiltration trenching relocation of existing utilities as required and material costs associated.

**1.21 CONNECT TO EXISTING DRAINAGE STRUCTURES AND DRAINAGE PIPE**

- A. Measurement for payment for connecting to existing drainage structures and pipe will be based upon the actual number, each, of such connections or adjustments completed, all in accordance with the Contract Documents.
- B. Payment for connecting to existing drainage structures and pipe will be made at the unit price, each, named in the Bid Schedule and shall constitute full compensation for the complete installation of the said connection including excavation, connections, adjusting of grates, structure



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rim elevations, coring existing structures, attaching new pipe with coupler all applicable fittings and adjustment of pipe ends, excavation, trench protection and trench safety, stormwater pollution prevention components, backfill and compaction, dewatering, restoration and all related material.

**1.22 FURNISH AND INSTALL POLLUTION RETARDANT BAFFLE**

- A. Measurement for payment for furnishing and installing baffles will be based upon the actual quantity, each, of such baffles actually installed, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing baffle boxes will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for furnishing and installing such baffle boxes.

**1.23 OFFSET EXISTING PRESSURE PIPE**

- A. Measurement for payment for the offset for existing water main or reclaimed watermain shall be based on the actual quantity, each, of deflections installed, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing an offset for existing water main or reclaimed watermain shall be made at the unit price, each, named in the Bid Schedule, and shall constitute full compensation for the complete installation including, but not limited to, the excavation, backfilling, compaction, and material costs for all fittings and associated pipe.

**1.24 ADJUST EXISTING SANITARY SEWER LATERAL**

- A. Measurement for payment for the offsetting existing sanitary sewer lateral shall be based on the actual quantity, each, of deflections installed, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing an offset for existing sanitary sewer lateral shall be made at the unit price, each, named in the Bid Schedule, and shall constitute full compensation for the complete installation including, but not limited to, the excavation, backfilling, compaction, and material costs for all fittings and associated pipe.

**1.25 ADJUST EXISTING SERVICES**

- A. Measurement for payment for adjusting existing water services or reclaimed water services shall be based on the actual quantity, each, of adjusted services all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing an offset for existing water services or reclaimed water services shall be made at the unit price, each, named in the Bid Schedule, and shall constitute full compensation for the complete installation including, but not limited to the relocation of water service line, lock wing ball valve, couplings, connection to service lines, including furnishing additional water service pipe, fittings, and appurtenances to complete the connection, including open trench, all clearing and grubbing, excavation, trench protection and safety, and temporary restoration of landscape, decoration, and walkways.

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**1.26 RELOCATE EXISTING SERVICE AND METER**

- A. Measurement for payment for relocating existing water service and meter or reclaimed water service and meter shall be based on the actual quantity, each, of relocated meters all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing to relocate existing water service and meter or reclaimed water services and meter shall be made at the unit price, each, named in the Bid Schedule, and shall constitute full compensation for the complete installation including, but not limited to relocation of water service line with water meter and box, lock wing ball valve, couplings, connection to service lines, including furnishing additional water service pipe, fittings, and appurtenances to complete the connection, including open trench, all clearing and grubbing, excavation, trench protection and safety, and temporary restoration of landscape, decoration, and walkways.

**1.27 FURNISH AND INSTALL MANATEE GRATE**

- A. Measurement for payment to furnish and install manatee grate will be based upon the actual quantity, each, of such manatee grates installed, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing manatee grates will be made at unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the manatee grate including but not limited to excavation, installation, plugging of existing drainage pipes including bypassing as necessary, backfill and compaction.

**1.28 FURNISH AND PLACE ASPHALT PAVEMENT**

- A. Measurement for payment of asphalt concrete pavement will be based upon the number of square yards of such asphalt concrete pavement actually constructed for streets with newly compacted subgrades and limerock bases, as detailed in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for placement of asphalt concrete pavement at the thickness indicated will be made at the unit price per square yard for such placement as named and at the thickness indicated in the Bid Schedule which price will constitute full compensation for applying a tack coat, and furnishing, placing and compacting all asphalt surface, complete in place to the cross section and thicknesses shown on the drawings; including replacing brass valve tabs, adjusting valve box and MAS rim elevations, milling and saw cutting of all pavement, temporary striping and all cleanup of the area disturbed by this construction.

**1.29 FURNISH AND PLACE LIMEROCK BASE**

- A. Measurement for payment for furnishing and placing limerock base material will be based upon the number of square yards of such materials actually compacted in place at the depth indicated, all in accordance with the requirements of the Contract Documents. No reuse will be allowed.
- B. Payment for furnishing and placing of limerock base material will be made at the unit price per

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square yard at the depth indicated and named in the Bid Schedule, which price shall constitute full compensation for applying prime coat and furnishing all such material, in place, including all transportation, handling, cleaning, positioning and compacting of said bedding and disposal of waste or unsuitable material.

**1.30    STABILIZATION OF SUBGRADE**

- A. Measurement for payment for compaction of subgrade will be based upon the number of square yards of such materials actually compacted in place at the depth indicated, all in accordance with the requirements of the Contract Documents.
- B. Payment for compacting of subgrade will be made at the unit price per square yard named in the Bid Schedule, which price shall constitute full compensation for handling, cleaning, positioning and compacting of said bedding to a LBR of 40, importing fill material as needed and disposal of excess waste or unsuitable material.
- C. Existing limerock removed can be blended to be used for subgrade compaction if the CONTRACTOR elects to do so. If contractor elects to reuse limerock, stockpiling and blending of limerock shall be done at no cost to the CITY.

**1.31    ASPHALT DRIVEWAY RESTORATION**

- A. Measurement for payment for construction of asphalt driveways will be based upon the actual number of square yards of such driveways constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for reconstruction of asphalt driveways will be made at the unit price per square yard named in the Bid Schedule which price shall constitute full compensation for completing said work, including removal and disposal of existing pavement and lime rock base, all earthwork, subgrade compaction, limerock base, prime coat, and asphalt to the depth and thicknesses detailed and shown on the drawings, furnishing and setting for expansion joint material, disposal of excess material, and the appurtenant items for which separate payment is not specifically included in the Bid Schedule.
- C. No payment will be made for reconstruction of driveways outside the limits shown on the drawings or not approved by the ENGINEER. Driveway must be approved and accepted by City of Pompano Beach to be eligible for payment.

**1.32    CONCRETE DRIVEWAY RESTORATION AND MISCELLANEOUS CONCRETE**

- A. Measurement for payment for construction of concrete driveways and miscellaneous concrete will be based upon the actual number of square yards or number of such driveways, sidewalks and aprons constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for reconstruction of driveways and miscellaneous concrete will be made at the unit price per square yard named in the Bid Schedule which price shall constitute full compensation for completing said work, including removing all existing concrete materials, all earthwork, subgrade compaction, limerock base, construction of the concrete driveway to 6" deep, furnishing and setting for expansion joint material, disposal of excess material, and the appurtenant items for

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which separate payment is not specifically included in the Bid Schedule. Construction of concrete aprons at catch basin will be compensated for under this line item according to the requirements stated. No additional compensation will be granted for sloping concrete as required by Contract Documents.

- C. No payment will be made for reconstruction of driveways and aprons outside the limits shown on the drawings or not approved by the ENGINEER.

**1.33 SPECIALTY DRIVEWAY APRON RESTORATION**

- A. Measurement for payment for restoration of specialty driveway aprons will be based upon the number of square yards of such driveways aprons actually constructed to repair open cuts made to install pipeline as detailed in the drawing, all in accordance with the requirements of the Contract Documents. Specialty driveways are considered to be pavers, stamped, Chattahoochee, etc.
- B. Payment for specialty driveway apron restoration will be made at the unit price per square yard for such driveways aprons constructed as named in the Bid Schedule which price will constitute full compensation for furnishing and installing all materials necessary to restore driveway to conditions equal or better than pre-construction conditions and shall include the removal of existing material, all earthwork and grading, subgrade compaction, disposal of excess material and the appurtenant items for which separate payment is not specifically included in the Bid Schedule.
- C. No payment will be made for reconstruction of driveways outside the limits shown on the drawings or not approved by the ENGINEER. Driveway must all requirements of the City of Pompano Beach to be eligible for payment.

**1.34 FURNISH AND PLACE CONCRETE CATCH BASIN APRON**

- A. Measurement for payment for construction of concrete aprons will be based upon the actual number, each, of aprons constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for construction of concrete aprons will be made at the unit price each as named in the Bid Schedule which price shall constitute full compensation for completing said work, including removing all existing concrete materials, all earthwork, subgrade compaction, limerock base, construction of the concrete apron, furnishing and setting for expansion joint material and disposal of excess material. No additional compensation will be granted for sloping concrete as required by Contract Documents.
- C. No payment will be made for reconstruction of driveways and aprons outside the limits shown on the drawings or not approved by the ENGINEER.

**1.35 FURNISH AND INSTALL CURB**

- A. Measurement for payment for furnishing and installing curb will be based upon the number of linear feet of such curb actually constructed as determined by measurement along the centerline of the curb in place, including but not limited to depressed curb and gutter section (i.e., at driveway), type D curb, all in accordance with the requirements of the Contract Documents.

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- B. Payment for furnishing and installing curb will be made at the unit price per linear foot of curb named in the Bid Schedule, which shall constitute full compensation for complete installation including grading, 4 inch rock curb pad, forming, saw cutting of pavement and cleanup of all areas disturbed by this construction.

**1.36 FURNISH AND INSTALL SPEED HUMP**

- A. Measurement for furnishing and installing speed humps will be based upon the actual number, each, of speed humps installed all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing speed humps will be made at the unit price, each, named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the speed humps including but not limited to all required materials, placement of asphalt and/or concrete and/or pavers to required height, concrete curbing, pavement markings and signage.

**1.37 FURNISH AND INSTALL NEW TRAFFIC SIGN**

- A. Measurement for payment to furnish and install new traffic signs will be based upon actual quantity, each, of such signs furnished and installed, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing the new traffic signs will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the completed installation of the new sign including sign post. Sign post is considered an in-sequential cost from the actual sign installation. Signs damaged by the CONTRACTOR will be replaced by the CONTRACTOR at no cost to the City. Existing signs to be removed and relocated will be compensated for under Line Item "REMOVE AND REINSTALL EXISTING SIGNS". Sign locations shall be approved by Broward County Traffic Engineering Division.

**1.38 FURNISH AND PLACE PAVEMENT MARKING**

- A. Measurement for payment for furnishing and placing pavement markings will be based upon the number of linear feet of such markings actually constructed as determined by measurement along the centerline of the pavement markings in place, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and placing pavement markings will be made at the unit price per linear foot of pavement markings named in the Bid Schedule, which price shall constitute payment for all colors, widths and types. Pavement marking skip lines will be paid per the linear foot of pavement marking which will be measured as the distance from the beginning of the first painted stripe to the last stripe, including skipped intervals. Pavement Markings shall be approved by Broward County Traffic Engineering Division.

**1.39 FURNISH AND INSTALL REFLECTIVE PAVEMENT MARKERS**

- A. Measurement for payment for furnishing and installing reflective pavement markers (RPM) will be based upon the actual number, each, of such RPM's installed, all in accordance with requirements of the Contract Document.

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- B. Payment for furnishing and installing RPM's will be made at the unit price, each, named in the Bid Schedule which price shall constitute full compensation for the complete installation. RPM locations shall be approved by Broward County Traffic Engineering Division.

**1.40 EXISTING IRRIGATION SYSTEM RESTORATION**

- A. Measurement for payment for irrigation system restoration shall be completed on a per lot basis. This quantity has been estimated for every lot within the project boundaries. Irrigation restoration, however, will only be provided for lots with existing irrigation systems. As such, the actual quantity may not equal the estimated quantity and no additional compensation will be granted.
- B. Irrigation systems shall be restored with coverage matching that prior to construction, pipe and sprinklers matching the size and type of the existing pipe and sprinkler heads, and necessary adapters, coupling at each end splicing the restored pipe in place and connecting to existing sleeves underneath the sidewalk. If irrigation system is to be partially abandoned, then that which is being abandoned shall be removed, and the remaining exposed pipes shall be capped and protected. All work shall meet the approval of the ENGINEER.

**1.41 FURNISH AND INSTALL SOD**

- A. Measurement for payment to furnish and install sod will be based on upon the number of square feet of such sod actually furnished and installed, all in accordance with the requirements of the Contract documents.
- B. Payment for sod will be made at the unit price per square feet of sod named in the Bid schedule which price will constitute full compensation for furnishing and installing the sod, and shall include watering the sod. Further, new sod is to match previously existing type of grass. No additional compensations will be made for watering and maintaining sod for 30 days after installation.

**1.42 FURNISH AND INSTALL TREES**

- A. Measurement for payment for furnishing and installing trees will be based upon the actual number of each tree installed, all in accordance with the Contract Documents.
- B. Payment for furnishing and installing trees will be made at the unit price each, named in the Bid Schedule which price shall constitute full compensation for the plant material and complete installation. No additional compensations will be made for watering, fertilizing, staking and any other tree maintenance needed for the duration of the contract and one year warranty period.
- C. Trees shall be guyed and protected as shown on the drawings.
- D. The OWNER reserves the right to reduce the quantity of proposed trees prior to installation is the existing site conditions prevent the appropriate installation methods. The CONTRACTOR shall not be paid for any tree not installed as long as the CITY provides adequate prior notifications before installation.

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

NE 27th Ave and NE 16th St Stormwater Improvements

City of Pompano Project No. 19-352

CMA Project No. 092.066

**SECTION 01025**  
**MEASUREMENT AND PAYMENT**

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01025



**SECTION 01031**  
**ALTERATION PROJECT PROCEDURES**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS**

- A. Coordinate work of trades and schedule elements of alterations and renovation work by procedure and methods to expedite completion of the work.
- B. In addition to demolition specified in Section 02050 and that specifically shown, cut, move or remove items necessary to provide access or to allow alterations and new work to proceed. Include such items as:
  - 1. Repair or removal of hazardous or unsanitary conditions.
  - 2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit and wiring.
  - 3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete, shall be removed from the site expeditiously.
  - 4. Cleaning of surfaces, and removal of surface finished as needed to install new work and finishes.
  - 5. Protection as required for existing trees to remain.
  - 6. For purposes of all existing underground utilities work, coordinate as required by use of special telephone number shown on engineering drawings.
  - 7. Site storage for all existing benches, signals, light poles, fire hydrants, manhole covers and grates to be relocated.
- C. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a professional transition to adjacent new items of construction.

**1.02 RELATED REQUIREMENTS**

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

**1.03 ALTERATIONS, CUTTING AND PROTECTION**

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

## SECTION 01031 ALTERATION PROJECT PROCEDURES

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

### PART 2 - PRODUCTS

#### 2.01 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

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

### PART 3 - EXECUTION

#### 3.01 PERFORMANCE

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

#### 3.02 DAMAGED SURFACES

- A. Patch and replace any portion of an existing finished surface which is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.
  1. Provide adequate support of substrate prior to patching the finish.
  2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
  3. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.

#### 3.03 TRANSITION FROM EXISTING TO NEW WORK

NE 27th Ave and NE 16th St Stormwater Improvements  
City of Pompano Project No. 19-352  
CMA Project No. 092.066

**SECTION 01031**  
**ALTERATION PROJECT PROCEDURES**

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

**3.04 CLEANING**

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

**3.05 MEASUREMENT AND PAYMENT**

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

**END OF SECTION 01031**

**SECTION 01045  
CUTTING AND PATCHING****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

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

**1.02 RELATED REQUIREMENTS**

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

**1.03 SUBMITTALS**

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

## SECTION 01045 CUTTING AND PATCHING

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

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

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

### PART 3 - EXECUTION

#### 3.01 INSPECTION

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

#### 3.02 PREPARATION

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

**SECTION 01045**  
**CUTTING AND PATCHING**

**3.03    PERFORMANCE**

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

**3.04    MEASUREMENT AND PAYMENT**

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

**END OF SECTION 01045**

**SECTION 01050  
FIELD ENGINEERING****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. CONTRACTOR shall provide and pay for field Engineering and Survey services, including Auto CAD 2005 (or approved equal) capabilities, required for the project except as noted below in paragraph 1.04.
- B. ENGINEER will identify existing control points and property line corner stakes indicated on the drawings, as required.

**1.02 RELATED REQUIREMENTS**

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

**1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. Qualified Engineer or registered Land Surveyor, acceptable to ENGINEER and CITY.

**1.04 SURVEY REFERENCE POINTS**

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

**1.05 PROJECT SURVEY REQUIREMENTS**

- A. CONTRACTOR's surveyor shall establish a minimum of two permanent benchmarks on site, referenced to data established by survey control points.
- B. CONTRACTOR shall establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:



**SECTION 01050  
FIELD ENGINEERING**

1. Stakes for grading and fill placement.
  2. Controlling lines and levels as required.
  - C. From time to time, verify layouts by same methods.
- 1.06 RECORDS
- A. Maintain a complete, accurate log and Auto CAD 2005 (or approved equal) electronic drawing of all control and survey work as it progresses.
  - B. On completion of construction work, prepare a certified survey showing all dimensions, locations and elevations of project.
- 1.07 SUBMITTALS
- A. Submit name and address of Surveyor and Professional Engineer to CITY'S Representative at preconstruction conference.
  - B. Submit serial number of Auto CAD 2005 software (or approved equal) to CITY'S Representative at preconstruction conference.
  - C. Submit documentation to verify accuracy of field Engineering work on a monthly basis.
  - D. Submit certificate signed by Registered Engineer or Surveyor certifying that elevation and locations of work are in conformance, or non-conformance, with Contract Documents.

PART 2 - PRODUCTS (Not Applicable)PART 3 - EXECUTION3.01 MEASUREMENT AND PAYMENT

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

END OF SECTION 01050

**SECTION 01060**  
**REGULATORY REQUIREMENTS & PERMITS**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. CONTRACTOR shall comply with all building codes appropriate to the project, including those of:
  - 1. National Electric Code.
  - 2. Unified Building Code.
- B. CONTRACTOR shall comply with these codes, laws, regulations, rules, directives of all agencies, boards, districts, and governmental bodies having jurisdiction.
- C. CONTRACTOR shall obtain and pay the cost of all building permits, fees, tie-in or connection charges associated with the project.
- D. Any and all engineering permits have been obtained from the Agencies listed below by the CITY. The CONTRACTOR is responsible for compliance with any and all permit conditions. In the event that the CITY must obtain permits in addition to those listed below, the CONTRACTOR shall not have any claim for damages arising from any delay caused by the CITY'S obtaining said additional permits.
  - 1. Broward County Environmental Protection and Growth Management Department
  - 2. Broward County Traffic Engineering Permit
  - 3. South Florida Water Management District – Water Use, Dewatering Permit
- E. The CONTRACTOR shall be responsible for obtaining the following permits as required:
  - 1. CITY Building Permit
  - 2. CITY Tree Removal Permit
  - 3. FDEP NPDES Notice of Intent

**1.02 RELATED REQUIREMENTS**

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

**1.03 MEASUREMENT AND PAYMENT**

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

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

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

**END OF SECTION 01060**

**SECTION 01070**  
**ABBREVIATIONS OF INSTITUTIONS**

**PART 1 GENERAL**

**1.01 GENERAL**

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

**1.02 ABBREVIATIONS**

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

## SECTION 01070 ABBREVIATIONS OF INSTITUTIONS

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

**SECTION 01070**  
**ABBREVIATIONS OF INSTITUTIONS**

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01070

## SECTION 01090 REFERENCE STANDARDS

### PART 1 GENERAL

#### 1.01 GENERAL

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

#### 1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.
- B. References herein to "Building Code" shall mean "Florida Building Code". Reference to "Uniform Building Code" shall mean Uniform Building Code of the International Conference of Building Officials (ICBO). Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.

## SECTION 01090 REFERENCE STANDARDS

- D. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.
- E. Applicable Standard Specifications: References in the Contract Documents to "Standard Specifications" or SSPWC shall mean the Standard Specifications for Public Works Construction, 1991 Edition.
- F. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- G. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- H. References to "Minimum Standards" shall mean Broward County Highway Construction and Engineering Services Division, Department of Public Works-Minimum Standards and Broward County Bureau of Water and Wastewater Services, Department of Public Works-Minimum Design and Construction Standards.

### 1.03 REGULATIONS RELATED TO HAZARDOUS MATERIALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01090



**SECTION 01152**  
**APPLICATIONS FOR PAYMENT**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Submit Applications for Payment to OWNER and ENGINEER in accordance with the schedule established by Conditions of the Contract and Agreement between OWNER and CONTRACTOR.

**1.02 RELATED REQUIREMENTS**

- A. Contract Between OWNER and CONTRACTOR: Progress Payments, Retainage and Final Payment.
- B. All applicable sections of the Specifications.

**1.03 FORMAT AND DATE REQUIRED**

- A. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, and continuation sheet G702A or equivalent.

**1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT**

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
  - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
  - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
    - a. Round off values to nearest dollar, or as specified for Schedule of Values.
  - 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
    - a. List by Change Order Number, and description, as for an original component item of work.

**1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS**

NE 27th Ave and NE 16th St Stormwater Improvements  
City of Pompano Project No. 19-352  
CMA Project No. 092.066

## SECTION 01152 APPLICATIONS FOR PAYMENT

- A. When the OWNER or the OWNER's Representative requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
  - 1. Project.
  - 2. Application number and date.
  - 3. Detailed list of enclosures.
- B. Submit one copy of data and cover letter for each copy of application.

### 1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 Contract Closeout.

### 1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to OWNER's Representative at the times stipulated in the Agreement.
- B. Number: Two copies of each Application.

### 1.08 "RED LINE" AS-BUILT INFORMATION

- A. Submit with each progress payment application "red-line" as-built information current to the date of the submittal date with verification by the OWNER's Representative.

### 1.09 OTHER PROVISIONS

- A. The CONTRACTOR'S Land Surveyor will measure all "As-built" quantities for payment. In the event of disputes as to quantity, the ENGINEER shall make the final determination; no additional compensation will be made for surveying services. A Florida Licensed Registered Land Surveyor shall supervise this work.
- B. The CONTRACTOR shall not be permitted to invoice for quantities of work beyond those contained in the contract and all previously approved change orders. Invoice for partial payment shall not be accepted by ENGINEER as complete without the following:
  - 1. Certificate of payment to subcontractors.
  - 2. Updated Construction Schedule: Five hard copies and one electronic copy.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01152

NE 27th Ave and NE 16th St Stormwater Improvements  
City of Pompano Project No. 19-352  
CMA Project No. 092.066

**SECTION 01200**  
**PROJECT MEETINGS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties, designated by CITY'S Representative.
- C. Attendance:
  - 1. The CONTRACTOR and its superintendent.
  - 2. ENGINEER and ENGINEER'S professional consultants.
  - 3. Resident Project Representative.
  - 4. Representatives of the CITY.

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5. Major subcontractors.
6. Major Suppliers.
7. Governmental representatives as appropriate.
8. Others as requested by CONTRACTOR, CITY or ENGINEER.

D. Suggested Agenda:

1. Distribution and discussion of:
  - a. List of major subcontractors and suppliers.
  - b. Projected Construction Schedules.
  - c. Shop drawings and other submittals.
  - d. Traffic maintenance plan.
  - e. Community Public Relations.
2. Critical work sequencing.
3. Procurement of major equipment and materials requiring a long lead time.
4. Project Coordination
  - a. Designation of responsible personnel.
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payment
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
  - a. Office, work and storage areas.
  - b. CITY'S requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety procedures.

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12. Security procedures.
13. Housekeeping procedures.

1.04 PROGRESS MEETINGS

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

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**PROJECT MEETINGS**

13. Pending changes and substitutions.
14. Review proposed changes for:
  - a. Effect on Construction Schedule and on completion date.
  - b. Effect on other contracts of the Project.
15. Other business.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

**SECTION 01311  
SCHEDULES AND REPORTS****PART 1 - GENERAL****1.01 GENERAL REQUIREMENTS**

- A. The Work under this Contract shall be planned, scheduled, executed, reported and accomplished using the Critical Path Method (hereinafter referred to as CPM), in calendar days, unless otherwise specifically provided in the Contract Documents.
- B. The primary objectives of the CPM scheduling requirements are: (1) to insure adequate planning and execution of the Work by CONTRACTOR; (2) to assist CITY and CONSULTANT in evaluating progress of the Work; (3) to provide for optimum coordination by CONTRACTOR of their trades, Subcontractors and Suppliers, and of their Work with the work or services provided by any separate Contractors; (4) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; and (5) to provide a mechanism or tool for use by the CITY, CONSULTANT and CONTRACTOR in determining and monitoring any actions of the CONTRACTOR which may be required in order to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Specific Dates specified in the Contract Documents.
- C. CONTRACTOR is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The construction Schedule shall represent the CONTRACTOR's best judgment of how they will prosecute the Work in compliance with the Contract requirements. CONTRACTOR shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
- D. CONTRACTOR shall consult with their principal Subcontractors and Suppliers relating to the preparation of their construction plan and Construction Schedule. Principal Subcontractors shall receive copies of those portions of CONTRACTOR's Construction Schedule, which relate to their work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When CONTRACTOR submits their Construction Schedule to the CITY or makes any proposed updates or revisions to such Schedule, CITY and CONSULTANT that CONTRACTOR has consulted with and has the concurrence of their principal Subcontractors and Suppliers will assume it. CONTRACTOR shall be solely responsible for ensuring that all Subcontractors and Suppliers comply with the requirements of the Construction Schedule for their portions of the Work.
- E. CONTRACTOR will provide the basic data relating to activities, durations and sequences of construction and shall develop and deliver to the CITY and CONSULTANT the draft of the Construction Schedule. This data shall reflect the CONTRACTOR's actual construction plan for the Project, and shall fully comply with all requirements of the Contract Documents.
- F. When there are separate Contractors working concurrently on the Project whose work must interface or be coordinated with the Work of CONTRACTOR, CONTRACTOR shall coordinate their activities with the activities of the separate Contractors and shall, prior to the submission of their Construction Schedule to the CITY and CONSULTANT, obtain written approval of their Construction Schedule by the separate Contractors. If CONTRACTOR is unable to obtain such written approval by the separate Contractors after their best efforts to do so, or if a conflict occurs that cannot be resolved by mutual agreement between CONTRACTOR and any separate



## SECTION 01311 SCHEDULES AND REPORTS

CONTRACTOR, the CITY shall make a determination of the schedule, which shall be binding upon CONTRACTOR and the separate Contractors.

- G. The CONTRACTOR shall be responsible for providing the services required for the basic drafting and computerization of CONTRACTOR's data for CONTRACTOR's initial Construction Schedule, in accordance with the requirements of this Contract. The CONTRACTOR shall use Primavera computer program for development and maintenance of the schedule.
- H. To carry out the intent of this Section, CONTRACTOR agrees that the orientation session, as described in Subparagraph 1.02-B, shall not be grounds for any claim by CONTRACTOR or any of their Subcontractors or Sub-Subcontractors of alleged interference, lack of cooperation, delay disruption, negligence or hindrance by CITY or CONSULTANT, and CONTRACTOR covenants not to sue therefore.
- I. It is understood and agreed that the Construction Schedule is to represent CONTRACTOR's best plan and estimate for the Work; however, CONTRACTOR acknowledges that the Construction Schedule may have to be revised from time-to-time as progress proceeds. CONTRACTOR further acknowledges and agrees that the CITY does not guarantee that: (1) CONTRACTOR can start work activities on the "early start" or "late start" dates or complete work activities on the "early finish" or "late finish" dates shown in the schedule, or as same may be updated or revised; (2) CONTRACTOR can proceed at all times in the sequence established by the utilization of only the resources and labor they initially plans for the performance of the work; (3) CONTRACTOR's Construction Schedule will not have to be modified in order to obtain the agreement of any separate Contractors to the schedule; or (4) CONTRACTOR's Construction Schedule will not have to be modified or changed by direction of the CITY. Any changes, modifications or adjustments made by CONTRACTOR to the Construction Schedule shall be in full compliance with all requirements of the Contract Documents.
- J. The CONTRACTOR acknowledges and agrees that their Construction Schedule must be flexible in order to accommodate and allow for their coordination with the operations of the CITY and the work of separate contractors relating to the Project. The CITY and CONSULTANT will review the CONTRACTOR's Construction Schedule for compatibility with CITY operations and the work of separate contractors. CONTRACTOR agrees to hold meetings with the CITY, CONSULTANT and separate contractors to resolve any conflicts between CONTRACTOR's Construction Schedule and the operations of the CITY or work of separate contractors. CONTRACTOR agrees to fully cooperate with CITY and separate contractors to resolve such conflicts and to revise their Construction Schedule as reasonable required.
- K. In order to maintain the orderly progress of the work performed on the Project, the CITY shall have the right to determine, in their sole discretion, the priority between the Work performed by CONTRACTOR and the work of any separate contractors or CITY'S operations; this decision shall be final and binding upon CONTRACTOR and shall not be a cause for extra compensation or an extension of time, except where an extension of time is granted because of a delay for which CONTRACTOR is otherwise entitled to an extension under the Contract Documents. Provided, however, that this right shall not be exercised by the CITY unless: (1) the determination is necessary, in the opinion of the CITY, because of Project conditions; and (2) CONTRACTOR and any separate contractors cannot otherwise agree upon such priority of schedule construed as relieving the CONTRACTOR of their obligation to cooperate with any separate contractors on the Project.

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- L. If CONTRACTOR's Construction Schedule indicates that CITY or a separate CONTRACTOR is to complete an activity or perform certain preceding work by a particular date, or within a certain duration, CITY or any separate contractor shall not be bound to said date or duration unless CITY expressly and specifically agrees in writing to same. The review and approval or acceptance by CITY of the Construction Schedule or any other schedule or plan of construction of CONTRACTOR, does not constitute an agreement by CITY of any start or finish date in the schedule or specific durations or sequences for activities of the CITY or any separate contractor; provided, however, that nothing herein shall be construed as modifying or changing, or excusing the performance of CONTRACTOR of required portions of the Work by the Specific Dates as set forth in the Contract Documents.
  
- M. The Specific Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the operations of the CITY, the work of separate contractors or others. Specific Dates are Contract requirements and are of the essence to this Contract and to the coordination of the Work by CONTRACTOR. Specific Dates represent the latest allowable start or completion time for those portions of the Work to which each Specific Date relates. The Specific Dates are not intended to be a complete listing of all Work under this Contract or of all interfaces with work performed by other separate contractors, the CITY or others. CONTRACTOR shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.
  
- N. It is understood and agreed that should the CITY and CONSULTANT provide CONTRACTOR, at CONTRACTOR's request, with any services, advice or counsel relating to the scheduling or coordination of the Work or any other matter that: (1) CITY and CONSULTANT shall not be liable to CONTRACTOR for any errors, omissions, negligence or deficiencies which may in any way occur because of same; (2) such services, advice or counsel are provided solely as aids in the development by CONTRACTOR of a representation of CONTRACTOR's actual construction plan and schedule in accordance with the requirements of the Contract Documents, and CITY and CONSULTANT shall not be liable to CONTRACTOR should CONTRACTOR rely on such services, advice or counsel to their detriment; (3) such services, advice or counsel shall not relieve CONTRACTOR of any responsibility under the Contract for all construction means, methods, techniques, coordinating all portions of the Work; and (4) any services provided by the CITY and CONSULTANT or the lack or alleged untimeliness thereof will not in any way take the place of or relieve the CONTRACTOR of full responsibility for compliance with all requirements of the Contract Documents, including, but not limited to the obligation to complete the Work within the Specific Dates set forth in Contract Documents.
  
- O. Approval or acceptance by the CITY of the CONTRACTOR's Construction Schedule, or any revisions or updates thereto, is advisory only and shall not relieve the CONTRACTOR of the responsibility for accomplishing each portion of the Work within each and every applicable Specific Date. Omissions and errors in the approved or accepted Construction Schedule, or any revisions or updates shall not excuse performance, which is not in compliance with the Contract. Approval by the CITY in no way makes the CITY an insurer of the reliability, accuracy or feasibility of the Construction Schedule nor liable for time or cost overruns flowing from such omissions or errors. It is understood and agreed that CONTRACTOR cannot rely upon any informal or constructive acquiescence or approval of the Construction Schedule by CITY has any right or power to agree to any schedule commitment or obligation on the part of CITY except as set forth expressly in the Contract Documents.

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- P. Should CONTRACTOR intend or plan to complete the Work, or any portion thereof, earlier than any applicable Specific Date or the Contract Time, CONTRACTOR shall give timely and reasonable notice of this fact to CITY and CONSULTANT. CITY shall have the sole discretion to agree to or reject such early completion plan by CONTRACTOR. CITY shall have no duty or obligation to agree to, or to cooperate with CONTRACTOR regarding any early completion plan or proposal by CONTRACTOR and shall not be liable for any damages of CONTRACTOR because of the rejection by CITY of said plan.
- Q. Unless otherwise specifically provided in the Contract Documents, CONTRACTOR acknowledges that CITY has contemplated in CITY'S planning and approval of the schedule, and in CITY'S budgeting for professional services, that the Work will be performed on a 5-day work week basis, utilizing a single 8-hour shift per day. CITY shall have the sole discretion of approving or rejecting a variance in the workweek, number of shifts, or shift length. Unless otherwise agreed by CITY, CONTRACTOR shall bear the cost of, and pay the CITY, for additional staff and supervisory personnel, including but not limited to the services of CONSULTANT necessary to support any variance in the contemplated work week, number of shifts or shift length.

### 1.02 POST AWARD ACTIVITIES

- A. Upon receipt by CONTRACTOR of the Notice to Proceed, and until the Construction Schedule is approved by the CITY, CONTRACTOR shall proceed with CONTRACTOR's Work in accordance with the Provisional Preliminary Network of CONTRACTOR which was included as part of the CONTRACTOR's bid.
- B. Orientation Session: CONTRACTOR shall, upon notification from the CITY, attend an orientation session relating to the Schedules and Reports requirements for this Project. This orientation meeting is designed to assist the CONTRACTOR in planning the Work and in developing the Construction Schedule. This session will normally be held within three (3) days after the date of the Notice to Proceed or the Notice of Award of Contract by CITY (whichever occurs first) and will be conducted by the CITY. CONTRACTOR shall arrange for CONTRACTOR's project manager and Superintendent, major Subcontractors and Suppliers, and any scheduling engineers that CONTRACTOR may employ to attend the orientation session.
- C. Among other things, the CITY and CONSULTANT will review: the objectives of the Schedules and Reports requirements; the procedures and requirements for the preparation of the Construction Schedule and Schedule of Values by CONTRACTOR; how the requirements of the Contract Documents will be monitored and enforced by the CITY; long-lead items and time requirements for work by Subcontractors will be identified. It is understood and agreed that the CONSULTANT has no authority to waive any requirements of the Contract Documents at this orientation meeting, and all requirements of the Contract Documents remain applicable to CONTRACTOR's work whether or not discussed at this session.
- D. Should CONTRACTOR or CONTRACTOR's principal Subcontractors and Suppliers fail or refuse to attend this orientation session, CITY shall have the right to terminate CONTRACTOR for default pursuant to the provisions of the General Contracts.

### 1.03 DRAFT OF CONSTRUCTION SCHEDULE

- A. Within fifteen (15) days of the orientation session, (even though CONTRACTOR may not have completed subcontractor negotiations and executed subcontracts) the CONTRACTOR, in  
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consultation with the CITY and CONSULTANT, shall complete a draft of CONTRACTOR's time-scaled network graphic and work schedule.

1. Except for procurement requirements, CONTRACTOR shall differentiate activities of the Schedule so that no single activity shown has a duration longer than fourteen (14) calendar days, unless the CITY, in CITY'S sole discretion, shall approve a longer duration for certain activities.
  2. The Construction Schedule shall represent the CONTRACTOR's best judgment and intended plan for completion of the Work in compliance with Specific Dates listed in the Contract Documents and the Contract Time. The Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate contractors, and interface dates with utility CITY'S, the CITY'S operations and others. The Construction Schedule shall anticipate all necessary labor and resources to accomplish the activities within the durations set forth in the Construction Schedule.
- B. CITY shall have seven (7) days to approve the draft schedule information and shall have the right to require the CONTRACTOR to modify any CONTRACTOR data or any portion of the CONTRACTOR's Construction Schedule, Schedule of Values or Recovery Schedule, as herein required, with CONTRACTOR bearing the expense thereof, which the CITY reasonably determines to be: (1) impracticable; (2) based upon erroneous calculations or estimates; (3) unreasonable; (4) required in order to ensure proper coordination by CONTRACTOR of the work of their Subcontractors and with the work or services being provided by any separate Contractors; (5) necessary to avoid undue interference with the CITY'S operations or those of any utility CITY'S or adjoining property CITY'S; (6) necessary to ensure completion of the Work by the Specific Dates set forth in the Contract Documents; (7) required in order for CONTRACTOR to comply with the requirements of the Contract Documents or (8) not in accordance with the CONTRACTOR's actual operations.
- C. The CITY and CONSULTANT will be available during normal working hours to consult with the CONTRACTOR should questions arise while the CONTRACTOR assembles the information required for the Construction Schedule. The CITY will pay for the reasonable costs for the CONSULTANT's time for this consultation.

### 1.04 CONSTRUCTION SCHEDULE

- A. Within ten (10) days after approval of the Construction Schedule draft by the CITY, based on the data submitted by the CONTRACTOR, the CONTRACTOR will provide a final draft time-scaled graphic network of activities and computer listing of all activities included in the Construction Schedule. The graphic representation and computer printouts shall be carefully reviewed by the CITY and CONSULTANT and discussed at a meeting with the CONTRACTOR for the purpose of finalizing the schedule. Any additions and/or deletions to these documents that are desired by the CITY will be brought to the attention of the CONTRACTOR within three (3) days. The CONTRACTOR shall, if consistent with the requirements of the Contract Documents, incorporate the CITY'S revisions and shall deliver the completed Construction Schedule and computer reports to the CITY and CONSULTANT for review and acceptance within seven (7) days.
- B. CONTRACTOR shall submit as a part of the data submitted to the CITY and CONSULTANT a narrative report indicating anticipated allocation by CONTRACTOR of the

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following resources and work shifts for each activity which they proposes to be utilized on the Project:

1. Labor resources;
2. Equipment resources;
3. Whether CONTRACTOR proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5-, 6- or 7-day workweek basis. If the CONTRACTOR chooses any work schedule other than the 8-hour day, 5-day workweek, and approved by the CITY, any overtime costs shall be borne by the CONTRACTOR.

### 1.05 SCHEDULE OF VALUES

- A. Within ten (10) days after completion of the Construction Schedule the CONTRACTOR shall submit to the CITY and CONSULTANT a Schedule of Values for review by the CITY and CONSULTANT, allocating a dollar value for the activities on the Construction Schedule. The dollar value for the activity shall be the cost of the work of the activity including labor, materials, and pro rata contribution of General Conditions requirements, overhead and profit. The sum of all activity costs shall equal the total Contract Sum. The CONTRACTOR shall revise the Schedule of Values as necessary to gain the approval of the CONSULTANT and the CITY.
- B. The activity cost for the Schedule of Values shall be coded with a cost code corresponding to the trade, subcontractor or Supplier performing the work so that subtotals for each division of the Work can be prepared.
- C. The Schedule of Values shall, in the best judgment of the CONTRACTOR, represent a fair, reasonable and equitable dollar (cost) allocation for each activity on the Construction Schedule.
- D. The CONTRACTOR will provide, within seven (7) days after approval of the Schedule of Values, a computer listing of all cost-loaded activities for CITY and CONSULTANT's review.

### 1.06 CONSTRUCTION SCHEDULE CONTENT

- A. The Construction Schedule shall consist of a time-scaled, detailed network graphic representation of all activities that are part of the CONTRACTOR's construction plan and an accompanying computerized mathematical analysis of these activities. The graphic network shall include, but not be limited to, the following information:
  1. Project Name
  2. Activities of completed work ready for use by next trade, CITY, etc.
  3. Activities relating to different areas of responsibility, such as subcontracted work, which is distinctly separate from that being done by the CONTRACTOR directly;
  4. Different categories of work as distinguished by craft or crew requirements;
  5. Different categories of work as distinguished by equipment requirements;



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6. Different categories of work as distinguished by materials;
  7. Distinct and identifiable subdivisions of work such as structural slabs, beams, columns;
  8. Locations of work within the Project that necessitates different times or crews to perform;
  9. Outage schedules for existing utility services that will be interrupted during the performance of the Work;
  10. Acquisition and installation of equipment and materials, supplies and/or installed by the CITY or separate contractors;
  11. Material to be sorted on site; and
  12. Specific Dates.
- B. For all major equipment and materials to be fabricated or supplied for the Project, the Construction Schedule shall show a sequence of activities including:
1. Preparation of Shop Drawings and sample submissions;
  2. A reasonable time for review of Shop Drawings and samples or such time as specified in the Contract Documents;
  3. Shop fabrication, delivery, and storage;
  4. Erection or installation; and
  5. Testing of equipment and materials.
- C. The Construction Schedule shall include late completion dates for the Work that is no later than the required Specific Dates. The time-scaled graphic network shall be drawn based upon the early start dates of activities shown on the graphic.
- D. All activity durations shall be given in calendar days.

**1.07 CONTRACTOR APPROVAL AND CERTIFICATION**

- A. Approval by CONTRACTOR of the drafting and computerization of the Construction Schedule and the Schedule of Values shall be signified by the CONTRACTOR by signing the following certification:

"The undersigned CONTRACTOR certifies that the Construction Schedule which is comprised of the graphic network of activities displayed on the sheets dated \_\_\_\_\_ and of the computerized mathematical reports dated \_\_\_\_\_ is CONTRACTOR's Construction Schedule as required by the Contract document; and that said Schedule is a true and accurate representation of CONTRACTOR's plan of construction for the Work and fully complies with the requirements of the contract Documents. The CONTRACTOR further certifies that CONTRACTOR will prosecute the Work in accordance with this Schedule, subject to any change therein which is implemented in accordance with the Contract Documents; and the undersigned acknowledges that this Schedule shall be the instrument by which progress of the Work shall be monitored, and

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together with the dollar value assigned to each activity, shall be the basis of monthly payments in accordance with the Contract documents; and CONTRACTOR certifies they have fully complied with all of the requirements of the Contract Documents relating to coordination of said Schedule with separate contractors."

### 1.08 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

- A. On or about the dates specified, CONTRACTOR shall arrange for CONTRACTOR's project manager and superintendent to meet at Project Site with the CITY and CONSULTANT to review CONTRACTOR's report of actual progress prepared by CONTRACTOR. Said report shall set forth up-to-date and accurate progress data, shall be based upon CONTRACTOR's best judgment and shall be prepared by CONTRACTOR in consultation with all principal Subcontractors and suppliers.
- B. The progress report of CONTRACTOR shall show the activities or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated completion dates for activities currently in progress.
- C. The CONTRACTOR will produce a computerized update work sheet for approval by the CITY as a part of this process.
- D. CONTRACTOR shall submit a narrative report with the updated progress analysis which shall include, but not be limited to a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
  - 1. A narrative describing actual work accomplished during the reporting period;
  - 2. A list of major construction equipment used on the Work during the reporting period and any construction equipment idle during the reporting period.
  - 3. The total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel;
  - 4. A labor and equipment forecast for the succeeding thirty (30) days, stating the total number of personnel by craft, and separately stating such total as to office, supervisory and field personnel;
  - 5. A list of CONTRACTOR supplied materials and equipment, indicating current availability and anticipated job site delivery dates;
  - 6. Changes or additions to CONTRACTOR's supervisory personnel since the preceding progress report.
- E. The CONTRACTOR will provide initial computer reports and monthly reports thereafter, in accordance with the following:
  - 1. Schedule Reports: Initial and subsequent Schedule Reports will contain the following minimum information for each activity:



## SECTION 01311 SCHEDULES AND REPORTS

- a. Activity number, description and estimated duration in days.
  - b. Early and late finish dates.
  - c. Percentage of each activity completed as of each report.
  - d. Remaining float/days behind schedule.
  - e. Responsibility for activity. Actual start and finish dates shall be indicated for each activity, as appropriate. Dummies and completed activities will be omitted from remaining Float and Late Start Sorts.
- 2. Cost Reports: Initial and subsequent Cost Reports will include the following information for each activity, sorted by trade activity:
  - a. Activity number and description;
  - b. Percentage of value of Work in place against total value;
  - c. Total cost of each activity;
  - d. Value of Work in place since last report;
  - e. Value of Work in place to date;
  - f. Value of uncompleted Work.
- 3. As part of the updating process, the CONTRACTOR'S computer will calculate, based upon progress data provided by CONTRACTOR and agreed to by the CITY, the value of work done for each activity based on percentage complete for each activity less the amount previously paid for past percentages completed. Summation of all values of each activity less the appropriate percent of retainage shall be the amount payable to the CONTRACTOR, provided that CONTRACTOR has complied with all requirements of the Contract Documents.
- F. CONTRACTOR shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by CONTRACTOR so that the progress of construction shall be maintained according to the currently approved Construction Schedule for the Work. CONTRACTOR shall notify the CITY and CONSULTANT in writing, and in a timely and reasonable manner, whenever CONTRACTOR determines or anticipates that the delivery date of any material or equipment to be furnished by CONTRACTOR will be later than the delivery date indicated by the Construction Schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.
- G. CONTRACTOR shall ensure that the critical path runs through on-site activities and that off-site activities do not control the critical path of the Construction Schedule.
- 1.09 INITIAL PROGRESS PAYMENT
  - A. The completed Construction Schedule, including the Schedule of Values, will be required for each Application for Payment. However, one initial provisional progress payment may be payable in the sole discretion of CITY if CITY determines the CONTRACTOR is complying with these Schedules and Reports provisions during the development of the Construction Schedule and Schedule of Values as required herein and represented to be true by the CONSULTANT. However, no more than one Application for Payment will be approved until all of the requirements of these Schedules and Reports provisions have been met.

### 1.10 RECOVERY SCHEDULE

NE 27th Ave and NE 16th St Stormwater Improvements  
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- A. Should the updated Construction Schedule show at any time during CONTRACTOR's performance, in the sole opinion of the CITY, that the CONTRACTOR is fourteen (14) or more days behind schedule for any Specific Date, or should CONTRACTOR be required to undertake actions under Paragraph 40 of the General Conditions hereof, the CONTRACTOR shall prepare a Recovery Schedule at no additional cost to the CITY (unless the CITY is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how CONTRACTOR intends to reschedule the Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period.
- B. If the CONTRACTOR believes that all of the time can be recovered during the subsequent pay period the CONTRACTOR will be permitted to prepare a Recovery Schedule as set forth below. However, if the CONTRACTOR believes it will take more than thirty (30) days to recover all of the lost time, CONTRACTOR shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements for a Schedule Revision.
  1. The CONTRACTOR shall prepare and submit to the CITY and CONSULTANT a one-month maximum duration Recovery Schedule, incorporating best available information from Subcontractors and others, which will permit return to Construction Schedule at the earliest possible time. The CONTRACTOR shall prepare a Recovery Schedule to same level of detail as the Construction Schedule for a maximum duration of one month. This Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
  2. Within two (2) days after submission of Recovery Schedule to the CITY and CONSULTANT, CONTRACTOR shall participate in a conference with the CITY and CONSULTANT to review and evaluate the Recovery Schedule. Within two (2) days of conference, the CONTRACTOR shall submit the revisions necessitated by the review for the CITY and CONSULTANT's review and approval. The CONTRACTOR shall use the approved Recovery Schedule as their plan for returning to the Construction Schedule.
  3. CONTRACTOR shall confer continuously with the CITY and CONSULTANT to assess the effectiveness of the Recovery Schedule. As a result of this conference, the CITY will direct the CONTRACTOR as follows:
    - a. If the CITY determines the CONTRACTOR is still behind the schedule the CITY will direct the CONTRACTOR to prepare a Schedule Revision and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the CITY as provided elsewhere in the Contract Documents.
    - b. If the CITY determines the CONTRACTOR has successfully complied with provisions of the Recovery Schedule, the CITY will direct the CONTRACTOR to return to the use of the approved Construction Schedule.

### 1.11 SCHEDULE REVISIONS

- A. Should CONTRACTOR desire to or otherwise be required under the Contract Documents to make modifications or changes in CONTRACTOR's method of operation, the sequence of Work

## SECTION 01311 SCHEDULES AND REPORTS

or the durations of the activities in the Construction Schedule, CONTRACTOR shall do so in accordance with the requirements of the Contract Documents. The CITY must approve revisions to the approved Construction Schedule in writing.

- B. CONTRACTOR shall submit requests for revisions to the Construction Schedule to the CITY and CONSULTANT, together with written rationale for revisions and description of logic for rescheduling work and maintaining the Specific Dates listed in the Contract Documents. Proposed revisions acceptable to the CITY will be incorporated into next update of Construction Schedule. CONTRACTOR shall pay the CITY for costs incurred by the CITY for the revisions.
- C. If there are separate contractors on the Project, prior to the submission by the CONTRACTOR of their proposed schedule revisions, CONTRACTOR shall meet with and gain written approval of the separate contractors to make the revisions which shall be evidenced by the signatures of said separate contractors on the proposed schedule revisions. If accepted by the CITY the revisions shall be binding upon CONTRACTOR and all separate contractors on the Project.
- D. In submitting any proposed schedule revisions to the CITY and CONSULTANT, CONTRACTOR shall submit therewith the following certification:

"The undersigned CONTRACTOR certifies that the proposed schedule revision to the Construction Schedule which comprised of the graphic network of activities displayed on the sheets dated \_\_\_\_\_ and of the computerized mathematical reports dated \_\_\_\_\_ is CONTRACTOR's schedule revision to the Construction Schedule as required by the Contract Documents; and that said schedule revision is a true and accurate representation of CONTRACTOR's plan to complete the Work, including all Change Orders that are in the CONTRACTOR's possession as of the foregoing date, and fully complies with the requirements of the Contract Documents. The CONTRACTOR further certifies that CONTRACTOR will prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents; and CONTRACTOR further certifies that CONTRACTOR has met and coordinated with and obtained the approval of said schedule revision by all separate contractors, as evidenced by CONTRACTOR's signature thereon; and CONTRACTOR further certifies they have fully complied with all of the requirements of the Contract Documents relating to coordination of said Schedule with separate contractors."

### 1.12 FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Construction Schedule. Float or slack time shown on the Construction Schedule is not for exclusive use or benefit of either the CITY, CONSULTANT or the CONTRACTOR and is available for use by either of them according to whichever first needs the use or benefit of the float to facilitate the effective use of available resources and to minimize the impact of project problems, delays or Changes in the Work which may arise during performance. CONTRACTOR specifically agrees that the CITY or CONSULTANT may use float time in conjunction with their review activities or to resolve for any modification of the Specific Dates or an extension of the Contract Time or a claim for additional compensation as a result of any Project problem.

## SECTION 01311 SCHEDULES AND REPORTS

- B. Float time shown on the Construction Schedule shall not be used arbitrarily by CONTRACTOR in a manner, which, in the opinion of the CITY and CONSULTANT, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the CITY. Any conflict between contractors, or schedules or available and/or necessary work of Contractors, which may result in a delay on that Contractor performing work on this Project, shall be referred to the CITY for resolution. If CONTRACTOR refuses to perform Work which is available and necessary to be performed in order to not delay any separate contractors and the CITY has provided resolution to any conflicts, the CITY may, regardless of the float shown on the Construction Schedule to be available for the path of activities which encompasses said Work, terminate the CONTRACTOR for default pursuant to the General Conditions of this Contract.

### 1.13 CONTRACTOR'S ORGANIZATION

- A. CONTRACTOR shall maintain as part of their organization, or hire a subcontractor with, a competent staff of sufficient size who are knowledgeable in the use, application and implementation of CPM as required by the Contract Documents. It shall be the responsibility of this staff to prepare input information for the Construction Schedule, monitor progress, provide input for updating and revising logic diagrams when necessary and otherwise assist the CONTRACTOR in fulfilling their obligations hereunder.

### 1.14 DEFAULT

- A. Failure of the CONTRACTOR to substantially comply with the requirements of this Section shall constitute a default by CONTRACTOR of CONTRACTOR's obligations under this Contract sufficient for termination of CONTRACTOR under the General Conditions of this Contract.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

### 3.01 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All work required in connection with Schedules and Reports shall be included in the bid price for all other work.

### END OF SECTION 01311

**SECTION 01340**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Submit Shop Drawings, Product Data and Samples required by the Contract Documents.

**1.02 RELATED REQUIREMENTS**

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.
- C. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.

**1.03 SHOP DRAWINGS**

- A. Drawings shall be presented in readable and thorough condition.
1. Drawing size shall be in standard sizes 8½" X 11" through 24" X 36" as appropriate for detail.
  2. Details shall be identified by reference to CITY Project Number, sheet, detail, specification section, equipment numbers, I. D. numbers and schedule numbers shown on Contract Drawings.

**1.04 PRODUCT DATA**

- A. Preparation
1. Clearly mark each copy to identify pertinent products or models.
  2. Show performance characteristics and capacities.
  3. Show dimensions and clearances required.
  4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
1. Modify drawings and diagrams to delete information, which is not applicable to the work.
  2. Supplement standard information to provide information specifically applicable to the work.

**1.05 SAMPLES**

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:

**SECTION 01340**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

1. Functional characteristics of the product with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

**1.06 CONTRACTOR RESPONSIBILITIES**

- A. Review Shop Drawings, Product Data and Samples prior to submission.
- B. Determine and verify:
  1. Field measurements.
  2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the work and of the Contract Documents.
- D. Notify the CITY'S Representative in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- E. Begin no fabrication or work, which requires submittals until return of submittals with CITY'S Representative or ENGINEER's approval.

**1.07 SUBMISSION REQUIREMENTS**

- A. CONTRACTOR shall furnish to the ENGINEER for review, 4 copies of each shop drawing submittal. The term "Shop Drawing" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
- B. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER. In any case, every separate item submitted for shop drawing approval will be uniquely numbered, between the submittal and transmittal for proper tracking.
- C. Except as may otherwise be indicated herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within ten (10) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The CITY reserves the right to withhold monies due the contractor to cover additional costs of the ENGINEER's review beyond the second submittal. The ENGINEER's maximum review period for each submittal, including all resubmittals, will be 10 days per submittal. In other



**SECTION 01340**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

words, for a submittal that required two resubmittals before it is complete, the maximum review period for that submittal could be 30 days.

- D. If a copy of a submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN", formal revision and resubmission of said submittal will not be required.
- E. If a copy of a submittal is returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.
- F. If a submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT" or "AMEND-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- G. If a submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT", the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- H. Fabrication of an item shall be commenced only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either 'NO EXCEPTIONS TAKEN' or 'MAKE CORRECTIONS NOTED.'" Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.
- I. All CONTRACTOR shop drawing submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the ENGINEER of any CONTRACTOR submittals will be made for any items, which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- J. The ENGINEER's review of CONTRACTOR shop drawing submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.
- K. Shop Drawing Distribution: Shop drawings shall be reviewed by the ENGINEER and marked either as "NO EXCEPTIONS TAKEN, "MAKE CORRECTIONS NOTED," "AMEND - RESUBMIT", or "REJECTED-RESUBMIT." The distribution of processed shop drawings shall be as follows:
  - 1. Shop drawings marked "NO EXCEPTIONS TAKEN" or 'MAKE CORRECTIONS NOTED".
    - 1 copy returned to CONTRACTOR
    - 2 copies transmitted to CITY
    - 1 copy to remain with ENGINEER



**SECTION 01340**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

2. Shop drawings marked "AMEND-RESUBMIT" or "REJECTED-RESUBMIT"

2 copies returned to CONTRACTOR  
2 copies remain with the ENGINEER

L. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and Project number.
3. Contract identification.
4. The names of:
  - a. CONTRACTOR
  - b. Supplier
  - c. Manufacturer
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8" x 3" blank space for CONTRACTOR and CITY'S Representative ENGINEER's stamps.
12. CONTRACTOR's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

1.08 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by CITY'S Representative and resubmit until approved.
- B. Shop Drawings and Product Data:
  1. Revise initial drawings or data, and resubmit as specified for the initial submittal.

**SECTION 01340**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

2. Indicate any changes which have been made other than those requested by the CITY'S Representative.
- C. Samples: Submit new samples as required for initial submittal.
- 1.09 DISTRIBUTION
- A. Distribute reproduction of Shop Drawings and copies of Product Data, which carry the CITY'S Representative or ENGINEER's stamp of approval to:
    1. Job site file.
    2. Record Documents file.
    3. Other affected CONTRACTORS.
    4. Subcontractors
    5. Supplier or Fabricator.
  - B. Distribute samples which carry the CITY'S Representative or ENGINEER's stamp of approval as directed by the CITY'S Representative or ENGINEER.

1.10 CITY'S REPRESENTATIVE OR ENGINEER DUTIES

- A. Review submittals with reasonable promptness and in accord with schedule.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal, or approval of submittal.
- C. Return submittals to CONTRACTOR for distribution, or for resubmission.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

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

END OF SECTION 01340

**SECTION 01380**  
**CONSTRUCTION PHOTOGRAPHS**

PART 1 - GENERAL

1.01 GENERAL

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

1.02 RELATED REQUIREMENTS

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

1.03 PHOTOGRAPHY REQUIRED

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

1.04 COSTS OF PHOTOGRAPHY

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

1.05 DIGITAL PHOTOGRAPHY

- A. At CITY and ENGINEER's discretion, digital photography may be used for all construction photographs.

PART 2 PRODUCTS

2.01 PRINTS

NE 27th Ave and NE 16th St Stormwater Improvements  
City of Pompano Project No. 19-352  
CMA Project No. 092.066

## SECTION 01380 CONSTRUCTION PHOTOGRAPHS

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

### PART 3 - EXECUTION

#### 3.01 TECHNIQUE

- A. Factual presentation.
- B. Correct exposure and focus.
  - 1. High resolution and sharpness.
  - 2. Maximum depth-of-field.
  - 3. Minimum distortion.

#### 3.02 VIEWS REQUIRED

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

#### 3.03 DELIVERY OF PRINTS

- A. Deliver prints to the ENGINEER to accompany each Application for Payment.
- B. Distribution of prints as soon as processed, is anticipated to be as follows:
  - 1. CITY (one set).
  - 2. ENGINEER (two sets).
  - 3. Project Record File (one set to be stored by CONTRACTOR).
  - 4. CONTRACTOR (one set).

#### 3.04 MEASUREMENT AND PAYMENT

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

### END OF SECTION 01380

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

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

**1.02 INSPECTION AT PLACE OF MANUFACTURE**

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

**1.03 SAMPLING AND TESTING**

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

**1.04 INSPECTION AND TESTING LABORATORY SERVICE**

- A. Inspection and testing laboratory service shall comply with the following:
  - 1. CITY will approve of an independent firm to perform inspection and testing or will perform inspection and testing itself.
  - 2. The CITY or independent firm will perform inspections, testings, and other services specified in individual specification sections and as required by the ENGINEER.

**SECTION 01400  
QUALITY CONTROL**

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

**PART 2 - PRODUCTS** (Not Applicable)**PART 3 - EXECUTION****3.01 INSTALLATION**

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

**END OF SECTION 01400**

**SECTION 01410**  
**TESTING LABORATORY SERVICES**

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. All required testing services under the contract Documents shall be provided by the CONTRACTOR:
1. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
  2. Employment of the laboratory by the CONTRACTOR for specific testing shall in no way relieve the CONTRACTOR's obligations to perform the work of the Contract as specified.
  3. The CONTRACTOR shall pay for testing. The cost of any retesting necessitated by failure of materials or methods shall be deducted from the CONTRACTOR's monthly payment request.
  4. The following tests will be coordinated by the CONTRACTOR, as necessary.
    - a. Density
    - b. Proctor
    - c. LBR
    - d. Carbonate Content
    - e. Gradation
    - f. Plastic Index and Liquid Limit
    - g. Organic Content
    - h. Concrete Compressive Strength and Slump
    - i. Asphalt Extraction
    - j. Bacteriological testing

1.02 RELATED REQUIREMENTS

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

1.03 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E-329.
- C. Authorized to operate in the state in which the project is located.
- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of Natural Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.



**SECTION 01410**  
**TESTING LABORATORY SERVICES**

E. Testing Equipment

1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
  - a. National Bureau of Standards
  - b. Accepted values of natural physical constants

1.04 LABORATORY DUTIES

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

**SECTION 01410**  
**TESTING LABORATORY SERVICES**

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

**1.05 LIMITATION OF AUTHORITY OF TESTING LABORATORY**

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

**1.06 CONTRACTOR'S RESPONSIBILITIES**

- A. Cooperate with laboratory personnel and provide access to work.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes, which require control by the Testing Laboratory.
- D. Furnish copies of Products test reports as required.
- E. Furnish incidental labor and facilities:
1. To provide access to work to be tested
  2. To obtain and handle samples at the project site or at the source of the product to be tested
  3. To facilitate inspections and tests
  4. For storage of test samples
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.

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

**PART 3 - EXECUTION**

**3.01 MEASUREMENT AND PAYMENT**

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

**SECTION 01410**  
**TESTING LABORATORY SERVICES**

END OF SECTION 01410

**SECTION 01505  
MOBILIZATION****PART 1 GENERAL****1.01 GENERAL**

- A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving on to the site of all CONTRACTOR's equipment required for first month operations.
  2. Installing temporary construction power, wiring, and lighting facilities.
  3. Developing construction water supply.
  4. Providing all on-site communication facilities, including telephones and radio pagers.
  5. Arranging for and erection of CONTRACTOR's work, site access, and storage.
  6. Obtaining all required permits, including SFWMD dewatering permit, if necessary.
  7. Having all OSHA required notices and establishment of safety programs.
  8. Having the CONTRACTOR's superintendent at the job site full time.
  9. Submitting initial submittals.
  10. Audio-Visual preconstruction record as described in Section 01010.
  11. Project identification and signs.

**PART 2 - PRODUCTS (Not Applicable)****PART 3 - EXECUTION****3.01 PAYMENT FOR MOBILIZATION**

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

**END OF SECTION 01505**

**SECTION 01510  
TEMPORARY UTILITIES****PART 1 GENERAL****1.01 GENERAL REQUIREMENTS**

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

**1.02 JOB CONDITIONS**

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

**PART 2 - PRODUCTS (Not Applicable)****PART 3 - EXECUTION****3.01 INSTALLATION OF POWER DISTRIBUTION SYSTEM**

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

**3.02 INSTALLATION OF LIGHTING**

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

**3.03 WATER SUPPLY**

- A. General: The CITY will furnish reasonable quantities of water required by the CONTRACTOR in performance of the WORK under the Contract; however, the CONTRACTOR shall provide all facilities necessary to convey the water from the CITY -designated source to the points of use in

## SECTION 01510 TEMPORARY UTILITIES

accordance with the requirements of the Contract Document. The CONTRACTOR shall pay all permit and water charges.

- B. Potable Water: All drinking water on the site during construction shall be furnished by the CONTRACTOR and shall be bottled water or water furnished in acceptable metal dispensers. Notices shall be posted conspicuously throughout the site warning the CONTRACTOR's personnel that piped water may be contaminated.
- C. Water Connections: The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter (or approved equal), if required by the said authority, of a size and type acceptable to said authority and agency. The CONTRACTOR shall pay all permit and water charges.
- D. Removal of Water Connections: Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the agency owning the affected utility.

### 3.04 INSTALLATION OF SANITARY FACILITIES

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

### 3.05 INSTALLATION OF FIRE PROTECTION

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

### 3.06 MEASUREMENT AND PAYMENT

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

### END OF SECTION 01510

NE 27th Ave and NE 16th St Stormwater Improvements  
City of Pompano Project No. 19-352  
CMA Project No. 092.066

**SECTION 01520  
CONSTRUCTION AIDS****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

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

**1.02 RELATED REQUIREMENTS**

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

**PART 2 - PRODUCTS****2.01 MATERIALS, GENERAL**

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

**2.02 CONSTRUCTION AIDS**

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

**PART 3 - EXECUTION****3.01 PREPARATION**

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

**3.02 GENERAL**

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

**3.03 REMOVAL**



**SECTION 01520  
CONSTRUCTION AIDS**

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

3.04 MEASUREMENT AND PAYMENT

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

END OF SECTION 01520

**SECTION 01530**  
**PROTECTION OF EXISTING FACILITIES**

**PART 1 - GENERAL**

**1.01 GENERAL**

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

**1.02 RIGHTS-OF-WAY**

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

**1.03 PROTECTION OF STREET OR ROADWAY MARKERS**

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

**1.04 RESTORATION OF PAVEMENT**

## SECTION 01530 PROTECTION OF EXISTING FACILITIES

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

### 1.05 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary. The CONTRACTOR shall be required to TV the existing sewer lines both before and after work is done in the area to ensure that existing utilities are not damaged by construction.
- B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the CITY to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or

## SECTION 01530 PROTECTION OF EXISTING FACILITIES

improvement in a manner satisfactory to the ENGINEER and the CITY of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- D. CITY'S Right of Access: The right is reserved to the CITY and to the CITY'S of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- E. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR with material approved by the ENGINEER and the CITY.
- F. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra work contained in the General Conditions.
- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of the General Conditions.
- H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement CITY and the ENGINEER before being concealed by backfill or other work.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the CITY of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- J. Existing Water Services: CONTRACTOR shall protect and provide temporary support for existing water services. Any water service damaged by the CONTRACTOR, shall be replaced at the CONTRACTOR's expense, with a new water service complete with new water main tap (or approved equal).

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

## SECTION 01530 PROTECTION OF EXISTING FACILITIES

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

### 1.07 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. The CONTRACTOR shall also notify the Sunshine State One Call Center 1-800-432-4770 at least 2 days, but no more than 14 days, prior to such excavation. The CONTRACTOR will also be required to notify BCTE and any utility companies of any conflict located within the project limits within 30 days.

## PART 2 - PRODUCTS

### 2.01 MATERIALS, GENERAL

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

### 2.02 FENCING

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

### 2.03 BARRIERS

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

## PART 3 - EXECUTION

NE 27th Ave and NE 16th St Stormwater Improvements  
City of Pompano Project No. 19-352  
CMA Project No. 092.066

**SECTION 01530**  
**PROTECTION OF EXISTING FACILITIES**

3.01 GENERAL

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

3.02 TREE AND PLANT PROTECTION

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

3.03 REMOVAL

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

3.04 MEASUREMENT AND PAYMENT

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

END OF SECTION 01530



**SECTION 01550**  
**SITE ACCESS AND STORAGE**

PART 1 - GENERAL

1.01 HIGHWAY LIMITATIONS:

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

1.02 TEMPORARY CROSSINGS:

- A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary, construction precludes such access for reasonable periods of time.
- B. Temporary Bridges: Wherever necessary, the CONTRACTOR shall provide suitable temporary bridges or steel plates (or approved equal) over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates (or approved equal), which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates (or approved equal) for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates (or approved equal), or shall submit designs to said authority for approval, as may be required.
- C. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.
- D. Traffic Control: For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of Broward County and the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).



## SECTION 01550 SITE ACCESS AND STORAGE

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

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

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

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

### 1.03 CONTRACTOR'S WORK AND STORAGE AREA:

- A. The CONTRACTOR shall designate and arrange for the use of a portion of the property, adjacent to the WORK for its exclusive use during the term of the Contract as storage and shop area for its construction operations relative to this Contract.
- B. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.
- C. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
  - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
  - 2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
  - 3. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.

**SECTION 01550**  
**SITE ACCESS AND STORAGE**

4. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the site.
5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
6. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

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

END OF SECTION 01550

**SECTION 01560  
TEMPORARY CONTROLS****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

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

**1.02 RELATED REQUIREMENTS**

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

**1.03 NOISE CONTROL**

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

**1.04 DUST CONTROL**

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

**1.05 WATER CONTROL**

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

**1.06 PEST CONTROL**

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

## SECTION 01560 TEMPORARY CONTROLS

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

### 1.07 RODENT CONTROL

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

### 1.08 DEBRIS CONTROL

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

### 1.09 POLLUTION CONTROL

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 City of Pompano Project No. 19-352  
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## SECTION 01560 TEMPORARY CONTROLS

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

### 1.10 EROSION CONTROL

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

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be

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**SECTION 01560**  
**TEMPORARY CONTROLS**

included in the price of all other work.

END OF SECTION 01560

**SECTION 01570  
TRAFFIC REGULATIONS****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

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

**1.02 RELATED REQUIREMENTS**

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

**1.03 TRAFFIC SIGNALS AND SIGNS**

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

**1.04 FLAGPERSON**

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

**1.05 FLARES AND LIGHTS**

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

**1.07 HAUL ROUTES**

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



**SECTION 01570**  
**TRAFFIC REGULATIONS**

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

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

END OF SECTION 01570

**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

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

1.03 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to CITY'S Representative. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with CITY'S Representative for further instructions.
  2. Do not proceed with work without clear instructions.

**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

**1.04 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site. Products shall be delivered to the job site on an "as needed" basis.
  - 1. Deliver products in undamaged condition, in manufacturers' original containers or packaging, with identifying labels intact with legible markings.
  - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
  - 3. Pipe and materials shall not be strung out along installation routes for longer than two (2) weeks prior to installation.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.
- C. Coordinate deliveries to avoid conflict with Work and conditions at site:
  - 1. Work of other contractors, or CITY.
  - 2. Limitations of storage space.
  - 3. Availability of equipment and personnel for handling products.
  - 4. CITY'S use of premises.
- D. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- E. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- F. Immediately on delivery, inspect shipment to assure:
  - 1. Product complies with requirements of Contract Documents and reviewed submittals.
  - 2. Quantities are correct.
  - 3. Containers and packages are intact, labels are legible.
  - 4. Products are properly protected and undamaged.
- G. Provide equipment and personnel necessary to handle products, including those provided by CITY, by methods to prevent soiling or damage to products or packaging.

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**MATERIAL AND EQUIPMENT**

- H. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- I. Handle products by methods to prevent bending or overstressing.
- J. Lift heavy components only at designated lifting points.

**1.05 STORAGE**

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

**1.06 MAINTENANCE OF STORAGE**

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
  - 1. State of storage facilities is adequate to provide required conditions.
  - 2. Required environmental conditions are maintained on continuing basis.
  - 3. Surfaces of products exposed to elements are not adversely affected.
    - a. Any weathering of products, coatings and finishes is not acceptable under requirements of Contract Documents.

**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

1.07 PROTECTION AFTER INSTALLATION

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

1.08 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Limitations on substitutions.

**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

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

**B. Products List**

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

**C. Contractors Options**

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

**D. Substitutions**

1. For a period of 15 days after Contract Date, ENGINEER will consider written request from CONTRACTOR for substitution of products.
2. Identify product by specification Section and Article Numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
3. List similar projects using product, dates of installation, and names of ENGINEER and CITY.
4. List availability of maintenance services and replacement materials.
5. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
  - a. Comparison of the qualities and performance of the proposed substitution with that specified.

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

E. Contractors Representation:

- 1. A request for a substitution constitutes a representation that CONTRACTOR:
  - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
  - b. Will provide the same guarantees or bonds for the substitution as for the product specified.
  - c. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
  - d. Waives all claims for additional costs, under CONTRACTOR'S responsibility, which may subsequently become apparent.

F. Submittal Procedures



**SECTION 01600**  
**MATERIAL AND EQUIPMENT**

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

**SECTION 01700  
CONTRACT CLOSEOUT****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the work.

**1.02 RELATED REQUIREMENTS**

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

**1.03 SUBSTANTIAL COMPLETION**

- A. When CONTRACTOR considers the work is substantially complete, CONTRACTOR shall submit to CITY'S Representative:
  - 1. A written notice that the work, or designated portion thereof is substantially complete.
  - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, CITY'S Representative and ENGINEER will make an inspection to determine the status of completion.
- C. Should CITY'S Representative determine that the work is not substantially complete:
  - 1. CITY'S Representative will promptly notify the CONTRACTOR in writing, giving the reasons therefore.
  - 2. CONTRACTOR shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the CITY'S Representative.
  - 3. CITY'S Representative and ENGINEER will reinspect the work.
- D. When CITY'S Representative and ENGINEER concur that the work is substantially complete, CITY'S Representative will:
  - 1. Prepare a Letter of Substantial Completion accompanied by CONTRACTOR's list of items to be completed or corrected, as verified and amended by the CITY'S Representative.

**1.04 FINAL INSPECTION**

- A. When CONTRACTOR considers the work is complete, CONTRACTOR shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected for compliance with Contract Documents.

**SECTION 01700**  
**CONTRACT CLOSEOUT**

3. Work has been completed in accordance with Contract Documents.
  4. Equipment and systems have been tested in the presence of the CITY'S Representative and are operational.
  5. Work is completed and ready for final inspection.
- B. CITY'S Representative and ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should CITY'S Representative and ENGINEER consider that the work is incomplete and defective:
1. CITY'S Representative will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work.
  2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to CITY'S Representative that the work is complete.
  3. CITY'S Representative and ENGINEER will reinspect the work.
- B. When the CITY'S Representative finds that the work is acceptable under the Contract Documents, CITY'S Representative shall request the CONTRACTOR to make closeout submittals.

1.05 REINSPECTION FEES

- A. Should CITY'S Representative perform re-inspections due to failure of the work to comply with the claims of status of completion made by the CONTRACTOR:
1. CITY will compensate CITY'S Representative and ENGINEER for such additional services.
  2. CITY will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO CITY'S REPRESENTATIVE

- A. Evidence of compliance with requirements of governing authorities.
1. Certificate of Occupancy.
  2. Certificates of Inspection.
    - a. Mechanical
    - b. Electrical
    - c. Other, as may be required.

- B. Project Record Documents: To requirements of Section 01720.

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**SECTION 01700**  
**CONTRACT CLOSEOUT**

- C. Guarantees and Bonds: To requirements of Section 01740.
- D. Evidence of Payment and Release of Liens: To requirements of General and Supplementary General Conditions.
- E. Certificate of Insurance for Products and Completed Operations.

**1.07 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit a final statement of accounting to CITY'S Representative.
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders.
    - b. Allowances.
    - c. Unit Prices.
    - d. Deductions for uncorrected work.
    - e. Penalties and Bonuses.
    - f. Deductions for liquidated damages.
    - g. Deductions for reinspection payments.
    - h. Other adjustments.
  - 3. Total Contract Sum, as required.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. CITY'S Representative will prepare a final Change Order, reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

**1.08 FINAL APPLICATION FOR PAYMENT**

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract. At minimum, final payment will be contingent upon the CONTRACTOR producing the following:
  - As-Builts Record Drawings,
  - Consent of Surety, and
  - Release of Liens.

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

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

**END OF SECTION 01700**

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**SECTION 01710  
CLEANING****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the General Conditions.

**1.02 RELATED REQUIREMENTS**

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

**1.03 DISPOSAL REQUIREMENTS**

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by cleaning material manufacturer.

**PART 3 - EXECUTION****3.01 DURING CONSTRUCTION**

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- C. The CITY'S Representative reserves the right to direct the CONTRACTOR to remove waste materials
- D. Mechanical Sweeping: CONTRACTOR shall maintain on site a mechanical sweeping device for removing debris from existing, temporary and permanent pavement.

**3.02 DUST CONTROL**

- A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.

**SECTION 01710  
CLEANING**

- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

**3.03 FINAL CLEANING**

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Polish glossy surfaces to a clear shine.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- E. Prior to final completion, or CITY occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify the entire work is clean.
- F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this section.

**3.04 MEASUREMENT AND PAYMENT**

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

**END OF SECTION 01710**

**SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site of the CITY a record copy of:
1. Drawings (Auto CAD 2005 or approved equal)
  2. Specifications
  3. Addenda
  4. Change Orders and other modifications to the Contract.
  5. Approved Shop Drawings, Product Data and Samples.
  6. Field Test Records.

1.02 RELATED REQUIREMENTS

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

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR's office apart from documents used for construction.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by CITY'S Representative.

1.04 MARKING DEVICES

- A. Provide felt tip-marking pens for recording information in the color code designated by CITY'S Representative.

1.05 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

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



**SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction: (in Auto CAD 2005 format or approved equal)
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original Contract Drawings.
  - 6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.
- D. Specifications and Addenda; Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  - 2. Changes made by field order or by Change Order.

**1.06 AS-BUILT PLANS (RECORD DRAWINGS)**

- A. The CONTRACTOR shall maintain a full size (24"X36") field drawings and electronically in Auto CAD 2005 format (or approved equal) to reflect the "as-built" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a record set of "as-built" drawings on full-size, reproducible material. One set of full size design drawings on reproducible material will be furnished to the CONTRACTOR by the design ENGINEER at the current square foot price. No separate payment will be made for those "as-built" drawings.
- B. The cost of maintaining record changes, and preparation of the Record Drawings shall be included in the unit prices bid for the affected items. Upon completion of the work, the CONTRACTOR shall furnish the ENGINEER the reproducible "as-built" Drawings. The completed Record drawings shall be delivered to the ENGINEER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the ENGINEER.
- C. The completed (or final) record drawings shall be certified by a Professional Land Surveyor registered in the State of Florida. This certification shall consist of the surveyor's embossed seal bearing registration number, the surveyor's signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor.

**SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

- D. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:

1. Plans:

- a. Structure types, location with grade of rim and flow-line elevations.
- b. Sewer type, length, size and elevations.
- c. Utility type, length, size and elevation in conflict structures.
- d. All manholes, valves and hydrants within right-of-way.
- e. Spot (critical) elevations at plateaued intersections.
- f. Sewer laterals shall be stationed between manholes.

2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.

3. Sanitary Sewer, Water Main, and/or Drainage Plans: Location (horizontal and vertical) of all pipe lines, structures, fittings, valves and appurtenances.

4. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.

5. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the CONTRACTOR's responsibility to note these crossings on a daily basis and insure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.

6. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.

7. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 of the Florida Administrative Code.

**NOTE:** For technical information on AutoCAD and GIS, please refer to the "Electronic As Built Requirements" located on the City Engineering Website: [http://pompanobeachfl.gov/pages/departments\\_directory/public\\_works/engineering\\_division/engineering\\_division.html.php](http://pompanobeachfl.gov/pages/departments_directory/public_works/engineering_division/engineering_division.html.php)

- E. The CONTRACTOR shall submit one set of progress record drawings with each application for payment. This drainage shall accurately depict the work completed and for which payment is being requested.

1.07 SUBMITTAL

- A. At Contract closeout, deliver Record Documents including electronic file drawing in Auto CAD 2005 format (or approved equal) to CITY'S Representative, or presentation to the CITY.
- B. A complete set of "As-Built" Drawings shall be prepared in electronic (Auto CAD 2005 or approved equal) and hardcopy formats and delivered to the CITY'S Representative for the CITY.

**SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

Work shall be performed by a registered land surveyor and shall include, but not be limited to the following:

1. Valve boxes, splice boxes, pull boxes, all underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, finished necessary grades, benches, curbs, fences walls signs, light fixtures and other items as necessary.

C. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.
2. Project title and number.
3. CONTRACTOR's name and address.
4. Title and number of each Record Document.
5. Signature of CONTRACTOR or CONTRACTOR'S authorized representative.

1.08 "RED LINE" AS-BUILT INFORMATION

- A. Submit with each progress payment application "red-line" "As-Built" Drawings current to the date of the submittal date with verification by the CITY'S Representative.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

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

END OF SECTION 01720

**SECTION 01740  
GUARANTEES AND BONDS****PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Compile specified guarantees and bonds.
- B. Compile specified services and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to CITY'S Representative for review and transmittal to CITY.

**1.02 RELATED REQUIREMENTS**

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

**1.03 SUBMITTAL REQUIREMENTS**

- A. Assemble guarantees, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and Subcontractors.
- B. Number of original signed copies required: Three each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product or work item.
  - 2. Firm, with name of principal, address and telephone number.
  - 3. Scope.
  - 4. Date of beginning warranty, bond or service and maintenance contract.
  - 5. Duration of warranty, bond or service maintenance contract.
  - 6. Provide information for CITY'S personnel:
    - a. Proper procedure in case of failure.
    - b. Instances, which might affect the validity of warranty or bond.
  - 7. CONTRACTOR, name of responsible principal, address and telephone number.

**1.04 FORM OF SUBMITTALS**

- A. Prepare in triplicate packets.

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**SECTION 01740**  
**GUARANTEES AND BONDS**

B. Format:

1. Size 8-1/2 in. x 11 in., punch sheets for standard 3-ring binder. Fold larger sheets to fit into binders.
2. Cover: Identify each packet with typed or printed title "GUARANTEES AND BONDS". List:
  - a. Title of Project.
  - b. Name of CONTRACTOR.

C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.05 TIME OF SUBMITTALS

- A. Make submittals within ten days after Date of Substantial Completion, prior to final request for payment.
- B. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of guarantee period.

1.06 SUBMITTALS REQUIRED

- A. Submit guarantees, bonds, and service and maintenance contracts for periods other than one year as specified in respective specific sections of the Specifications, (if applicable).
- B. The General CONTRACTOR shall submit on the entire Project the one-year guarantee as per AIA, Document A-201 General Conditions, (except for certain portions of the work, where longer periods of time are specified in the specific applicable sections of the Specifications).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

3.01 MEASUREMENT AND PAYMENT

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

END OF SECTION 01740

**SECTION 02010**  
**SUBSURFACE INVESTIGATION**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the subsurface investigation work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".
- B. The subsurface investigation for conditions of the project site is the sole responsibility of the CONTRACTOR. In preparing the Bid, the CONTRACTOR shall make all subsurface or surface investigations necessary to provide proper background and knowledge to determine the nature and extent of work required.
- C. CITY or CITY'S Representative provides no subsurface information, and makes no warranties or guarantees concerning the nature of materials to be encountered on the site.

1.03 RELATED WORK

- A. Section 02110 - Clearing.
- B. Section 02200 - Earthwork.
- C. Section 02400 - Storm Drainage Facilities.
- D. All applicable sections under Divisions 1, 2, 3, and 4.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

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

END OF SECTION 02010

**SECTION 02050  
DEMOLITION****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

**1.02 WORK INCLUDED**

- A. Provide all labor, materials, necessary equipment and services to complete the site demolition work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

**1.03 RELATED WORK**

- A. Section 02200 - Earthwork.
- B. All applicable Sections under Divisions 1, 2, 3, and 4.

**1.04 QUALITY ASSURANCE**

- A. CONTRACTOR Qualifications: Minimum of five years experience in demolition of comparable nature.
- B. Requirements of All Applicable Regulatory Agencies:
  - 1. All applicable Building Codes and other Public Agencies having jurisdiction upon the work.

**1.05 SUBMITTALS**

- A. Permits and notices authorizing building demolition.
- B. Certificates of severance of utility services.
- C. Permit for transport and disposal of debris.
- D. Demolition procedures and operational sequence for review and acceptance by ENGINEER.

**1.06 JOB CONDITIONS**

- A. Existing Conditions
  - 1. The demolition work shall be done as indicated on the construction plans.
  - 2. Remove all demolition debris from the site the same day the work is performed. Leave no deposits of demolished material on site over night.
  - 3. Structural demolition, excavation, backfill and compaction as indicated in drawings.



## SECTION 02050 DEMOLITION

### B. Protection:

1. Erect barriers, fences, guardrails, enclosures, and shoring to protect personnel, structures, and utilities remaining intact.
2. Protect designated trees and plants from damages.
3. Use all means necessary to protect existing objects and vegetation designated to remain, and, in the event of damage, immediately make all repairs, replacements and dressings to damaged plants necessary, to the approval of the ENGINEER at no additional cost to the CITY.

### C. Maintaining Traffic:

1. Ensure minimum interference with roads, streets, driveways, sidewalks, and adjacent facilities.
2. Do not close or obstruct streets and sidewalks without written approval from the ENGINEER.
3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

### D. Dust Control:

1. Use all means necessary for preventing dust from demolition operations from being a nuisance to adjacent property CITY'S. Methods used for dust control are subject to approval by the ENGINEER prior to use.

### E. Burning:

1. On-site burning will not be permitted.

## 1.07 GENERAL ITEMS

- A. Scope of work shall comprise the following: Provide all labor, materials, necessary equipment and services to complete the demolition and clearing work, as indicated on the contract plans, and as specified herein.
- B. The CONTRACTOR shall provide references to the CITY to demonstrate a minimum of five years experience in demolition of a comparable nature. Current occupational licenses held by CONTRACTOR shall be submitted to CITY.
- C. The CONTRACTOR shall be responsible for adherence to all applicable codes of all regulatory agencies having jurisdiction upon the works.

## 1.08 PRE-DEMOLITION MEETING

- A. A meeting shall be held with the CITY or CITY'S representative at the jobsite to describe intended demolition and cleaning procedures and schedules. This shall include identifying access routes for bringing necessary equipment in, removing debris from site, and designation of any trees, drives or other items to remain.

**SECTION 02050  
DEMOLITION****1.09 EXISTING CONDITIONS**

- A. The CONTRACTOR shall become thoroughly familiar with the site, and of existing utilities and their connections, and note all conditions, which may influence the work.
- B. By submitting a bid, the CONTRACTOR affirms that CONTRACTOR has carefully examined the site and all conditions affecting work. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.
- C. The CITY shall be responsible for removal of all hazardous materials such as asbestos, chemicals, etc., from the site prior to CONTRACTOR mobilizing on site. The CITY shall be notified immediately should the CONTRACTOR discover any further hazardous materials during demolition.

**PART 2 - PRODUCTS (Not Applicable)****PART 3 - EXECUTION****3.01 INSPECTION**

- A. Contractor shall verify that structures to be demolished are discontinued in use and ready for removal.
- B. Contractor shall not commence work until all conditions and requirements of all applicable public agencies are complied with.

**3.02 PREPARATION**

- A. Arrange for, and verify termination of utility services to include removing meters and capping lines.
- B. Notification: Notify the CITY at least three full working days prior to commencing the work of this Section.

**3.03 CLARIFICATION**

- A. The drawings do not purport to show all objects existing on the site.
- B. Before commencing the work of this Section, verify with the CITY all objects to be removed and all objects to be preserved.

**3.04 SCHEDULING**

- A. Schedule all work in a careful manner with all necessary consideration for the public and the CITY.
- B. Avoid interference with the use of, and passage to and from, adjacent facilities.

**3.05 DISCONNECTION OF UTILITIES**

NE 27th Ave and NE 16th St Stormwater Improvements  
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CMA Project No. 092.066

## SECTION 02050 DEMOLITION

- A. Before starting site operations, disconnect or arrange for the disconnection of all affected utility service.
  - 1. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Disconnect and stub off. Notify affected utility company in advance and obtain approval before starting this work.
  - 2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
  - 3. Place markers to indicate location of disconnected services.
  - 4. On-site drainage structures and drain fields shall be removed in their entirety by methods approved by the CITY'S representative.

### 3.06 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Utility Services: Maintain existing offsite utilities, keep in service, and protect against damage during demolition operations.
- B. Prevent movement or settlement of adjacent structures. Provide and place bracing or shoring and be responsible for safety and support of structures. Assume liability for such movement, settlement, damage, or injury.
- C. Cease operations and notify CITY immediately if safety of adjacent structures appears to be endangered. Take precautions to properly support structures. Do not resume operations until safety is restored.
- D. Prevent movement, settlement, damage, or collapse of adjacent services, sidewalks, driveways and trees. Assume liability for such movement, settlement, or collapse. Promptly repair damage at no cost to the CITY.
- E. Ensure safe passage of persons around areas of demolition.

### 3.07 MAINTAINING TRAFFIC

- A. Do not interfere with use of adjacent buildings and facilities. Maintain free and safe passage to and from. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed travel ways if required by governing authorities.

### 3.08 POLLUTION CONTROLS

- A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

## **SECTION 02050 DEMOLITION**

- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations as directed by the CITY or their representative or governing authorities. Return adjacent areas to condition existing prior to start of work.

### **3.09 INSPECTION AND PREPARATION**

- A. Verify that structures to be demolished are discontinued in use and ready for removal.
- B. Do not commence work until all conditions and requirements of all applicable public agencies are complied with.
- C. Arrange for, and verify termination of utility services to include removing meters and capping lines.
- D. The drawings do not purport to show all objects existing on the site; at the pre-demolition meeting before commencement of the work, verify with the CITY all objects to be removed and all objects to be preserved.

### **3.10 DEMOLITION**

- A. Pull out any existing utility lines designated for abandonment, irrigation, electrical lines, pull boxes and splice boxes, MAS'S and catch basins to be removed and all other objects designated to be removed or interfering with the work. Contact the utility company or agency involved for their requirements for performing this work. All removed equipment and materials shall be removed from the work area the same day as removed.
- B. Remove all debris from the site and leave the site in a neat, orderly condition to the full acceptance of the ENGINEER, or the CITY. No debris shall be left on the site over night.
- C. Clear and Grub and dispose of all trees, shrubs and other organic matter not otherwise addressed on tree removal and relocation plans and specifications.

### **3.11 DEMOLITION OF SITE STRUCTURES**

- A. Demolish all site structure items designated to be removed or which are required to be removed to perform the work. This item does not include buildings.

### **3.12 REMOVAL OF DEBRIS AND DISPOSAL OF MATERIAL**

- A. Material resulting from demolition and not scheduled for salvaging shall become the property of the CONTRACTOR and shall be removed from site and legally disposed of off-site. Disposal shall be timely, performed as promptly as possible and not left until the final cleanup. Material shall not be left on the job site for more than 60 days.
- B. Remove from site contaminated, vermin infested, or dangerous materials encountered and disposed of by safe means so as not to endanger health of workers and public.
- C. Burning of removed materials from demolished structures will not be permitted on-site.

### **3.13 COMPLETION OF WORK**

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CMA Project No. 092.066

**SECTION 02050  
DEMOLITION**

- A. Leave the site in a neat, orderly condition to the full acceptance of the CITY.
- B. Dirt remaining after demolition shall be graded level and compacted, in preparation for filling operations to follow demolition. Trenches shall be filled in layers of 12" maximum thickness and compacted in accordance with the technical specifications applicable to backfilling of trenches.

3.14 MEASUREMENT AND PAYMENT

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

END OF SECTION 02050

## SECTION 02110 CLEARING

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

#### 1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the clearing work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".
- B. Under this section, the CONTRACTOR shall do all clearing, grubbing, root-raking, and necessary clean-up operations in connection with the construction of the work and its related site work.
- C. The work shall consist of the removal and disposal of trees, stumps, roots, limbs, brush, fences, asphalt, etc. from all project areas as designated on the drawings as specified herein, and as directed by the ENGINEER on the site.
- D. The CONTRACTOR shall remove all refuse, asphalt pavement, concrete pavement, glass, metal, stone, plaster, lumber, paper materials, and any and all trash found in clearing and adjacent areas as directed by the ENGINEER.
- E. The CONTRACTOR shall furnish all services, labor, transportation, materials, and equipment necessary for the performance of these operations. All clearing and cleanup operations shall be accomplished to the complete satisfaction of the ENGINEER.
- F. The CONTRACTOR shall strip all existing topsoil and stockpile it on-site in locations approved by the CITY'S Representative. All topsoil material shall be stockpiled within a haul distance of 3,000 feet.

#### 1.03 RELATED WORK

- A. Section 02010 - Subsurface Investigation
- B. Section 02200 - Earthwork.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.01 TREE REMOVAL AND TREE PRESERVATION

- A. No trees shall be removed if located outside of the right-of-way and dedicated easement.
- B. Within the rights-of-way and easements, no trees with a trunk diameter of 3" or greater at 4-1/2" above grade shall be removed without the approval of the ENGINEER with the exception of

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**SECTION 02110  
CLEARING**

Australian Pines, Meleleuca or Florida Holly. Trees shall be evaluated on an individual basis in accordance with following:

- a. Type and size of tree.
  - b. Proximity to proposed and/or existing utility lines and/or exfiltration trench.
  - c. Change in adjacent grades for swale excavation.
  - d. Proximity to proposed sidewalk.
  - e. Proximity to proposed edge of roadway.
  - f. Living condition of the tree.
- C. If trees are determined to remain, Biobarrier shall be installed in accordance with the Biobarrier detail as shown on the Landscape Plans.
- 3.02 MEASUREMENT AND PAYMENT
- A. Measurement and payment for this item will be made per square yard and will include grading of swales per Section 02210.

END OF SECTION 02110



**SECTION 02140  
DEWATERING****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

**1.02 WORK INCLUDED**

- A. Provide all labor, materials, necessary equipment and services to complete the dewatering work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

**1.03 RELATED WORK**

- A. Section 02200 - Earthwork
- B. Section 02400 - Storm Drainage Facilities
- C. Section 02401 - Exfiltration Trench Drains
- D. Section 02221 - Excavation and Backfilling for Utilities
- E. Section 02601 - Subterranean Structures
- F. Section 02610 - Piping, General Section

**PART 2 - PRODUCTS****2.01 EQUIPMENT**

Dewatering, where required, may include the use of temporary reservoirs and diking, well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means. Standby pumping equipment must be maintained on the job site and operate within any local noise ordinance limits. All safety requirements, fencing, etc. shall be installed and maintained by the CONTRACTOR.

**PART 3 - EXECUTION****3.01 GENERAL REQUIREMENTS**

- A. The CONTRACTOR shall provide all equipment necessary for dewatering. It shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent workmen for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.
- B. Dewatering for structures and pipelines shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this Section or other requirements.

**SECTION 02140  
DEWATERING**

- C. At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations, water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.
- D. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
- E. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with pea rock at no additional cost to the CITY.
- F. The CONTRACTOR shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.
- G. The CONTRACTOR shall prevent flotation by maintaining a positive and continuous removal of water. The CONTRACTOR shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.
- H. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sand-packed and/or other means used to prevent pumping of fine sands or silts from the subsurface. A continual check by the CONTRACTOR shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.
- I. The CONTRACTOR is responsible for pot holing the sewer service laterals before well pointing. The CITY will mark the general location; however CONTRACTOR must visually verify the location.
- J. The CONTRACTOR shall dispose of water from the WORK in a suitable manner without damage to adjacent property. CONTRACTOR shall be responsible for obtaining any permits that may be necessary to dispose of water. No water shall be drained into work built or under construction without prior consent of the ENGINEER. Water shall be filtered using a silt box or another approved method to remove sand and fine-sized soil particles before disposal into any drainage system. The ENGINEER prior to being used shall approve dewatering disposal points. Storm drains used by the CONTRACTOR for dewatering shall be cleaned by a jet vac, or other method approved by the ENGINEER after dewatering is complete.
- K. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.
- L. Dewatering of trenches and other excavations shall be considered, as incidental to the construction of the WORK and all costs thereof shall be included in the various contract prices in the Bid Forms, unless a separate bid item has been established for dewatering.
- M. The CONTRACTOR shall submit a dewatering plan to the ENGINEER for review. The CONTRACTOR is advised that the Broward County Department of Planning and Environmental Protection (BCDPEP) and/or SFWMD may require that a dewatering plan, prepared by a State of

**SECTION 02140  
DEWATERING**

Florida licensed Professional Engineer or Registered Professional Geologist. The CONTRACTOR will be responsible for obtaining any necessary dewatering permit including but not limited to Broward County Department of Planning and Environmental Protection (BCDPEP) and SFWMD.

- N. The CONTRACTOR is advised that the BCDPEP may have identified contaminated sites within 1/4-mile radius of the project site. The CONTRACTOR may be required to provide testing and monitoring of the dewatering operations, and to institute dewatering methods and controls, as required by BCDPEP.

**3.02 QUALITY CONTROL**

- A. It shall be the sole responsibility of the CONTRACTOR to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.
- B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the CONTRACTOR.
- C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement, which may develop. The responsibility for conducting the dewatering operation in a manner, which will protect adjacent structures and facilities, rests solely with the CONTRACTOR. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the CONTRACTOR.

**3.03 CONTRACTOR SUBMITTALS**

Prior to commencement of excavation, the CONTRACTOR shall submit a detailed plan and operation schedule for dewatering of excavations. The CONTRACTOR may be required to demonstrate the system proposed and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times. The CONTRACTOR's dewatering plan is subject to review by the ENGINEER and regulatory agencies.

**3.04 MEASUREMENT AND PAYMENT**

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

**END OF SECTION 02140**

**SECTION 02200  
EARTHWORK****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

**1.02 WORK INCLUDED**

- A. Provide all labor, materials, necessary equipment and services to complete the Earthwork, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".
- B. Including but not necessarily limited to the following:
  - 1. Excavation, including demucking
  - 2. Backfilling
  - 3. Filling
  - 4. Grading, general site and building pads
  - 5. Compaction
- C. There shall be no classification of excavation for measurement of payment regardless of materials encountered.
- D. The work of this Section includes all earthwork required for construction of the WORK. Such earthwork shall include, but not be limited to, the loosening, removing, loading, transporting, depositing, and compacting in its final location of all materials wet and dry, as required for the purposes of completing the work specified in the Contract Documents, which shall include, but not be limited to, the furnishing, placing, and removing of sheeting and bracing necessary to safely support the sides of all excavation; all pumping, ditching, draining, and other required measures for the removal or exclusion of water from the excavation; the supporting of structures above and below the ground; all backfilling around structures and all backfilling of trenches and pits; the disposal of excess excavated materials; borrow of materials to makeup deficiencies for fills; and all other incidental earthwork, all in accordance with the requirement of the Contract Documents.

**1.03 RELATED WORK**

- A. Section 02050 - Demolition.
- B. Section 02210 - Site Grading.
- C. All applicable sections of Division 1, 2, 3, and 4.

**1.04 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

## SECTION 02200 EARTHWORK

A. Codes: All codes, as referenced herein, are specified in Section 01090, "Reference Standards".

B. Commercial Standards:

ASTM D 422	Method for Particle-Size Analysis of Soils.
ASTM D 698	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in (304.8-mm) Drop.
ASTM D 1556	Test Method for Density of Soil in Place by the Sand Cone Method.
ASTM D 1557	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in (457-mm) Drop.
ASTM D 1633	Test Method for Compressive Strength of Molded Soil-Cement Cylinders.
ASTM D 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
ASTM D 2487	Classification of Soils for Engineering Purposes.
ASTM D 2901	Test Method for Cement Content of Freshly-Mixed Soil-Cement.
ASTM D 2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
ASTM D 4253	Test Methods for Maximum Index Density of Soils Using a Vibratory Table.
ASTM D 4254	Test Methods for Minimum Index Density of Soils and Calculation of Relative Density.

### 1.05 SUBSOIL INFORMATION

A. There are no representations of any type made as to subsurface conditions.

### 1.06 SITE INSPECTION

A. CONTRACTOR shall visit the site and acquaint with all existing conditions. CONTRACTOR shall investigate the site and subsurface conditions with no cost to the CITY if CONTRACTOR chooses to. Such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the CITY'S Representative and ENGINEER.

### 1.07 TOPOGRAPHIC INFORMATION

**SECTION 02200  
EARTHWORK**

- A. The existing grades shown on the drawings are approximate only and no representation is made as to their accuracy or consistency. The CONTRACTOR shall verify all existing grades to the extent necessary to insure completion of the job to the proposed grades indicated on the drawings.

**1.08 DISPOSAL OF SURPLUS OR UNSUITABLE MATERIAL**

- A. Unsuitable material encountered during the course of construction shall be removed from the construction site at the expense of the CONTRACTOR. Unsuitable material shall not be stockpiled on-site. All suitable material shall be stockpiled on-site at areas designated by the ENGINEER.

**1.09 BENCH MARKS AND MONUMENTS**

- A. CONTRACTOR shall employ a registered surveyor to lay out lines and grades as indicated. A surveyor registered in the State of Florida shall establish benchmarks. Benchmarks shall be permanent and easily accessible and maintained and replaced if disturbed or destroyed. All benchmarks shall be NAVD.

**1.10 UTILITIES**

- A. Before starting site operations, disconnect or arrange for the disconnection of all utility services designated to be removed in accordance with Section 02050 "Demolition".
- B. Locate all existing active utility lines traversing the site and determine the requirements for their protection. Preserve in operating condition all active utilities adjacent to or traversing the site and/or designated to remain.
- C. Observe rules and regulations governing respective utilities in working under requirements of this section. Adequately protect utilities from damage, remove or replace as indicated, specified or required. Remove, plug or cap inactive or abandoned utilities encountered in excavation. Record the location of all utilities.

**1.11 QUALITY ASSURANCE**

- A. A SOILS ENGINEER may be retained by the CITY to observe performance of work in connection with excavating, filling, grading, and compaction. The CONTRACTOR shall re-adjust all work performed that does not meet technical or design requirements but make no deviations from the Contract documents without specific and written acceptance of the ENGINEER.
- B. Where soil material is required to be compacted to a percentage of maximum density, the maximum density at optimum moisture content will be determined in accordance with ASTM D 1557. Where cohesionless, free draining soil material is required to be compacted to a percentage of relative density, the calculation of relative density will be determined in accordance with ASTM D 4253 and D 4254. Field density in-place tests will be performed in accordance with ASTM D 1556, ASTM D 2922, or by such other means acceptable to the ENGINEER.
- C. In case the tests of the fill or backfill show non-compliance with the required density, the CONTRACTOR shall accomplish such remedy as may be required to insure compliance.

## SECTION 02200 EARTHWORK

Subsequent testing to show compliance shall be by a testing laboratory selected by the CITY and shall be at the CONTRACTOR's expense.

- D. Particle size analysis of soils and aggregates will be performed using ASTM D 422.
- E. Determination of sand equivalent value will be performed using ASTM D 2419.
- F. Unified Soil Classification System: References in these specifications to soil classification types and standards are set forth in ASTM D 2487. The CONTRACTOR shall be bound by all applicable provisions of said ASTM D 2487 in the interpretation of soil classifications.
- G. Requirements of all applicable building codes and other public agencies having jurisdiction upon the work.

### PART 2 - PRODUCTS

#### 2.01 SUITABLE FILL AND BACKFILL MATERIAL REQUIREMENTS

- A. General: Fill, backfill, and embankment materials shall be suitable selected or processed clean, fine earth, rock, or sand, free from grass, roots, brush, or other vegetation.
- B. Fill and backfill materials to be placed within 6 inches of any structure or pipe shall be free of rocks or unbroken masses of earth materials having a maximum dimension larger than 3 inches.
- C. Suitable Materials: Soils not classified as unsuitable as defined in Paragraph entitled, "Unsuitable Material" herein, are defined as suitable materials and may be used in fills, backfilling, and embankment construction subject to the specified limitations. In addition, when acceptable to the ENGINEER, some of the material listed as unsuitable may be used when thoroughly mixed with suitable material to form a stable composite.
- D. Suitable materials may be obtained from on-site excavations, may be processed on-site materials, or may be imported. If imported materials are required to meet the requirements of this Section or to meet the quantity requirements of the project the CONTRACTOR shall provide the imported materials at no additional expense to the CITY, unless a unit price item is included for imported materials in the bidding schedule.
- E. The following types of suitable materials are designated and defined as follows:
  - 1. Type A (one inch minus granular backfill): Crushed rock, gravel, or sand with 100 percent passing a 1-inch sieve and a sand equivalent value not less than 50.
  - 2. Type B (one half inch minus granular backfill): Crushed rock, gravel, or sand with 100 percent passing a 1/2-inch sieve and a sand equivalent value not less than 50.
  - 3. Type C (sand backfill): Sand with 100 percent passing a 3/8-inch sieve, at least 90 percent passing a number 4 sieve, and a sand equivalent value not less than 30.
  - 4. Type D (coarse rock backfill): Crushed rock or gravel with 100 percent passing a 1-inch sieve and not more than 10 percent passing a Number 4 sieve.



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**EARTHWORK**

5. Type E (pea gravel backfill): Crushed rock or gravel with 100 percent passing a 1/2-inch sieve and not more than 10 percent passing a Number 4 sieve.
6. Type F (coarse drainrock): Crushed rock or gravel meeting the following gradation requirements:

<u>Sieve Size</u>	<u>Percentage Passing</u>
2-inch	100
1-1/2-inch	90-100
1-inch	20-55
3/4-inch	0-15
No. 200	0-3

7. Type G (aggregate base): Crushed rock aggregate base material of such nature that it can be compacted readily by watering and rolling to form a firm, stable base for pavements. At the option of the CONTRACTOR, the grading for either the 1-1/2-inch maximum size or 3/4-inch maximum size shall be used. The sand equivalent value shall be not less than 22, and the material shall meet the following gradation requirements.

<u>Sieve Size</u>	<u>Percentage Passing</u>	
	<u>1-1/2 inch Max.</u>	<u>3/4-inch Max.</u>
2-inch	100	-
1-1/2 inch	90-100	-
1-inch	-	100
3/4-inch	50-85	90-100
No. 4	25-45	35-55
No. 30	10-25	10-30
No. 200	2-9	2-9

8. Type H (graded drainrock): Drainrock shall be crushed rock or gravel, durable and free from slaking or decomposition under the action of alternate wetting or drying. The material shall be uniformly graded and shall meet the following gradation requirements.

<u>Sieve Size</u>	<u>Percentage Passing</u>
1-inch	100
3/4-inch	90-100
3/8-inch	40-100
No. 4	25-40
No. 8	18-33
No. 30	5-15
No. 50	0-7
No. 200	0-3

The drainrock shall have a sand equivalent value not less than 75. The finish-graded surface of the drainrock immediately beneath hydraulic structures shall be stabilized to provide a firm, smooth surface upon which to construct reinforced concrete floor slabs. The CONTRACTOR shall use, at its option, one of the asphalt types listed below:

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**EARTHWORK**

	<u>Type 1</u>	<u>Type 2</u>	<u>Type 3</u>
Designation	SC-70	SC-250	RS-1
Spray Temperature (°F)	135-175	165-200	70-120
Coverage (gal/ sq yd)	0.50	0.50	0.50

If the surface remains tacky, sufficient sand shall be applied to absorb the excess asphalt.

9. Type I: Any other suitable material as defined herein.
10. Type J (cement-treated backfill): Material which consists of Type H material, or any mixture of Types B, C, G and H materials which has been cement-treated so that the cement content of the material is not less than 5 percent by weight when tested in accordance with ASTM D 2901. The ultimate compressive strength at 28 days shall be not less than 400 psi when tested in accordance with ASTM D 1633.
11. Type K (topsoil): Stockpiled topsoil materials, which have been obtained at the site by removing soil to a depth not exceeding 2 feet. Removal of the topsoil shall be done after the area has been stripped of vegetation and debris as specified.
12. Type L (Class I crushed stone): Manufactured angular, granular crushed stone, rock, or slag, with 100 percent passing a 1-inch sieve and less than 5 percent passing a Number 4 sieve.
13. Type M (aggregate subbase): Crushed rock aggregate subbase material that can be compacted readily by watering and rolling to form a firm stable base. The sand equivalent value shall be not less than 18 and shall meet the following gradation requirements.

<u>Sieve Size</u>	<u>Percentage Passing</u>
3-inch	100
2-1/2 inch	87-100
No. 4	35-95
No. 200	0-29

14. Type N (trench plug): Low permeable fill material, a non-dispersible clay material having a minimum plasticity index of 10.

2.02 UNSUITABLE MATERIAL

- A. Unsuitable soils for fill material shall include soils which, when classified under ASTM D 2487, fall in the classifications of Pt, OH, CH, MH or OL.
- B. In addition, any soil, which cannot be compacted sufficiently to achieve the percentage of maximum density specified for the intended use, shall be classed as unsuitable material.

2.03 USE OF FILL, BACKFILL, AND EMBANKMENT MATERIAL TYPES

## SECTION 02200 EARTHWORK

- A. The CONTRACTOR shall use the types of materials as designated herein for all required fill, backfill, and embankment construction hereunder.
- B. Where these Specifications conflict with the requirements of any local agency having jurisdiction, or with the requirements of a material manufacture, the ENGINEER shall be immediately notified. In case of conflict therewith, the CONTRACTOR shall use the most stringent requirement, as determined by the ENGINEER.
- C. Fill and backfill types shall be used in accordance with the following provisions:
  - 1. Embankment fills shall be constructed of Type I material, as defined herein, or any mixture of Type I and Type A through Type H materials.
  - 2. Pipe zone backfill, as defined under "Pipe and Utility Trench Backfill" herein, shall consist of the following materials for each pipe material listed below. Where pipelines are installed on grades exceeding 4 percent, and where backfill materials are graded such that there is less than 10 percent passing a Number 4 sieve, trench plugs of Type J or N material shall be provided at maximum intervals of 200 feet or as shown on the Drawings.
    - a. Mortar coated pipe, concrete pipe, and uncoated ductile iron pipe shall be provided Type A, B, C, D, E, or L pipe zone backfill material.
    - b. Coal tar enamel coated pipe, polyethylene encased pipe, tape wrapped pipe, and other non-mortar coated pipe shall be backfilled with Type C pipe zone backfill material.
    - c. Plastic pipe and vitrified clay pipe shall be backfilled with Type L pipe zone backfill material.
  - 3. Trench zone backfill for pipelines as defined under "Pipe and Utility Trench Backfill" shall be Type I backfill material or any of Types A through H backfill materials or any mixture thereof, except that Type K material may be used for trench zone backfill in agricultural areas unless otherwise shown or specified.
  - 4. Final backfill material for pipelines under paved area, as defined under "Pipe and Utility Trench Backfill" shall be Type G backfill material. Final backfill under areas not paved shall be the same material as that used for trench backfill, except that Type K material shall be used for final backfill in agricultural areas unless otherwise shown or specified.
  - 5. Trench backfill and final backfill for pipelines under structures shall be the same material as used in the pipe zone, except where concrete encasement is required by the Contract Documents.
  - 6. Aggregate base materials under pavements shall be Type G material constructed to the thickness shown or specified. Where specified or shown, aggregate subbase shall be Type M Material.
  - 7. Backfill around structures shall be Type I material, or Types A through Type H materials, or any mixture thereof.
  - 8. Backfill materials beneath structures shall be as follows:

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- a. Drainrock materials under hydraulic structures or other water retaining structure with underdrain systems shall be Type H material.
  - b. Under concrete hydraulic structures or other water retaining structures without underdrain systems, Types G or H materials shall be used.
  - c. Under structures where groundwater must be removed to allow placement of concrete, Type F material shall be used.
  - d. Under all other structures, Type D, E, G, or H material shall be used.
9. Backfill used to replace pipeline trench over-excavation shall be a layer of Type F material with a 6-inch top filter layer of Type E material or filter fabric to prevent migration of fines for wet trench conditions or the same material as used for the pipe zone backfill if the trench conditions are not wet. Filter fabric shall be Mirafi 140 N, Mirafi 700X (or approved equal).
10. The top 6 inches of fill on reservoir roofs, embankment fills around hydraulic structures, and all other embankment fills shall consist of Type K material, topsoil.

**2.04 EMBANKMENT**

- A. The maximum sizes of rock, which will be permitted in the completed fill areas, are as follows:

<u>Depth Below Finish Grade</u>	<u>Maximum Allowable Diameter</u>
Top 4 inches	1 inch
4 inches to 12 inches	3-1/2 inches
12 inches to 2 feet	6 inches
2 feet to 4 feet	12 inches
4 feet to 8 feet	24 inches
Below 8 feet	36 inches

- B. Embankments shall be constructed of material containing no muck, stumps, roots, brush, vegetable matter, rubbish or other material that will not compact into a suitable and enduring roadbed, and material designated as undesirable shall be removed from the site. Where embankments are constructed adjacent to bridge end bents or abutments, rock larger than 3-1/2 inches in diameter shall not be placed within three feet of the location of any abutment.
- C. Fill material containing debris, sod, and biodegradable materials shall not be used as fill in construction areas.
- D. Fill material required for the building pads and for pavement subgrade shall be granular fill, free of organic material.
- E. Fill material required for pervious and sodded areas shall have a maximum organic component of 10%. CONTRACTOR shall provide, at CONTRACTOR'S cost, organic content test results for approval by the ENGINEER.

**SECTION 02200  
EARTHWORK****PART 3 - EXECUTION****3.01 JOB CONDITIONS**

- A. Protection: Use all means necessary to protect existing objects and vegetation. In the event of damage, immediately make all repairs, and replacements necessary to the acceptance of the CITY'S Representative and ENGINEER at no cost to the CITY.

**3.02 BACKFILL, FILLING & GRADING**

A. Grades:

1. Cut, backfill, fill and grade to proper grade levels indicated. The proposed grades shown on the drawings are for establishing a finished grade over the site.

B. Filling:

1. Fill material shall be placed in horizontal layers and spread to obtain a uniform thickness.
2. After compaction, layers of fill are not to exceed twelve (12) inches for cohesive soils or eight (8) inches for non-cohesive soils.

**3.03 STRUCTURE, ROADWAY, AND EMBANKMENT EXCAVATION**

- A. General: Except when specifically provided to the contrary, excavation shall include the removal of all materials of whatever nature encountered, including all obstructions of any nature that would interfere with the proper execution and completion of the work. The removal of said materials shall conform to the lines and grades shown or ordered. Unless otherwise provided, the entire construction site shall be stripped of all vegetation and debris, and such material shall be removed from the site prior to performing any excavation or placing any fill. The CONTRACTOR shall furnish, place, and maintain all supports and shoring that may be required for the sides of the excavations, and all pumping, ditching, or other measure for the removal or exclusion of water, including taking care of storm water, groundwater, and wastewater reaching the site of the work from any source so as to prevent damage to the work or adjoining property. Excavations shall be sloped or otherwise supported in a safe manner in accordance with applicable State safety requirements and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926).
- B. Excavation Beneath Structures and Embankments: Except where otherwise specified for a particular structure or ordered by the ENGINEER, excavation shall be carried to the grade of the bottom of the footing or slab. Where shown or ordered, areas beneath structures or fills shall be over-excavated. The subgrade areas beneath embankments shall be excavated to remove not less than the top [6 inches] of native material and where such subgrade is sloped, the native material shall be benched. When such over excavation is shown, the CONTRACTOR shall perform both over-excavation and subsequent backfill to the required grade. When such over-excavation is not shown but is ordered by the ENGINEER, such over-excavation and any resulting backfill will be paid for under a separate unit price bid item if such bid item has been established; otherwise payment will be made in accordance with a negotiated price. After the required excavation or over-excavation has been completed, the exposed surface shall be scarified to a depth of 6 inches,

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brought to optimum moisture content, and rolled with heavy compaction equipment to obtain density as specified in Paragraph 3.14.I.

- C. **Excavation Beneath Paved Areas:** Excavation under areas to be paved shall extend to the bottom of the aggregate base or subbase, if such base is called for; otherwise it shall extend to the paving thickness. After the required excavation has been completed, the top 12 inches of exposed surface shall be scarified, brought to optimum moisture content, and rolled with heavy compaction equipment to obtain density as specified in Paragraph 3.14.I. The finished subgrade shall be even, self-draining, and in conformance with the slope of the finished pavement. Areas that could accumulate standing water shall be regraded to provide a self-draining subgrade.
- D. **Notification of ENGINEER:** The CONTRACTOR shall notify the ENGINEER at least 3 days in advance of completion of any structure excavation and shall allow the ENGINEER a review period of at least one day before the exposed foundation is scarified and compacted or is covered with backfill or with any construction materials.

### 3.04 PIPELINE AND UTILITY TRENCH EXCAVATION

- A. **General:** Unless otherwise shown or ordered, excavation for pipelines and utilities shall be open-cut trenches. Trench widths shall be kept as narrow as is practical for the method of pipe zone densification selected by the CONTRACTOR, but shall have a minimum width at the bottom of the trench equal to the outside diameter of the pipe plus 24 inches for mechanical compaction methods and 18 inches for water consolidation methods. The maximum width at the top of the pipe shall be equal to the outside diameter of the pipe plus 36 inches for pipe diameters 18 inches and larger and to the outside diameter of the pipe plus 24 inches for pipe diameters less than 18 inches, or as shown on the Drawings.
- B. **Trench Bottom:** Except when pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. The trench bottom shall be given a final trim, using a string line for establishing grade, such that each pipe section when first laid will be continually in contact with the ground along the extreme bottom of the pipe. Rounding out the trench to form a cradle for the pipe will not be required. Excavations for pipe bells and welding shall be made as required.
- C. **Open Trench:** The maximum amount of open trench permitted in any one location shall be 300 feet, or the length necessary to accommodate the amount of pipe installed in a single day, whichever is greater. All trenches shall be fully backfilled at the end of each day or, in lieu thereof, shall be covered by heavy steel plates adequately braced and capable of supporting vehicular traffic in those locations where it is impractical to backfill at the end of each day. The above requirements for backfilling or use of steel plate (or approved equal) will be waived in cases where the trench is located further than 100 feet from any traveled roadway or occupied structure. In such cases, however, barricades and warning lights meeting OSHA requirements shall be provided and maintained.
- D. **Trench Over-Excavation:** Where the Drawings indicate that trenches shall be over-excavated, they shall be excavated to the depth shown, and then backfilled to the grade of the bottom of the pipe.
- E. **Over-Excavation:** When ordered by the ENGINEER, whether indicated on the Drawings or not, trenches shall be over-excavated beyond the depth shown. Such over-excavation shall be to the



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depth ordered. The trench shall then be backfilled to the grade of the bottom of the pipe. All work specified in this Section shall be performed by the CONTRACTOR when the over-excavation ordered by the ENGINEER is less than 6 inches below the limits shown. When the over-excavation ordered by the ENGINEER is 6 inches or greater below the limits shown, additional payment will be made to the CONTRACTOR for that portion of the work which is located below said 6-inch distance. Said additional payment will be made under separate unit price bid items for over-excavation and bedding if such bid items have been established; otherwise payment will be made in accordance with a negotiated price.

- F. Where pipelines are to be installed in embankment or structure fills, the fill shall be constructed to a level at least one foot above the top of the pipe before the trench is excavated.

### 3.05 OVER-EXCAVATION NOT ORDERED, SPECIFIED, OR SHOWN

- A. Any over-excavation carried below the grade ordered, specified, or shown, shall be backfilled to the required grade with the specified material and compaction. The CONTRACTOR at its own expense shall perform such work.

### 3.06 EXCAVATION IN LAWN AREAS

- A. Where excavation occurs in lawn areas, the sod shall be carefully removed, kept damp, and stockpiled to preserve it for replacement. Excavated material may be placed on the lawn; provided that a drop cloth or other suitable method is employed to protect the lawn from damage. The lawn shall not remain covered for more than 72 hours. Immediately after completion of backfilling and testing of the pipeline, the sod shall be replaced and lightly rolled in a manner so as to restore the lawn as near as possible to its original condition. CONTRACTOR shall provide new sod if stockpiled sod has not been replaced within 72 hours.

### 3.07 EXCAVATION IN VICINITY OF TREES

- A. Except where trees are shown to be removed, trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without express permission of the ENGINEER. Trees shall be supported during excavation by any means previously reviewed and approved by the ENGINEER.

### 3.08 ROCK EXCAVATION

- A. Rock is defined as follows:
  1. Rock shall be classified as material having a blow count in excess of 30 blows per foot from a Standard Penetration Test (ASTM D-1586) and exceeding 1000 psi from an Unconfined Compression Strength Test (ASTM D-2938); and,
  2. General Excavation - Any material that cannot be excavated with a single-toothed ripper drawn by a crawler tractor having a minimum draw bar pull rated at not less than 71,000 lbs. (Caterpillar D9N or equivalent), and occupying an original volume of at least 2 cubic yards or more; and,
  3. Trench Excavation - Any material that cannot be excavated with a backhoe having a break out force rated at not less than 44,000 lbs. (Caterpillar 235D or equivalent), and occupying an original volume of at least 2 cubic yards.



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- B. Rock excavation shall include removal and disposal of the following: (1) all boulders measuring 1/3 of a cubic yard or more in volume; (2) all rock material in ledges, bedding deposits, and unstratified masses which cannot be removed without systematic drilling and blasting; (3) concrete or masonry structures which have been abandoned; and (4) conglomerate deposits which are so firmly cemented that they possess the characteristics of rock as described in Paragraph 3.09(A).
  - C. Said rock excavation shall be performed by the CONTRACTOR; provided, that should the quantity of rock excavation be affected by any change in the scope of the work, an appropriate adjustment of the contract price will be made under a separate bid item if such bid item has been established; otherwise payment will be made in accordance with a negotiated price.
  - D. Explosives and Blasting: Blasting will not be permitted, except by express permission of the ENGINEER on a case-by-case basis. The use of explosives will be subject to the approval and regulations of all agencies having jurisdiction. If blasting is utilized at the site of the WORK, the CONTRACTOR shall take all precautions and provide all protective measures necessary to prevent damage to property and structures or injury to person. Prior to blasting, the CONTRACTOR shall secure all permits required by law for blasting operations and shall provide any additional hazard insurance required by the CITY. The CONTRACTOR shall have a fully qualified and experienced blasting foreman in charge of all blasting operations.
  - E. The CONTRACTOR will be held responsible for all and shall make good any damage caused by blasting or resulting from its possession or use of explosives on the WORK.
  - F. All operations involving the handling, storage, and use of explosives shall be conducted in accordance with the requirements of the OSHA Standards for Construction, and in accordance with all local laws and regulations.
- 3.09 DISPOSAL OF EXCESS EXCAVATED MATERIAL
- A. The CONTRACTOR shall remove and dispose of all excess excavated material at a site within the CITY limits, selected by the CONTRACTOR and reviewed by the ENGINEER.
- 3.10 DISPOSAL OF UNSUITABLE EXCAVATED MATERIAL
- A. The CONTRACTOR shall remove and dispose of all unsuitable excavated material. This shall include muck, tree roots, rocks, garbage, debris, or any other material designated as unsuitable by Paragraph 2 of this Section. Disposal shall be at a site selected by the CONTRACTOR that is designated as an approved disposal site for the unsuitable material.
- 3.11 BACKFILL - GENERAL
- A. Backfill shall not be dropped directly upon any structure or pipe. Backfill shall not be placed around or upon any structure until the concrete has attained sufficient strength to withstand the loads imposed. Backfill around water retaining structures shall not be placed until the structures have been tested, and the structures shall be full of water while backfill is being placed.
  - B. Except for drainrock materials being placed in over-excavated areas or trenches, backfill shall be placed after all water is removed from the excavation.