

**BID F-4706-22-OT**

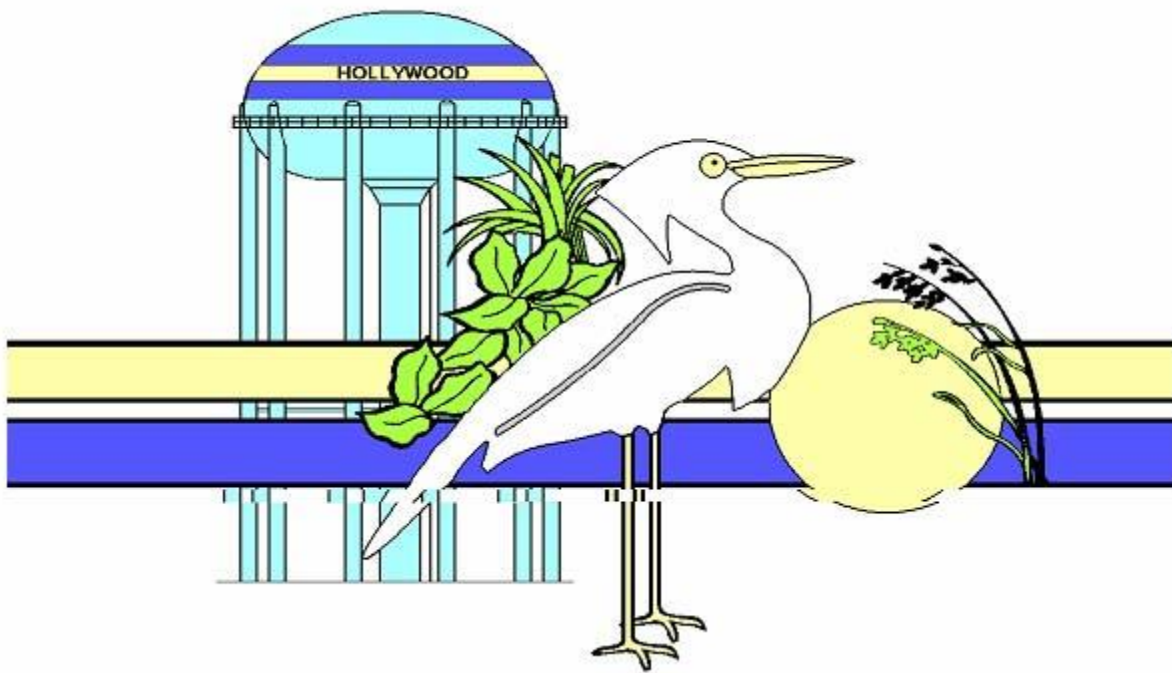
**CITY OF HOLLYWOOD**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**Civil Work Related to Taft Street Force Main Wall Loss  
Verification**

**February 3, 2022**



Prepared by:

**PROCUREMENT SERVICES DIVISION**

2600 Hollywood Blvd.  
Suite 303  
PO Box 229045  
Hollywood, FL 33022-9045

## **TABLE OF CONTENTS**

### ***CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES***

#### **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>
00030	NOTICE TO BIDDERS
00100	INSTRUCTIONS TO BIDDERS
00200	CONE OF SILENCE
00300	PROPOSAL
00301	PROPOSAL BID FORM
00410	APPROVED BID BOND
00420	INFORMATION REQUIRED FROM BIDDERS
00435	LOCAL PREFERENCE
00495	TRENCH SAFETY FORM
00500	CONTRACT
00610	PERFORMANCE BOND
00620	PAYMENT BOND
00700	GENERAL CONDITIONS (Index to Articles)
00700	GENERAL CONDITIONS
01025	BASIS OF PAYMENT
01090	APPLICABLE STANDARDS
01300	SUBMITTALS
01500	CONSTRUCTION CONSIDERATIONS
01510	UTILITIES AND SERVICES
01530	PROTECTION OF EXISTING FACILITIES
02222	EXCAVATION AND BACKFILL FOR UTILITIES
02260	FINISH GRADING
02500	SURFACE RESTORATION
02510	ASPHALTIC CONCRETE PAVEMENT

02526 CONCRETE PAVEMENT, CURB AND WALKWAYS  
02580 PAVEMENT MARKING AND TRAFFIC SIGNS

**Exhibits**

Exhibit 1 EXCAVATION REQUIREMENTS



**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION (ECSD)**

**SECTION 00030**

**NOTICE TO BIDDERS**

**PROJECT NAME: CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION**  
**BID NUMBER: F-4706-22-OT**

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hollywood, Florida, is advertising for sealed bids which shall be submitted to the City Clerk's Office (City Hall, 2600 Hollywood Blvd., Hollywood, Florida 33022-9045, Suite 221), until 3:00 p.m., local time, **February 3<sup>rd</sup>, 2022**. The bids will be opened and read publicly in the City's Procurement Services Division, 2600 Hollywood Blvd., Suite 303, P.O. Box 229045, Hollywood, Florida 33022-9045.

The work to be performed under this contract shall consist of the utilities location, maintenance of traffic, excavation, assistance during test, backfilling the trench, pavement and site restoration and other required civil work related to the Taft Street Force Main Wall Loss Verification Project.

A mandatory pre-bid conference will be held on January 11<sup>th</sup>, 2022 at 2:00 p.m., at the Southern Regional Wastewater Treatment Plant, located at 1621 N. 14<sup>th</sup> Avenue Hollywood, Florida 33021, First Floor Conference Room.

The Bid Package and Contract documents can be downloaded at: [www.bidsync.com](http://www.bidsync.com). For information concerning procedures for responding to this Bid, contact the Procurement Services Division Otis J. Thomas, Senior Purchasing Agent via email at [othomas@hollywoodfl.org](mailto:othomas@hollywoodfl.org) or by phone at (954) 921-3224, or Steve Stewart, Assistant Director, Financial Services for Procurement (Chief Procurement Officer) via email at [sstewart@hollywoodfl.org](mailto:ss Stewart@hollywoodfl.org) or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. It is preferred that all other questions be submitted in writing via bidsync.com. Deadline for questions is January 27<sup>th</sup>, 2022 at 5 p.m. local time.

Each bid must be accompanied by a Bid Security in an amount no less than ten percent (10%) of the bid amount. Said security shall be in the form of a Certified Check or Cashier's Check on a solvent National or State Bank, or a bid bond executed by the Bidder and a qualified Surety, satisfactory and payable to the City of Hollywood, Florida.

A Cone of Silence is in effect with respect to this bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

The City of Hollywood is strongly committed to ensuring the participation of local Hollywood vendors in the procurement of goods and services. For additional information about the City's Local Preference Ordinance, visit [www.hollywoodfl.org](http://www.hollywoodfl.org).

**It will be the Bidder's sole responsibility to hand-deliver or mail his/her proposal to the City Clerk's Office at City Hall on or before the closing time and date for the receipt of bids as noted above.**

The City Commission reserves the right to reject any or all bids, to waive informalities and to accept or reject all or any part of any bid, as they may deem to be in the best interest of the City of Hollywood, Florida.

Dated this 23<sup>rd</sup> Day of December, 2021

CITY OF HOLLYWOOD, FLORIDA

Otis J. Thomas, Senior Purchasing Agent  
Procurement Services Division

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. PREPARATION OF BIDS:

Bids must be submitted on the separate and enclosed BIDDING PACKAGE forms, which shall be completed by typewriter or legibly handwritten in ink. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Where unit prices and extended totals are required, unit prices take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If the Bid is made by an individual, he must sign his name therein and state his address. If the Bid is made by a firm or partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership. Bids by corporations must be signed by an authorized corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary of the corporation. The corporate address and state of incorporation shall be shown below the signature. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.

#### 2. RECEIPT AND OPENING OF BIDS:

The Bid Package consisting of the Bid, Bid Proposal Form, Bid Bond, Trench Safety Form, all requested information as specified within and list of Subcontractors and/or material suppliers shall be completed, signed and sealed as required and must be delivered or mailed to the City Clerk of Hollywood, Florida, by the time and date specified in the Notice to Bidders and shall be properly identified on the face thereof.

Bids will be publicly opened and immediately read aloud at the time and place designated in the Notice to Bidders. No Bid will be considered which is not based upon the Drawings and Specifications, or which contains any letter or written memorandum qualifying the same, or which is not properly made out and signed in writing by the Bidder.

#### 3. PRE-BID CONFERENCE:

The pre-bid meeting for the project will occur on **January 11<sup>th</sup>, 2022 at 2:00 pm** at the Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, Hollywood, Florida, 33020.

#### 4. CONTRACT DOCUMENTS:

The Contract Documents give the location and description of the work to be done under this Contract and estimated quantities of each item of work for which Bids are invited, the time in which the work must be completed, the amount of the Bid

Guaranty, if any, and the date, time and place of the receipt and opening of the Bids.

**5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

The Bidder is required to carefully examine the site of the work and the Contract Documents for the work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the Contract Documents, laws, ordinances, codes and any other factors which may affect the performance of the work. Failure to be so informed will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provision of the Contract Documents and to complete the contemplated work for the consideration set forth in his Bid.

**6. DIMENSIONS, QUANTITIES AND SUBSURFACE INFORMATION:**

Dimensions, quantities and subsurface information supplied by the City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against the City if the actual amounts, conditions or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

**7. ADDENDA - CHANGES WHILE BIDDING:**

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the Plans or Specifications which shall be included in the work covered by the Proposal.

Any prospective Bidder in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request to the Engineer for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made by an addendum and a copy of such addendum will be mailed or delivered to each prospective Bidder who has received a set of documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. Each prospective bidder must submit their questions or inquiries via [www.bidsync.com](http://www.bidsync.com).

**8. BID GUARANTY:**

A Bid Guaranty in the form of a Cashier's Check, Certified Check or Bid Bond executed by the Bidder and a qualified Surety in the amount of **10%** of the Bid is

required for this project in accordance with the Notice to Bidders.

**9. TRENCH SAFETY FORM:**

The Trench Safety Form included in the Bid Documents must be completed and signed. Noncompliance with this requirement may invalidate the bid.

**10. QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:**

The Contract will be awarded only to the responsive and responsible bidder, who in the opinion of the Engineer and Procurement Division, is fully qualified to undertake the work and is in compliance with the City's Local Preference Criteria (when applicable). The City reserves the right before awarding the Contract to require a bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications and other qualifications and abilities.

Bidders shall submit proof, along with their bid, that their firm has successfully completed comparable projects meeting the following criteria:

- A. The Bidder shall have successfully completed sewer piping project for pipe size larger or equal to 36" pipe in last five (5) years from the date of the Invitation to Bid.

Any one of the following causes, among others, may be considered as sufficient justification to disqualify a bidder and reject his or her bid:

- A. Submission of more than one bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive bidding on work for the City of Hollywood, Florida.
- D. Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items.
- E. Lack of competency. The Bidder shall provide proof that their past experience can demonstrate similar complexity and size compared to this contract. The Engineer may declare any bidder ineligible, at any time during the process or receiving bids or awarding the contract, if developments arise which, in his opinion, adversely affects the bidder's responsibility. The Bidder will be given an opportunity, by the engineer, to present additional evidence before final action is taken.
- F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
- G. Non-compliance with the City's Local Preference (when applicable).

- H. Uncompleted work for which the Bidder is committed by Contract, which is in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract.
- D. Being in arrears on any existing Contracts with the City, or any taxes, licenses or other monies due the City; in litigation with the City or having defaulted on a previous contract with the City.

**11. LIFE AND WITHDRAWAL OF BID:**

All Bids shall remain open for 90 days after the day of the Bid opening, however, the Engineer may, at his sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

**12. REJECTION OF IRREGULAR BIDS:**

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

**13. BIDDING ERRORS:**

If after the opening of bids, a Bidder claims an error and requests to be relieved of the Award, or the Engineer believes that an error may have been made then, the Bidder shall present his work sheets and supplier quotations to the Engineer for verification. This information shall be presented on the same day as the bid opening or if the opening is in the afternoon then on the following business day. When the Engineer has suspected an error and requires the documents, Bidder's failure to produce them within the time specified shall make the Bidder non-responsive and thereby eligible for disqualification. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be readvertised or it may be performed by City forces, as the Commission desires.

**14. AWARD OF CONTRACT:**

The City Commission reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or any part of the work contemplated. If Bids are found to be acceptable by the City Commission, written notice of award will be given to the lowest responsive, responsible Bidder.

**15. EXECUTION OF CONTRACT:**

The Bidder to whom the Contract is awarded shall, within ten days of the date of award, execute and deliver three (3) copies of the following to the Engineer.

- A. The Contract
- B. Performance and Payment Bond



- C. Evidence of required Insurance
- D. Proof of authority to execute the Contract
- E. Proof of authority to execute the Bond on behalf of the Awardee
- F. List of Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified of competency and occupational license.

The above documents must be furnished, executed and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

**16. FAILURE TO EXECUTE CONTRACT, BID GUARANTY FORFEITED:**

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Article 15 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. In the same manner as Article 13, the Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

**17. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:**

A Performance Bond and a Payment Bond each equal to 100 percent of the total Bid will be required of the Awardee. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. As per Florida Statute Section 255.05, the Contractor shall be required to record the payment and performance bonds in the public records of Broward County.

**18. INSURANCE:**

Bidder must satisfy all insurance requirements as set forth in the Supplementary and General Conditions.

**The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record**

**that the full policy contains no such exception.**

**19. QUALIFICATIONS:**

At the time of submission of the bid, Bidder must possess, and be able to provide City, any and all required Federal, State, County and/or municipal licenses, including but not limited to certificates of competency and occupational licenses. Moreover, upon receipt of the Award of the Contract, Bidder must provide proof of valid licensing for all subcontractors and/or material suppliers hired by the Contractor.

When the Bidder is a Joint Venture, in order to satisfy the construction licensing requirements one member of a Joint Venture must hold a valid state certificate as well as the appropriate county and city license. The Contractor shall be held responsible for assurance that all subcontractors and/or material suppliers hired by the Contractor have the appropriate state certificate and licenses.

**20. PERMITS:**

The Contractor and Subcontractors must obtain Building Permits required for all work covered under this contract as well as any other permit required by any other regulatory agency. The Master Building Permit required by the City shall be obtained by the Contractor but paid for by the City. Any and all other permits required by the City, County, State of Florida, or other regulatory agency shall be obtained and paid for by the Contractor.

The Contractor or Subcontractors shall also be responsible to call for all inspections as required in Section 105 (Inspections) of the latest edition of the Florida Building Code.

**- END OF SECTION -**

## SECTION 00200



### **NOTICE OF IMPOSITION OF CONE OF SILENCE**

On December 23<sup>rd</sup>, 2021, the City of Hollywood, Florida Department of Procurement Services Division issued the following:

#### **Bid #F-4706-22-OT: CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION**

Project Scope: The work to be performed consists of the construction of a new pump station and a new electrical service center to support the new pump station.

Pursuant to Section 30.15(F) of the Code of Ordinances, a Cone of Silence has been imposed on the items set forth above. The Cone of Silence will continue until the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

cc: City Commission Office  
City Manager  
City Clerk (sunshine board)  
Affected department(s)/office(s)

- END OF SECTION -

## SECTION 00300

## PROPOSAL

TO THE MAYOR AND COMMISSIONERS  
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 02/03/2022

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and Local Preference Program, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work for Phase 1 within 214 days with final completion within 244 days and all Contract Work for Phase 2 within 734 days with final completion within 818 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the Local Preference Ordinance.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>01/10/2022</u>
No. <u>2</u>	Dated <u>01/24/2022</u>
No. <u>3</u>	Dated <u>01/26/2022</u>
No. <u>4</u>	Dated <u>02/31/2022</u>



# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 • HOLLYWOOD, FL 33022-9045 • PHONE: 954-921-3930 • FAX: 954-921-3937

## **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION Addendum 1**

Date: January 10, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### **Item 1: Exhibit 2**

Please refer to attached Exhibit 2 for repair of 12" diameter PVC water main at intersection of A1A and Balboa Street. Contractor needs to submit required MOT for approval by FDOT and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles and dewatering well points if required, excavate, replace the 12" water main as needed using DR 18 PVC pipe and hymax couplings, backfill, arranging density test, final pavement per FDOT standard, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this item.

### **Item 2: Exhibit 3**

Please refer to attached Exhibit 3 for replacement of 8" diameter sewer gravity main along N 28<sup>th</sup> Ave between Evans Street and Pershing Street. Contractor needs to submit required MOT for approval by City of Hollywood Development and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavate, replace the 8" diameter sewer gravity main using DR 18 PVC pipe and molded PVC fittings, reconnect up to 5 PVC laterals, backfill, arranging density test, sewer gravity pipe slope test, final pavement per FDOT standard, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this item.

### **Item 3: Specifications**

- 1) Specification Section 00301 – Bid Form will be revised and distributed in next addendum.
- 2) Please replace Specification Section 01025 – Basis of Payment will be revised and distributed in next addendum.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

A handwritten signature in black ink, consisting of a large loop followed by a stylized 'J' and 'S'.

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Feng Jiang P.E., Assistant Director  
Department of Public Utilities



# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 · HOLLYWOOD, FL 33022-9045 · PHONE: 954-921-3930 · FAX: 954-921-3937

## **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION Addendum 2**

Date: January 24, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### **Item 1: Pre-bid Meeting Minutes & Attendance Record**

See attached pre-bid meeting minutes.

### **Item 2: Project Estimate**

Project estimate is \$400,000.00.

### **Item 3: Specifications**

- 1) Specification Section 00300 – Proposal. Page 00300-1, in the 4<sup>th</sup> paragraph, replace “Phase 1 within 214 days with final completion within 244 days and all Contract Work for Phase 2 within 734 days with final completion within 818 days” with “substantial completion of the project within 120 days and final project close out within 30 days”.
- 2) Specification Section 00301A – Bid Form has been revised and attached to this Addendum No. 2. It supersedes Section 00301
- 3) Specification Section 00420 – Information Required from Bidders. Delete Item 7 related to “list of projects the meet the following requirements”. This item does not need to be filled in the bid.
- 4) Specification Section 00800 - Supplementary General Conditions, on page 00800-2, change Substantial Completion days from 60 to 120, and change Project Closeout days from 120 to 30. On page 00800-5, change Substantial Completion days from 60 to 120.
- 5) Specification Section 01025A – Basis of Payment has been revised attached to this Addendum No. 2. It supersedes Section 01025.
- 6) Specification Section 02774 – Wastewater Collection System is included in this addendum.



**Item 4: Questions**

1) what is the budget or eng. estimate for this job?

**Response:** Please refer to Item 2.

2) will the City hire the Testing Agency or will the Contractor provide?

**Response:** City will select testing company and the contractor shall pay testing fee without markup.

3) At prebid meeting, it was stated hardcopy bids must be submitted to City Hall.

On BidSync it states " Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time."?

**Response:** City only accept original hard copy bid submittal.

4) In bid docs (F-4706-22-OT) General Information Section 00420-01, pages 23-25 on attachment, is this required information correct for this RFQ?

One project with large pump station \$50,000,000 or greater and three large pump station projects \$15,000,000 or greater?

Three projects demonstrating electrical subcontractor experience with medium or high voltage power systems?

**Response:** Please refer to Addendum Item 3.3).

5) On Proposal Form in the bid docs page 0300-01, it states "substantially complete phase 1 within 214 days with final completion within 244 days and all contract work for phase 2 within 734 days with final completion within 818 days". Is this completion time for this project? If not, what's the completion date for this project??

**Response:** Please refer to Addendum Item 3.1).

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

---

Feng Jiang, P.E., Assistant Director  
Department of Public Utilities





# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 · HOLLYWOOD, FL 33022-9045 · PHONE: 954-921-3930 · FAX: 954-921-3937

## **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION** **Addendum 3**

Date: January 26, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### **Item 1: Specifications**

- 1) Specification Section 00301A – Bid Form, Specification Section 01025A – Basis of Payment, and Specification Section 02774 – Wastewater Collection System were missed in Addendum No.2 and are enclosed in this addendum.

### **Item 2: Questions**

- 1) In Addendum #2 it was stated that the Bid Form and Basis of Payment were revised and attached to Addendum. It also stated Wastewater Collection System specification was included with Addendum. The three items above weren't attached to Addendum. Could they be provided please? Thanks?

**Response:** Please refer to Item 1.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

DocuSigned by:

*Jeff Jiang*

99D1F06699EAC489

Feng Jiang, P.E., Assistant Director  
Department of Public Utilities



# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 · HOLLYWOOD, FL 33022-9045 · PHONE: 954-921-3930 · FAX: 954-921-3937

## **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION Addendum 4**

Date: January 31, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### **Item 1: Questions**

**Question 7 on Overall Bid** - Pay item #15. Asphalt Mill & Overlay item 1,500 SY up to 2". Is this 1,500 SY for 1 location only (8" gravity Sewer Repair) or for multiple locations

**Response:** Yes. This quantity is for multiple locations.

### **Question 8 on Overall Bid**

- a) Pay items #2, 3, 4 (if needed), 11, and 12 all include pavement restoration.  
Can a detail be provided showing exactly what we'll be included in pavement restoration.

**Response:** Yes, see attached.

- b) Also, is final lift Superpave or Friction Course?

**Response:** "Superpave Asphalt Concrete" per Section 334 of FDOT Standard Specifications for Road and Bridge Construction

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

DocuSigned by:

80D1F869CEAB480

Feng Jiang, P.E., Assistant Director  
Department of Public Utilities

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

\_\_\_\_\_ Bank of \_\_\_\_\_

or approved Bid Bond for the sum of

10% Bid Amount Dollars (\$ - ) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Address)

\*\*\*\*\*

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature of Individual) (SEAL)

\*\*\*\*\*

## WHEN THE BIDDER IS A PARTNERSHIP:

\_\_\_\_\_  
(Name of Firm) A Partnership\_\_\_\_\_  
(Address)By: \_\_\_\_\_  
(SEAL)  
(Partner)

Name and Address of all Partners:

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

\*\*\*\*\*

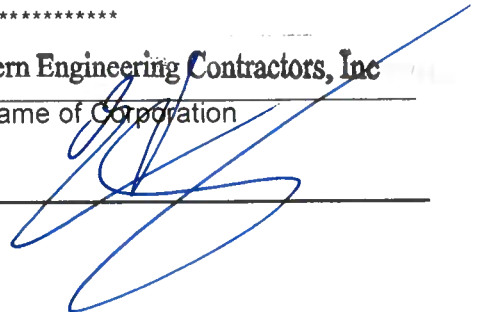
## WHEN THE BIDDER IS A JOINT VENTURE:

\_\_\_\_\_  
(Correct Name of Corporation)By: \_\_\_\_\_  
(SEAL)  
(Address)\_\_\_\_\_  
(Official Title)As Joint Venture  
(Corporate Seal)

Organized under the laws of the State of \_\_\_\_\_, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

\*\*\*\*\*

## WHEN THE BIDDER IS A CORPORATION:

**Southeastern Engineering Contractors, Inc**\_\_\_\_\_  
(Correct Name of Corporation)By: \_\_\_\_\_  
(SEAL)

President

(Official Title)

911 NW 209th Ave. #101 Pembroke Pines, FL 33029

(Address of Corporation)

Organized under the laws of the State of Florida, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS

Southeastern Engineering Contractors, Inc

(Name of Corporation)

RESOLVED that Edoardo Dominguez

(Person Authorized to Sign)

President

(Title)

(Name of Corporation)

of Southeastern Engineering Contractors, Inc

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

**CITY OF HOLLYWOOD**

**CIVIL WORK RELATED TO TAFT STREET FORCE MAIN  
WALL LOSS VERIFICATION  
Bid No.: F-4706-22-OT**

The foregoing is a true and correct copy of the Resolution adopted by

Southeastern Engineering Contractors, Inc at a meeting of its Board of  
(Name of Corporation)

Directors held on the 15 day of January, 2022.

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

Title: President

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -

SECTION 00 301A  
CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
**PROPOSAL BASE BID FORM**

Bid No.: F-4696-21-OT

Project Name: CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION

**BASE BID**

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
1	1	Mobilization for the lump sum price of (shall not exceed 3% of Bid Item Nos.2-15): <u>10,270</u> Dollars and <u>0</u> Cents	LS	\$ <u>10,270.00</u>
2	1	Perform Excavation No.1 and Assist during test at: <u>10,972</u> Dollars and <u>0</u> Cents	LS	\$ <u>10,972.00</u>
3	1	Perform Excavation No.2 and Assist during test at: <u>8,944</u> Dollars and <u>0</u> Cents	LS	\$ <u>8,944.00</u>
4	1	Perform Excavation No.3 and Assist during test at: <u>11,746.00</u> Dollars and <u>0</u> Cents	LS	\$ <u>11,746.00</u>
5	1	Perform Excavation No.4 and Assist during test at: <u>8,840</u> Dollars and <u>0</u> Cents	LS	\$ <u>8,840.00</u>
6	6	Dewatering using submersible pump during excavation at each location at: _____	\$ _____ /Location	\$ <u>3,900.00</u>

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
		<u>650</u> Dollars and <u>0</u> Cents		
7	10	Dewatering using well point dewatering system, equal to 25 well points, at: <u>4,550</u> Dollars and <u>0</u> Cents	\$ <u>      </u> /Location	\$ <u>45,500.00</u>
8	3	Remove and restore asphalt and cover from sewer manholes at: <u>2,500</u> Dollars and <u>0</u> Cents	\$ <u>      </u> /EA	\$ <u>7,500.00</u>
9		Police Car Service Allowance per test requirement: <u>10,000</u> Dollars and <u>0</u> Cents	--	\$ <u>10,000.00</u>
10	1	All Work Associated with the Location and Excavation of the Leaking Water Main, at: <u>4,005</u> Dollars and <u>0</u> Cents	LS	\$ <u>4,005.00</u>
11	20	Furnish and Install 12" DR-18 PVC Water Main, at: <u>771</u> Dollars and <u>0</u> Cents	\$ <u>      </u> /LF	\$ <u>15,420.00</u>
12	400	Furnish and Install 8" DR-18 PVC Gravity Sanitary Sewer, at: <u>361</u> Dollars and <u>0</u> Cents	\$ <u>      </u> /LF	\$ <u>144,400.00</u>
13	1	Bypass Pumping System, at: <u>29,900</u> Dollars and <u>0</u> Cents	LS	\$ <u>29,900.00</u>
14	200	Furnish and Install Sheet piling and Shoring, at: <u>65</u> Dollars and <u>0</u> Cents	\$ <u>      </u> /LF	\$ <u>13,000.00</u>

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
15	1500	Asphalt Mill and Overlay (up to 2"), at:  _____ 30 Dollars and _____ 0 Cents	\$ _____ /SY	\$ 45,000.00
16		Testing fee and allowance for work as directed and upon authorization by the City due to undefined conditions of:  Seventy five thousand ---- Dollars and No----- Cents	--	\$ 75,000.00
17	50	Measurement and payment to contractor's crew for utility locates or other unforeseen conditions based on hourly rate of the crew: _____ _____ 364 Dollars and No----- 0 Cents	\$ _____ /Hour	\$ 18,200.00
18	1	Consideration for Indemnification for the lump sum price of:  Ten----- Dollars and No----- Cents	LS	\$ 10.00
19	1	Demobilization for the lump sum price of (shall be minimum 2% of Bid Item Nos.2-15) _____ 7,280 Dollars and _____ 0 Cents	LS	\$ 7,280.00

**TOTAL BASE BID FOR PROPOSAL ITEMS 1 THROUGH 19**

Written:

Four hundred sixty nine thousand  
eight hundred eighty seven Dollars and  
zero Cents \$ 469,887.00

**NOTES:**

1. SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE WORK SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).



**CITY OF HOLLYWOOD  
PROPOSAL BID FORM  
Project Name: CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION  
Project No.: F-4696-21-OT**

<b>No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization for the lump sum price of (shall not exceed 3% of Bid Item Nos.2-15):	1	LS	ten thousand two hundred seventy	ten thousand two hundred seventy
2	Perform Excavation No.1 and Assist during test at:	1	LS	ten thousand nine hundred seventy two	ten thousand nine hundred seventy two
3	Perform Excavation No.2 and Assist during test at:	1	LS	eight thousand nine hundred forty four	eight thousand nine hundred forty four
4	Perform Excavation No.3 and Assist during test at:	1	LS	eleven thousand seven hundred forty six	eleven thousand seven hundred forty six
5	Perform Excavation No.4 and Assist during test at:	1	LS	eight thousand eight hundred forty	eight thousand eight hundred forty
6	Dewatering using submersible pump during excavation at each location at:	6	\$/Location	six hundred fifty	three thousand nine hundred
7	Dewatering using well point dewatering system, equal to 25 well points, at:	10	\$/Location	four thousand five hundred fifty	forty five thousand five hundred
8	Remove and restore asphalt and cover from sewer manholes at:	3	\$/EA	two thousand five hundred	seven thousand five hundred
9	Police Car Service Allowance per test requirement:			ten thousand	ten thousand
10	All Work Associated with the Location and Excavation of the Leaking Water Main, at	1	LS	four thousand five	four thousand five
11	Furnish and Install 12" DR-18 PVC Water Main, at:	20	\$/LF	seven hundred seventy one	fifteen thousand four hundred twenty
12	Furnish and Install 8" DR-18 PVC Gravity Sanitary Sewer at:	400	\$/LF	three hundred sixty one	one hundred forty four thousand four hundred
13	Bypass Pumping System, at:	1	LS	twenty nine thousand nine hundred	twenty nine thousand nine hundred
14	Furnish and Install Sheet piling and Shoring, at:	200	\$/LF	sixty five	thirteen thousand
15	Asphalt Mill and Overlay (up to 2"), at:	1500	\$/SY	thirty	forty five thousand
16	Testing fee and allowance for work as directed and upon authorization by the City due to undefined conditions of:			seventy five thousand	seventy five thousand
17	Measurement and payment to contractor's crew for utility locates or other unforeseen conditions based on hourly rate of the crew:	50	\$/Hour	three hundred sixty four	eighteen thousand two hundred
18	Consideration for Indemnification for the lump sum price of:	1	LS	ten	ten
19	Demobilization for the lump sum price of (shall be minimum 2% of Bid Item Nos.2-15)	1	LS	seven thousand two hundred eighty	seven thousand two hundred eighty
				<b>Grand Total</b>	<b>four hundred sixty nine thousand eight hundred eighty seven</b>

2. THE CITY OF HOLLYWOOD REQUIRES THE CONTRACTOR TO PROVIDE THE UNIT PRICE/TOTAL IN TEXT AS WELL AS NUMERICAL FORMAT FOR EACH LINE ITEM LISTED IN THE PROPOSAL BID FORMS. FAILURE TO PROVIDE UNIT PRICE/TOTAL FOR EACH LINE ITEM IN TEXT AS WELL AS NUMERICAL FORMAT MAY RENDER THE ENTIRE BID PACKAGE NON-RESPONSIVE. *Find line item in text on the next pg*
3. THE CITY OF HOLLYWOOD WILL EVALUATE THE BID PROPOSALS AND DETERMINE THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER FOR THE TOTAL BASE BID (ITEMS 1 THROUGH 19). IT IS THE CITY OF HOLLYWOOD'S INTENT TO AWARD THE PROJECT BASED UPON THE TOTAL BASE BID.

- END OF SECTION -

## SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we Southeastern Engineering Contractors, Inc., as Principal, and FCCI Insurance Company as

Surety, are held and firmly bound unto the City of Hollywood in the sum of 10% amount of bid

Dollars (\$ 10% amount of bid ) lawful money

of the United States, amounting to 10% of the total Bid Price, for the payment of said sum, we

bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly

by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated February 3, 2022 20\_ for

## CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION

**Bid No.: F-4706-22-OT**

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

## Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this \_\_\_\_\_<sup>3rd</sup> day of \_\_\_\_\_<sup>22</sup> February, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

## Approved Bid Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Secretary

Southeastern Engineering Contractors, Inc.

Name of Corporation

911 NW 209 Ave Ste 101

Business Address

Pembroke Pines, FL 33029

By:

(Affix Corporate Seal)

Eduardo Dominguez

Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Eduardo Dominguez, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Eduardo Dominguez who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

Secretary

(SEAL)

## Approved Bid Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

*Mhi*  
Secretary



FCI Insurance Company

Corporate Surety  
6300 University Parkway

Business Address  
Sarasota, FL 34240

BY: *[Signature]*

(Affix Corporate Seal)

Ramon A Rodriguez

Attorney-in-Fact  
Brown & Brown, Inc.

Name of Local Agency  
8825 NW 21st Terrace

Business Address  
Doral, FL 33172

## STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Ramon A Rodriguez to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the FCI Insurance Company and that he has been authorized by Power of Attorney to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. Subscribed and sworn to before me this 3rd day of February, 2022

*[Signature]*  
Notary Public, State of Florida

My Commission Expires:

- END OF SECTION -



MAYRA RODRIGUEZ  
Commission # GG 255859  
Expires November 14, 2022  
Bonded Thru Budget Notary Services

00410-4



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25<sup>TH</sup> day of June, 2020.

Attest:

Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christina D. Welch  
Christina D. Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of February, 2022

Christina D. Welch  
Christina D. Welch, EVP, General Counsel, Chief Audit &  
Compliance Officer, Secretary FCCI Insurance Company

## IMPORTANT NOTICE

To obtain information or file a claim:

You may call FCCI Insurance Group's (FCCI)\* toll-free telephone number at 1-800-226-3224.

You may also write to **FCCI's Claims Department** at either of the following:

E-mail address: [newclaim@fcci-group.com](mailto:newclaim@fcci-group.com)

Mail address: PO Box 58004  
Sarasota FL 34232-0800

**ATTACH THIS NOTICE TO YOUR BOND\*\*.**

\*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

\*\* This notice is provided only as a tool to assist you with obtaining information or to file a claim. This notice is not a term or condition of your bond and does not supersede or otherwise alter those terms and conditions in any way.



SECTION 00420  
INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: **Southeastern Engineering Contractors, Inc**  
**911 NW 209th Ave. #101 Pembroke Pines, FL 33029**
2. Contractor's Telephone Number: **305 557 4226**  
 and e-mail address: **eddie@southeasterneng.com**
3. Contractor's License (attach copy): **RG 0066528**  
 Primary Classification: **Genl Contractor**  
 Broward County License Number (attach copy): **93-1360**
4. Number of years as a Contractor in construction work of the type involved in this Contract: **37 years**
5. List the names and titles of all officers of Contractor's firm:  
**Edwardo Dominguez, President**  
**Cindy Dominguez, VP**
6. Name of person who inspected site or proposed work for your firm:  
 Name: **Jose E. Puello**  
 Date of Inspection: **01-28-22**
7. Provide a list of projects that meet the following requirements, per Section 00 10 00 - Section 10:  
**Deleted per Addendum 2**  
 a. One (1) project demonstrating the Bidders experience with large pump stations projects having a total construction value of greater than \$50 million and three (3) projects demonstrating experience with large pump station projects having a total construction (for



Ron DeSantis, Governor

Julie I. Brown, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

**DOMINGUEZ, EDUARDO**

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.

12054 N W 98TH AVE

HIALEAH GARDENS FL 33018

**LICENSE NUMBER: RG0066528**

**EXPIRATION DATE: AUGUST 31, 2023**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**GENERAL ENGINEERED CONSTRUCTION BUILDER**

93-1360

DOMINGUEZ, EDUARDO - QUALIFYING  
SOUTHEASTERN ENGINEERING CONTRACTORS INC.  
12054 NW 98 AVE  
HIALEAH GARDENS FL 33018  
EXPIRES 08/31/2022



**CERTIFICATE OF COMPETENCY**

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

DOMINGUEZ, EDUARDO  
8961 BAHAMAS SWALLOW WAY  
NAPLES FL 34120

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

CC# GENERAL ENGINEERED CONSTRUCTION  
BUILDER  
93-1360  
DOMINGUEZ, EDUARDO - QUALIFYING  
SOUTHEASTERN ENGINEERING  
CONTRACTORS INC.  
12054 NW 98 AVE  
HIALEAH GARDENS FL 33018

EXPIRES 08/31/2022

each project) of greater than \$15 million. These projects shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

b. One (1) project demonstrating the Bidders experience with pumps that are greater than 400 HP. This project shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

c. One (1) project demonstrating the Bidders experience with generators that are greater than 1500 kW. This project shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

d. Three (3) projects demonstrating the Project Manager experience with large pump station projects having a total construction value (for each project) of greater than \$15 million. These projects shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

e. Three (3) projects demonstrating the Pipe Subcontractor experience constructing piping projects that include 54" or larger Ductile Iron pipe with runs greater than 300 feet and which include connections to existing large diameter pipes. These projects shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

f. Two (2) projects demonstrating the Pipe Subcontractor Superintendent experience constructing piping projects that include 54" or larger Ductile Iron pipe with runs greater than 300 feet and which include connections to existing large diameter pipes. These projects shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

g. Three (3) projects demonstrating the Electrical Subcontractor experience with medium or high voltage power supply systems, including transformers and switchgear. These projects shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

h. Two (2) projects demonstrating the Electrical Subcontractor Lead Electrician experience with medium or high voltage power supply systems, including transformers and switchgear. These projects shall have been performed within the past ten (10) years from the date of the Invitation to Bid.

N/A

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

No

9. Name three (3) individuals or corporations for which you have performed work and to which you refer:

Refer to attached list



## FIRM REFERENCES

Project Title: Lift Station 21C Restructuring  
Contract Amount: \$986,387.00  
Client: City of Coral Springs  
Client's Rep.: Najla Zerrouki, City Engineer 954-510-4700,  
[nzerrouki@coralsprings.org](mailto:nzerrouki@coralsprings.org)

Project Title: Mary Brickell Pump Station  
Contract Amount: \$2,576,882.00  
Client: City of Miami  
Client's Rep.: Valentine Onuigbo, Construction Manager, 305-416 2588,  
[vonuigbo@miamigov.com](mailto:vonuigbo@miamigov.com)

Project Title: Lauderdale Lift Station 2  
Contract Amount: \$677,029.00  
Client: City of Lauderdale  
Client's Rep.: Herb Johnson, Utilities Director, 954-730 4207  
[hjohnson@lauderdale-fl.gov](mailto:hjohnson@lauderdale-fl.gov)

Project Title: Sewer Lift Station D-45  
Contract Amount: \$374,534.00  
Client: City of Fort Lauderdale  
Client's Rep.: Maureen Lewis, 954-828 5239,  
[mlewis@fortlauderdale.gov](mailto:mlewis@fortlauderdale.gov)



## PROJECT EXPERIENCE (Last 5 Years)

Project Title: **Outfall 13 at 14 Harbor Point Construction Project**  
Type of Construction: Drainage  
Contract Amount: \$234,302.30  
Type of Contract: Unit Prices  
Client: Village of Key Biscayne  
Client's Rep: Natanael Diaz, Project Manager  
Completion Date: Dec-20

Project Title: **Lift Station W-27 Upgrade**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$402,740.01  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Jitendra Patel, PE, Assistant Director  
Completion Date: Oct-20

Project Title: **Lift Station No. 103**  
Type of Construction: Sewer Pump Stations  
Contract Amount: \$873,461.59  
Type of Contract: Unit Prices  
Client: City of Plantation  
Client's Rep: Danny Pollio, Capital Improvement Administrator  
Completion Date: Dec-20

Project Title: **NW 67th Avenue Widening Project**  
Type of Construction: Roadway improvements  
Contract Amount: \$505,725.93  
Type of Contract: Unit Prices  
Client: Town of Miami Lakes  
Client's Rep: Omar Santos Public Works Engineer (305) 364-6100 Ext.1182  
Completion Date: Sept. 2020

Project Title: **Rehabilitation of Wastewater Pump Station No. 12**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$918,527.09  
Type of Contract: Unit Prices  
Client: City of North Miami  
Client's Rep: Miguel A Lockward, EI, ENV SP (305) 265-5420  
Completion Date: Sept. 2020

Project Title: **Lift Station 117 and 307 Rehabilitation**  
Type of Construction: Sewer Pump Stations  
Contract Amount: \$914,313.75  
Type of Contract: Unit Prices  
Client: City of Sunrise  
Client's Rep: Gregg Bagnall 954-888-6097



Completion Date:	Jan. 2021
Project Title:	<b>Margate Lift Station 21 Renovation</b>
Type of Construction:	Sewer Pump Station
Contract Amount:	\$454,528.88
Type of Contract:	Unit Prices
Client:	City of Margate
Client's Rep:	Frank Brenson, 954-797-7100
Completion Date:	Nov. 2020
Project Title:	<b>High Tide Stormwater Improvements</b>
Type of Construction:	Drainage
Contract Amount:	\$131,512.00
Type of Contract:	Unit Prices
Client:	Town of Golden Beach
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date:	Mar. 2020
Project Title:	<b>State Road 7 Lift Stations (W-12, W-13, W-23 &amp; W-24)</b>
Type of Construction:	Sewer Pump Stations
Contract Amount:	\$3,007,950
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Jitendra Patel, PE, Assistant Director
Completion Date:	Mar. 2020
Project Title:	<b>Florida City Water &amp; Sewer Utility Relocation-Adjustments</b>
Type of Construction:	Water and Sewer
Contract Amount:	\$323,755
Type of Contract:	Unit Prices
Client:	City of Florida City
Client's Rep:	Pedro Gonzalez PE, City Engineer 786-302-1862
Completion Date:	Dec. 2020
Project Title:	<b>Lift Station E-4 Repair Project</b>
Type of Construction:	Sewer Pump Station
Contract Amount:	\$204,247.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Jitendra Patel, PE, Assistant Director
Completion Date:	Dec. 2019
Project Title:	<b>Pump Stations D-10 &amp; D-11 Flow Analysis and Redesign</b>
Type of Construction:	Sewer Pump Stations
Contract Amount:	\$1,026,980
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale
Client's Rep:	Daniel Fisher, PE, Project Manager 954-632-6487
Completion Date:	Feb. 2019
Project Title:	<b>2017 Alley Reconstruction Program</b>
Type of Construction:	Drainage and Roadway Improvements



Contract Amount: \$1,159,138  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Clarissa Ip Project Manager 954-921-3915  
Completion Date: Oct. 2019

Project Title: **Master Lift Station No. 1 Rehabilitation**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$1,323,689  
Type of Contract: Unit Prices  
Client: City of Delray Beach  
Client's Rep: Richard Chipman, Construction Manager 561-655 6175  
Completion Date: July. 2019

Project Title: **Mary Brickell Village Drainage Improvements (Pump Station).**  
Type of Construction: Drainage Pump Station  
Contract Amount: \$2,576, 882  
Type of Contract: Unit Prices  
Client: City of Miami  
Client's Rep: Valentine Onuigbo, Construction Manager 305-416-2588  
Completion Date: Jan. 2019

Project Title: **Tribute Element**  
Type of Construction: Drainage and Water Main Improvements  
Contract Amount: \$722,213  
Type of Contract: Lump Sum  
Client: Tutor Perini  
Client's Rep: Scott Prince  
Completion Date: Jan. 2019

Project Title: **State Road A1A Water Main Improvements**  
Type of Construction: Water Main and Roadway Improvements  
Contract Amount: \$955,489  
Type of Contract: Unit Prices  
Client: City of Pompano Beach  
Client's Rep: Bradley Wolak, PE Project Manager 954-786-5520  
Completion Date: May. 2018

Project Title: **Sanitary Sewer Pump Station D-45 Replacement.**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$374,534  
Type of Contract: Unit Prices  
Client: City of Fort Lauderdale  
Client's Rep: Maureen Lewis, 954-828 5239  
Completion Date: July. 2018

Project Title: **Miscellaneous Roadway & Drainage Services**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$769,943  
Type of Contract: Unit Prices  
Client: City of Miami Lakes  
Client's Rep: Carlos Acosta, Public Works Director 305-364 6100

Completion Date: July. 2018

Project Title: **Lift Station 21C Reconstruction and New Force Main**  
Type of Construction: Sewer Pump Station and 10" Force Main  
Contract Amount: \$986,387  
Type of Contract: Unit Prices  
Client: City of Coral Springs  
Client's Rep: Omar Khan, PE, City Representative 954-510-4700  
Completion Date: Feb. 2018

Project Title: **Florida National University**  
Type of Construction: Roadway, Drainage, 2" & 3" Water-Main.  
Contract Amount: \$550,000  
Type of Contract: Unit Prices  
Client: Tutor Perini  
Client's Rep: David Timpe, Project Manager 954-733-4211  
Completion Date: March. 2018

Project Title: **Lauderhill Lift Station 2**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$677,029  
Type of Contract: Unit Prices  
Client: City of Lauderhill  
Client's Rep: Herb Johnson, Utilities Director, 954-730-4207  
Completion Date: Dec. 2017

Project Title: **Margate Water System Atlantic Boulevard Interconnect**  
Type of Construction: Water Main Improvements  
Contract Amount: \$135,857  
Type of Contract: Unit Prices  
Client: City of Pompano Beach  
Client's Rep: Jeff English  
Completion Date: Dec. 2017

Project Title: **Repair Work for City Roads, Streets and Facilities**  
Type of Construction: Sidewalk, Drainage and Water Main Improvements  
Contract Amount: \$332,156.10  
Type of Contract: Unit Prices  
Client: City of Aventura  
Client's Rep: Anthony Mihalko, Project Manager  
Completion Date: Dec. 2017

Project Title: **Stormwater Improvements Sub-Basins F-5, C-6, C-7, G-1, Miscellaneous**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$798,969.70  
Type of Contract: Unit Prices  
Client: City of Doral  
Client's Rep: Carlos Arroyo, Assistant Director 786-367-5083  
Completion Date: Nov. 2016

Project Title: **2015 Alley Reconstruction Program**  
Type of Construction: Drainage and Roadway Improvements

Contract Amount: \$1,029,945  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Clarissa Ip Project Manager 954-921-3915  
Completion Date: Oct. 2016

Project Title: **North Lake Tidal Control Structures**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$662,812.50  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Jorge Wainer Project Manager 954-921-3915  
Completion Date: Nov. 2016

Project Title: **NW 25<sup>th</sup> Street Improvement Project**  
Type of Construction: Roadway, Drainage, 16" Water-Main, 6" & 36" Force-Main  
Contract Amount: \$3,453,378.49  
Type of Contract: Unit Prices  
Client: Florida Department of Transportation  
Client's Rep: Nick Reynolds, Assistant Project Manager 305-513-4132  
Completion Date: Dec. 2015

Project Title: **Town of Southwest Ranches Drainage Improvements**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$286,270.00  
Type of Contract: Unit Prices  
Client: Town of Southwest Ranches  
Client's Rep: Juanita Romance, Procurement and Special Project Coordinator  
Completion Date: Dec. 2015

Project Title: **K8 Drainage Improvements**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$297,946.00  
Type of Contract: Unit Prices  
Client: Village of Key Biscayne  
Client's Rep: Jose Lopez, Stormwater Utility & Sewer 786-351-2383  
Completion Date: Aug. 2015

Project Title: **Pump Stations No. 6 & No. 37**  
Type of Construction: Pump Stations & Site work, Force-Main  
Contract Amount: \$780,463.00  
Type of Contract: Unit Prices  
Client: City of Lauderhill  
Client's Rep: Herb Johnson, Utilities Director, 954-730-4207  
Completion Date: Jan. 2015



## PROJECT EXPERIENCE (Last 10 Years)

Project Title:	<b>Outfall 13 at 14 Harbor Point Construction Project</b>
Type of Construction:	Drainage
Contract Amount:	\$234,302.30
Type of Contract:	Unit Prices
Client:	Village of Key Biscayne
Client's Rep:	Natanael Diaz, Project Manager
Completion Date:	Dec-20
Project Title:	<b>Lift Station W-27 Upgrade</b>
Type of Construction:	Sewer Pump Station
Contract Amount:	\$402,740.01
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Jitendra Patel, PE, Assistant Director
Completion Date:	Oct-20
Project Title:	<b>Lift Station No. 103</b>
Type of Construction:	Sewer Pump Stations
Contract Amount:	\$873,461.59
Type of Contract:	Unit Prices
Client:	City of Plantation
Client's Rep:	Danny Pollio, Capital Improvement Administrator
Completion Date:	Dec-20
Project Title:	<b>NW 67th Avenue Widening Project</b>
Type of Construction:	Roadway improvements
Contract Amount:	\$505,725.93
Type of Contract:	Unit Prices
Client:	Town of Miami Lakes
Client's Rep:	Omar Santos Public Works Engineer (305) 364-6100 Ext.1182
Completion Date:	Sept. 2020
Project Title:	<b>Rehabilitation of Wastewater Pump Station No. 12</b>
Type of Construction:	Sewer Pump Station
Contract Amount:	\$918,527.09
Type of Contract:	Unit Prices
Client:	City of North Miami
Client's Rep:	Miguel A Lockward, EI, ENV SP (305).265.5420
Completion Date:	Sept. 2020
Project Title:	<b>Lift Station 117 and 307 Rehabilitation</b>
Type of Construction:	Sewer Pump Stations
Contract Amount:	\$914,313.75
Type of Contract:	Unit Prices
Client:	City of Sunrise
Client's Rep:	Gregg Bagnall 954-888-6097
Completion Date:	Jan. 2021
Project Title:	<b>Margate Lift Station 21 Renovation</b>
Type of Construction:	Sewer Pump Station
Contract Amount:	\$454,528.88
Type of Contract:	Unit Prices
Client:	City of Margate
Client's Rep:	Frank Brenson, 954-797-7100
Completion Date:	Nov. 2020

Project Title: **High Tide Stormwater Improvements**  
Type of Construction: Drainage  
Contract Amount: \$131,512.00  
Type of Contract: Unit Prices  
Client: Town of Golden Beach  
Client's Rep: Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203  
Completion Date: Mar. 2020

Project Title: **State Road 7 Lift Stations (W-12, W-13, W-23 & W-24)**  
Type of Construction: Sewer Pump Stations  
Contract Amount: \$3,007,950  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Jitendra Patel, PE, Assistant Director  
Completion Date: Mar. 2020

Project Title: **Florida City Water & Sewer Utility Relocation-Adjustments**  
Type of Construction: Water and Sewer  
Contract Amount: \$323,755  
Type of Contract: Unit Prices  
Client: City of Florida City  
Client's Rep: Pedro Gonzalez PE, City Engineer 786-302-1862  
Completion Date: Feb. 2020

Project Title: **Lift Station E-4 Repair Project**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$204,247.00  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Jitendra Patel, PE, Assistant Director  
Completion Date: Dec. 2019

Project Title: **Pump Stations D-10 & D-11 Flow Analysis and Redesign**  
Type of Construction: Sewer Pump Stations  
Contract Amount: \$1,026,980  
Type of Contract: Unit Prices  
Client: City of Fort Lauderdale  
Client's Rep: Daniel Fisher, PE, Project Manager 954-632-6487  
Completion Date: Feb. 2019

Project Title: **2017 Alley Reconstruction Program**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$1,159,138  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Clarissa Ip Project Manager 954-921-3915  
Completion Date: Oct. 2019

Project Title: **Master Lift Station No. 1 Rehabilitation**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$1,323,689  
Type of Contract: Unit Prices  
Client: City of Delray Beach

Client's Rep: Richard Chipman, Construction Manager 561-655 6175  
Completion Date: July. 2019

Project Title: **Mary Brickell Village Drainage Improvements (Pump Station).**  
Type of Construction: Drainage Pump Station  
Contract Amount: \$2,576, 882  
Client: City of Miami  
Client's Rep: Valentine Onuigbo, Construction Manager 305-416-2588  
Completion Date: Jan. 2019

Project Title: **Tribute Element**  
Type of Construction: Drainage and Water Main Improvements  
Contract Amount: \$722,213  
Client: Tutor Perini  
Client's Rep: Scott Prince  
Completion Date: Jan. 2019

Project Title: **State Road A1A Water Main Improvements**  
Type of Construction: Water Main and Roadway Improvements  
Contract Amount: \$955,489  
Client: City of Pompano Beach  
Client's Rep: Bradley Wolak, PE Project Manager 954-786-5520  
Completion Date: May. 2018

Project Title: **Sanitary Sewer Pump Station D-45 Replacement.**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$374,534  
Client: City of Fort Lauderdale  
Client's Rep: Maureen Lewis, 954-828 5239  
Completion Date: July. 2018

Project Title: **Miscellaneous Roadway & Drainage Services**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$769,943  
Client: City of Miami Lakes  
Client's Rep: Carlos Acosta, Public Works Director 305-364 6100  
Completion Date: July. 2018

Project Title: **Lift Station 21C Reconstruction and New Force Main**  
Type of Construction: Sewer Pump Station and 10" Force Main  
Contract Amount: \$986,387  
Type of Contract: Unit Prices  
Client: City of Coral Springs  
Client's Rep: Omar Khan, PE, City Representative 954-510-4700  
Completion Date: Feb. 2018

Project Title: **Florida National University**  
Type of Construction: Roadway, Drainage, 2" & 3" Water-Main.  
Contract Amount: \$550,000  
Type of Contract: Unit Prices  
Client: Tutor Perini  
Client's Rep: Mr. David Timpe, Project Manager 954-733-4211

Completion Date March. 2018

Project Title: **Lauderhill Lift Station 2**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$677,029  
Type of Contract: Unit Prices  
Client: City of Lauderhill  
Client's Rep: Herb Johnson, Utilities Director, 954-730-4207  
Completion Date: Dec. 2017

Project Title: **Margate Water System Atlantic Boulevard Interconnect**  
Type of Construction: Water Main Improvements  
Contract Amount: \$135,857  
Type of Contract: Unit Prices  
Client: City of Pompano Beach  
Client's Rep: Jeff English  
Completion Date: Dec. 2017

Project Title: **Repair Work for City Roads, Streets and Facilities**  
Type of Construction: Sidewalk, Drainage and Water Main Improvements  
Contract Amount: \$332,156.10  
Type of Contract: Unit Prices  
Client: City of Aventura  
Client's Rep: Anthony Mihalko  
Completion Date: Dec. 2017

Project Title: **Stormwater Improvements Sub-Basins F-5, C-6, C-7, G-1, Miscellaneous**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$798,969.70  
Type of Contract: Unit Prices  
Client: City of Doral  
Client's Rep: Carlos Arroyo, Assistant Director 786-367-5083  
Completion Date: Nov. 2016

Project Title: **2015 Alley Reconstruction Program**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$1,029,945  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Clarissa Ip Project Manager 954-921-3915  
Completion Date: Oct. 2016

Project Title: **North Lake Tidal Control Structures**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$662,812.50  
Type of Contract: Unit Prices  
Client: City of Hollywood  
Client's Rep: Jorge Wainer Project Manager 954-921-3915  
Completion Date: Nov. 2016

Project Title: **NW 25<sup>th</sup> Street Improvement Project**

Type of Construction: Roadway, Drainage, 16" Water-Main, 6" & 36" Force-Main  
Contract Amount: \$3,453,378.49  
Type of Contract: Unit Prices  
Client: Florida Department of Transportation  
Client's Rep: Mr. Nick Reynolds, Assistant Project Manager 305-513-4132  
Completion Date: Dec. 2015

Project Title: **Town of Southwest Ranches Drainage Improvements**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$286,270.00  
Type of Contract: Unit Prices  
Client: Town of Southwest Ranches  
Client's Rep: Juanita Romance, Procurement and Special Project Coordinator  
Completion Date: Dec, 2015

Project Title: **K8 Drainage Improvements**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$297,946.00  
Type of Contract: Unit Prices  
Client: Village of Key Biscayne  
Client's Rep: Mr. Jose Lopez, Stormwater Utility & Sewer 786-351-2383  
Completion Date: Aug. 2015

Project Title: **Pump Stations No. 6 & No. 37**  
Type of Construction: Pump Stations & Site work, Force-Main  
Contract Amount: \$780,463.00  
Type of Contract: Unit Prices  
Client: City of Lauderhill  
Client's Rep: Herb Johnson, Utilities Director, 954-730-4207  
Completion Date: Jan. 2015

Project Title: **San Marcos Island Drainage Improvements**  
Type of Construction: Roadway, Drainage, Pump Station  
Contract Amount: \$2,020,323.11  
Type of Contract: Unit Prices  
Client: City of Miami  
Client's Rep: Mr. Valentine Onuigbo, Construction Manager 305-416-2588  
Completion Date: Sept. 2014

Project Title: **48" Valve & Access Manholes**  
Type of Construction: Roadway, Force-Main  
Contract Amount: \$2,056,302.32  
Type of Contract: Unit Prices  
Client: Miami Dade Water & Sewer  
Client's Rep: Mr. Nelson Cespedes, Project Manager 305-439-8959  
Completion Date: Sept. 2013

Project Title: **Improvements of Palm Avenue**  
Type of Construction: Roadway, Drainage, Water-Main  
Contract Amount: \$8,053,969.09  
Type of Contract: Unit Prices



Client: Broward County  
Client's Rep: Mr. Bryan Williams, Project Manager 954-577-4562  
Completion Date: Aug. 2014

Project Title: **FDOT 6242/SW 57th Ave. from SW 24th St to SW 8th St.**  
Type of Construction: Roadway & Drainage  
Contract Amount: \$3,835,757.42  
Type of Contract: Unit Prices  
Client: Florida Department of Transportation  
Client's Rep: Claudio Diaferia, P.E., 305- 986 9939  
Completion Date: Nov. 2013

Project Title: **Transfer Pump Station, Contract No. S-806**  
Type of Construction: Pump Station  
Contract Amount: \$28,305,698.00  
Type of Contract: Unit Prices  
Client: Miami-Dade County Water & Sewer Dept.  
Client's Rep: Mr. John Hoffman, P. E. 786-268-5737  
Completion Date: Jan. 2012

Project Title: **NE 172 ST & NE 170 ST Drainage Improvements.**  
Type of Construction: Roadway, Pump Station, Drainage, and Wells  
Contract Amount: \$1,394,767.00  
Type of Contract: Unit Prices  
Client: City of North Miami Beach  
Client's Rep: Mr. Heip Huynh, P.E. City Engineer, 305-9482925  
Completion Date: Jul. 2012

Project Title: **Phase IV Storm Drainage Improvements.**  
Type of Construction: Roadway, Pump Station, Drainage, and Wells  
Contract Amount: \$3,969,424  
Type of Contract: Unit Prices  
Client: City of Sweetwater  
Client's Rep: Eval A Smith, P.E. Construction Manager, 305-221-0411  
Completion Date: Jan. 2012

Project Title: **Capital Improvement Project**  
Type of Construction: Roadway, Drainage, Pump Station  
Contract Amount: \$13,926,071.00  
Type of Contract: Unit Prices  
Client: City of Golden Beach  
Client's Rep: Mr. Alex Diaz, Town Manager 786-236-4211  
Completion Date: Jan. 2010

Project Title: **Central Island Drainage and Street Improvements.**  
Type of Construction: Roadway and Storm Sewer with 12,100LF of Pipe  
Contract Amount: \$6,747,385.00  
Type of Contract: Unit Prices  
Client: City of Sunny Isles  
Client's Rep: Rick Connors, City Manager, 305-792-1772  
Completion Date: Sept. 2010

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
Refer to attached list				

(Continue list on inset sheet, if necessary)

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

All

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## PROJECTS UNDER CONSTRUCTION

Project Title: **Lift Station W-14 Upgrade**  
Type of Construction: Sewer Pump Station  
Contract Amount: \$2,395,072.00  
Type of Contract: Unit Prices  
Completed To Date: 90%  
Client: City of Hollywood  
Client's Rep: Mr. Jitendra Patel, PE, Assistant Director  
Completion Date: Oct-21

Project Title: **Annual Storm Drainage Contract**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: 2,000,000 Contract Cap  
Type of Contract: Unit Prices  
Completed To Date: 5%  
Client: City of Fort Lauderdale  
Client's Rep: Mr. Rares Petrica, Project Manager , Public Works, 954 828-6720  
Completion Date: Jun-22

Project Title: **Center Island Pump Station**  
Type of Construction: Stormwater Pump Station  
Contract Amount: \$1,235,280.50  
Type of Contract: Unit Prices  
Completed To Date: 60%  
Client: Town of Golden Beach  
Client's Rep: Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203  
Completion Date: Nov-21

Project Title: **CDBG 45th and 46th NW 8th Ave**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$419,350.50  
Type of Contract: Unit Prices  
Completed To Date: 0%  
Client: City of Wilton Manors  
Client's Rep: TBD  
Completion Date: Dec-21

Project Title: **El Jardin Stormwater Improvements**  
Type of Construction: Drainage and Roadway Improvements  
Contract Amount: \$322,643.00  
Type of Contract: Unit Prices  
Completed To Date: 0%  
Client: Village Of El Portal  
Client's Rep: TBD  
Completion Date: Dec-21

Project Title: **Water System Interconnect Upgrades**  
Type of Construction: Water Main Improvements  
Contract Amount: \$642,890.00  
Type of Contract: Unit Prices  
Completed To Date: 0%  
Client: City of Pompano Beach  
Client's Rep: Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203  
Completion Date: Jan-22



## *LIST OF EQUIPMENT*

<i>YEAR</i>	<i>MAKE</i>	<i>MODEL</i>	<i>SEC CODE</i>
2010	Caterpillar	Excavator 305C	E-2
2014	Caterpillar	Excavator 314ELCR	E-3
2009	Caterpillar	Mini-Excavator	
2018	Case	Excavator CX55B	E-4
1997	Caterpillar	Loader 938F	L - 9
1996	Caterpillar	Loader 938F	L - 10
1995	Caterpillar	Loader 938F	L - 12
1998	Caterpillar	Loader 928G	L - 13
1999	Caterpillar	Roller CB214C	R - 1
2009	Caterpillar	Roller CB224K	R - 8
2000	Caterpillar	Roller CB224E	R - 9
2006	Bobcat	Skid-Steer Loader 250	
2010	Bobcat	Excavator 418	
2001	Laymor	Broom 6HB	ES - 1
2001	Laymor	Broom 8HC	ES - 2
2010	Leeboy	Paver 7000	AF
1999	GMC	Water Truck (PTO)	T - 3
2005	Eagle Beaver	50GSL Lowboy Trailer	
2001	International	Flatbed 4300 SBA	T-11
2007	Mack	Dump Truck CXP612	T-1
2000	Mack	Truck	T-7
2016	Traxx	Trailer	T-8
2005	Caterpillar	Forklift V50E	F-1
2017	Dodge	RAM	P-1
2018	Dodge	RAM	P-2
2019	Dodge	RAM	P-3
2009	Ford	F-150	P-9
2011	Ford	F-150	P-11

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

None

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NOTE:

If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	<b>Work to be Performed</b>	<b>Subcontractor's Name / Address</b>
1.	N/A	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

## SECTION 00435

## LOCAL PREFERENCE

## (EXHIBIT "A")

Pursuant to §38.50 of the City of Hollywood *Code of Ordinances*, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsive non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

## SECTION 00495

## TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

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

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Trench Box

Total \$ 3,000.00

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

[Signature]  
Witness Signature

Joe C. Puella  
Witness Printed Name

**911 NW 209th Ave. #101 Pembroke Pines, FL 33029**

Witness Address

02/03/2022  
Date

[Signature]  
Contractor's Signature

Edisrael Dominguez  
Printed Name

President  
Title

02/03/2022  
Date

- END OF SECTION -



## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

**DBA:**  
**Business Name:** SOUTHEASTERN ENGINEERING  
CONTRACTORS, INC.

**Owner Name:** EDUARDO DOMINGUEZ  
**Business Location:** 911 NW 209TH AVE STE 101  
PEMBROKE PINES  
**Business Phone:** 305-557-4226

**Receipt #:** 189-319371  
**Business Type:** ALL OTHER TYPES CONTRACTOR  
(GENERAL ENGINEERED  
CONSTRUCTION BUILDER )

**Business Opened:** 01/01/2021  
**State/County/Cert/Reg:** 93-1360  
**Exemption Code:**

**Rooms**

**Seats**

**Employees**  
23

**Machines**

**Professionals**

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

SOUTHEASTERN ENGINEERING CONTRACTO:  
911 NW 209TH AVE STE 101  
PEMBROKE PINES, FL  
33029-2112

**Receipt #** 02A-20-00004247  
**Paid** 09/10/2021 81.00

**2021 - 2022**

**CITY OF PEMBROKE PINES**  
601 CITY CENTER WAY, LBTR-4TH FLOOR  
PEMBROKE PINES, FL 33025

## LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20190374/01  
RECEIPT-NO: 210762

RECEIPT-YEAR: OCTOBER 1, 2021 thru SEPTEMBER 30, 2022

BUS-NAME : SOUTHEASTERN ENGINEERING CONTRACTORS, INC.  
BUS-ADDR : 911 NW 209 AVE, STE 101  
PEMBROKE PINES FL 33029

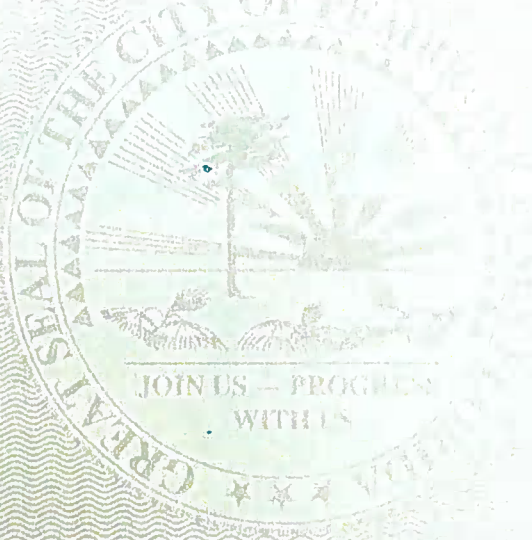
**NOTICE**

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : ADMINISTRATION SERVICES

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
ADMSER ADMINISTRATIVE SERVICES	0	10/01/2021		P/Pines
SIGN BUSINESS SIGN	1	10/01/2021		P/Pines





SOUTENG-01

STWIGGS

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 10/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (305) 822-7800      FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS: ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : American Casualty Co Reading	
INSURER B : Continental Insurance Company      35289	
INSURER C : National Union Fire Ins Co of Pittsburgh, PA      19445	
INSURER D : Valley Forge Insurance Company      20508	
INSURER E : Federal Insurance Company      20281	
INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X	X	6081171774	9/22/2021	9/22/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>	X	X	6081171807	9/22/2021	9/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
<b>C</b>	<b>UMBRELLA LIAB</b>	X	OCCUR	BE018034427	9/22/2020	10/30/2021	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y / N	N / A	X	9/22/2021	9/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>E</b>	<b>Equipment Floater</b>			45472831	9/22/2021	9/22/2022	Leased/Rented 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Ackerman Residence

Certificate holder is named as additional insured including products and completed operation for general liability and auto liability. General Liability is primary and non contributory for the additional insureds. Waiver of subrogation applies to general liability, auto liability, and worker's compensation for the additional insureds. Umbrella follow form. The policies are subject to 30 Day Notice of cancellation except 10 days for non payment subject to policy terms and conditions. Project name: Ackerman Residence - 456 North Parkway, Golden Beach, FL 33160; Additional insured client: Mr. Joe Ackerman

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---------------------------	--

SECTION 00500

CONTRACT

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

**Southeastern Engineering Contractors, Inc.**

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION  
AND OTHER UTILITY REPAIRS**

**Bid No.: F-4706-22-OT**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **Four Hundred Sixty-Nine Thousand Eight Hundred Eighty-Seven Dollars and 00 Cents (\$469,887.00).**

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| 1. Notice to Bidders                 | 9. Contract                          |
| 2. Instruction to Bidders            | 10. Performance Bond                 |
| 3. Proposal                          | 11. Payment Bond                     |
| 4. Proposal Bid Form                 | 12. General Conditions               |
| 5. Bid Bond                          | 13. Supplementary General Conditions |
| 6. Information Required from Bidders | 14. Addenda                          |
| 7. Local Preference                  | 15. Specifications                   |
| 8. Trench Safety Form (N/A)          | 16. Drawings                         |

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Article 12. Contract Term: The initial term of this contract shall be for a period of 90 Calendar days beginning upon the notice to proceed.

\*\*\*\*\*

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA  
Party of the First Part

By: \_\_\_\_\_ (SEAL)  
JOSH LEVY, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. CERNY, MMC, CITY CLERK

\*\*\*\*\*

CONTRACTOR  
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____	_____ (SEAL)
(Witness)	(Signature of Individual)

_____	_____
(Witness)	(Signature of Individual)

\*\*\*\*\*

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	(Name of Firm)
_____	_____ (SEAL)
(Witness)	(Signature of Individual)

\*\*\*\*\*

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____	_____
(Witness)	(Name of Firm) a Partnership
_____	BY: _____ (SEAL)
(Witness)	(Partner)

\*\*\*\*\*

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Correct Name of Corporation)

BY: \_\_\_\_\_ (SEAL)  
President

\*\*\*\*\*

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY for the use and reliance of  
the City of Hollywood, Florida only:

APPROVED AS TO FINANCE:

By \_\_\_\_\_  
DOUGLAS R. GONZALES  
City Attorney

By \_\_\_\_\_  
DAVID E. KELLER  
Financial Services Director



CERTIFICATE

**STATE OF FLORIDA)  
COUNTY OF BROWARD)**

**I HEREBY CERTIFY** that a meeting of the Board of Directors of \_\_\_\_\_,  
a corporation under the laws of the State of \_\_\_\_\_, was held on \_\_\_\_\_, 20\_\_\_\_, and the  
following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ as \_\_\_\_\_ President of the corporation, be and he is  
hereby authorized to execute the contracts on behalf of this corporation, and that his  
execution thereof, attested by the Secretary of the corporation and with corporate seal  
affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

- END OF SECTION -

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_,

as Principal, and \_\_\_\_\_,

as Surety, are held and firmly bound unto the City of Hollywood in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_),

for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_ entered into between the Principal and the City of Hollywood, Florida, for the installation of **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION AND OTHER UTILITY REPAIRS, Bid No. F-4706-22-OT.**

A copy of said Contract, No. **F-4706-22-OT**, is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs

and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Seal)  
(Signature of Individual)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Address

\*\*\*\*\*

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Seal)  
(Partner)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Printed Name of Partner)

\_\_\_\_\_  
Address

\*\*\*\*\*

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Seal)  
(Affix Corporate Seal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary (SEAL)

TO BE EXECUTED BY CORPORATE SURETY

Attest:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_  
(Name of Local Agency)

\_\_\_\_\_  
(Business Address)

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\*\*\*\*\*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
for the use and reliance of the  
City of Hollywood, Florida only:

APPROVED AS TO FINANCE:

By \_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

By \_\_\_\_\_  
David E. Keller  
Financial Services Director

- END OF SECTION -

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
Name Address Tel. No.

As Principal and \_\_\_\_\_  
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into between the Principal and the City of Hollywood, Florida for the **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION AND OTHER UTILITY REPAIRS, Bid No F-4706-22-OT.**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:**

ATTEST:

_____	_____
	(Signature)
_____	_____
	(Title)

(SEAL)

**SURETY:**

	_____
	(Surety)
ATTEST:	
_____	_____
	(Signature)
_____	_____
	(Attorney-in-Fact)

\*\*\*\*\*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
for the use and reliance of the  
City of Hollywood, Florida only:

By \_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

APPROVED AS TO FINANCE:

By \_\_\_\_\_  
David E. Keller  
Financial Services Director

- END OF SECTION -

SECTION 00700  
GENERAL CONDITIONS

**Index to Articles**

		<b><u>Page</u></b>
Article 1	Definitions	5-7
Article 2	Organizational Abbreviations	8-9
Article 3	Miscellaneous Preliminary Matters	
3.1	Contract Document Discrepancies	10
3.2	Submissions	10
3.3	Pre-Construction Conference	10
3.4	Contract Time	10
3.5	Computation of Time	10
3.6	Commencement of Work	10
3.7	Extension of Contract Time	10
3.8	Notice and Service Thereof	11
3.9	Separate Contract	11
3.10	Assignments of Contract	11
3.11	Patents	11
3.12	Federal Excise Tax	11
3.13	Savings Due to Excise Tax Exemptions	12
3.14	Overtime Work	12
3.15	Inspections and Testing During Overtime	12
3.16	Nights, Sunday or Holiday Work	13
3.17	Injury or Damage Claims	13
Article 4	Contract Documents	
4.1	Intent	14
4.2	Order of Precedence of Contract Documents	14
4.3	Reference to Standards	14
Article 5	Bonds and Insurance	
5.1	Bid Guarantee	15
5.2	Performance and Payment Bond	15
5.3	Signatures	15
5.4	Insurance Coverage	15
5.5	Certificates of Insurance	16
5.6	Insurance Limits of Liability	16



**Page**

Article 6	Availability of Land; Reference Points	
6.1	Rights-Of-Way	17
6.2	Permits	17
6.3	Lines and Grades	17
Article 7	Contractor's Responsibilities	
7.1	Laws/Regulations to Be Observed	18
7.2	Indemnification of City	18
7.3	Guarantee of Payments	18
7.4	Permits and Licenses	18
7.5	Emergencies	18
7.6	Substitutes or "Or Equal"	19
7.7	Shop Drawings	20-21
7.8	Personnel	21-22
7.9	Safety and Protection	22-23
7.10	Traffic Control, Public Safety and Convenience	23-24
7.11	Use of Explosives	24
7.12	Loading of Structures	24
7.13	Concerning Subcontractors	24
7.14	Materials and Equipment	23-25
7.15	Temporary Utilities	25-26
7.16	Review of Records	25-26
7.17	Use of Premises	26-27
7.18	Contractor's Daily Reports	27
7.19	Record Documents	27
7.20	Cleanliness of the Site	27
7.21	Dust Control	27
7.22	Continuing the Work	27
7.23	Indemnification	27-28
Article 8	City's Responsibility	
8.1	Communications	29
8.2	Furnish Contract Documents	29
8.3	Furnish Right-of-Way	29
8.4	Timely Delivery of Materials	29
Article 9	Engineer's Status	
9.1	Authority of the Engineer	30
9.2	Access to the Work	30
9.3	Limitations on the Engineer's Responsibilities	30-31
9.4	Inspectors	31-32
9.5	Inspections	32

**Page**

Article 10	Changes in the Work/Contract Price	
10.1	Changes in Work and Terms	33
10.2	Clarifications	33
10.3	Change Orders	33-34
10.4	Value of Change Order Work	34-37
10.5	Notification and Claim for Change of Contract Price	37-38
10.6	Notice of Change	38
10.7	Records	38
10.8	Cancelled Items and Payments Therefore	38
10.9	Full Payment	38
Article 11	Changes in the Contract Time	
11.1	Change Order	39
11.2	Notice	39
11.3	Basis for Extension	39
11.4	Change of Time due to Contract Execution Problems	39
11.5	Change of Time due to Change Order Evaluation	39
11.6	Change of Time and Inspection and Testing	40
11.7	Change of Time and Defective Work	40
11.8	Liquidated Damages	40
Article 12	Warranty and Guarantee; Test and Inspections; Correction, Removal or Acceptance of Defective Work	
12.1	Warranty and Guarantee	41
12.2	Tests and Inspections	41
12.3	Uncovering Work	41-42
12.4	City May Stop the Work	42
12.5	Correction or Removal of Defective Work	42
12.6	One Year Correction Period	42
12.7	Acceptance of Defective Work	42
12.8	City May Correct Defective Work	43
Article 13	Payments to the Contractor	
13.1	Basis of Payment	44
13.2	Unit Price Inclusion	44
13.3	Schedule of Values	44
13.4	Changed Conditions	44
13.5	Application for Progress Payment	44
13.6	Payment for Materials	45
13.7	Affidavit Required	45
13.8	Retainage	45
13.9	Contractor's Warranty of Title	45
13.10	Review of Application for Payment	45-46
13.11	Payment to the Contractor	46

**Page**

Article 14	Substantial Completion, Partial Utilization, Final Clean Up, Inspection, Payment and Acceptance	
14.1	Substantial Completion	47
14.2	Partial Utilization	47-48
14.3	Final Clean-Up	48
14.4	Final Inspection	48
14.5	Final Application for Payment	48-49
14.6	Final Payment and Acceptance	49
14.7	Payment of Retainage without Final Completion	49
14.8	Contractor's Continuing Obligation	49
14.9	Waiver of Claims	50
Article 15	Suspension of Work and Termination	
15.1	City May Suspend Work	51
15.2	City May Terminate	51-52
15.3	Contractor May Stop Work or Terminate	52

## **SECTION 00 70 00**

### **GENERAL CONDITIONS**

#### **CITY OF HOLLYWOOD, FLORIDA GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS**

##### **ARTICLE 1 - DEFINITIONS**

In the interpretation of these Contract Documents the following terms shall have the meaning indicated:

**ADDENDA** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

**CHANGE ORDER** - A written order to CONTRACTOR executed in accordance with City procurement procedures, as amended authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time, issued after the date of Award.

**CITY (OWNER)** - The City of Hollywood, Florida.

**COMMERCIALLY USEFUL FUNCTION** - shall exist when the Local MBE/SBE is responsible for execution of the work for the contract and is carrying out the responsibilities by actually performing, managing and supervising the work involved. The Local MBE/SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, and ordering the material, and installing. A commercially useful function is not performed if the role of the qualified Local MBE/SBE is that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of qualified local MBE or qualified local SBE participation.

**COMMISSION** - The City Commission of the City of Hollywood, Florida, being the legislative body of the CITY as set forth in the City of Hollywood Charter.

**CONTRACT** - The written agreement between the CITY and the CONTRACTOR covering the work to be performed in accordance with the other Contract Documents which are attached to the Contract and made a part thereof.

**CONTRACTOR** - The person, firm, or corporation with whom the CITY has entered into the Contract.

**CONTRACT DOCUMENTS** - The Notice to Bidders, Instruction to Bidders, Proposal, Information Required of Bidders, all Bonds, Agreement, and all supporting documents, these General Requirements and Covenants, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto.

**CONTRACT PRICE** - Total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

**CONTRACT TIME** - The number of days agreed to in the Proposal, commencing with the date of the Notice to Proceed for completion of the work.

**CONTROL** - shall mean having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and

unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business.

**DATE OF SUBSTANTIAL COMPLETION** - The date when the work on the project, or specified part thereof, is substantially completed in accordance with the Contract Documents, such that the CITY can occupy or utilize the project or specified part thereof for the use and purpose for which it was intended as determined and accepted by the Engineer.

**DAYS** - Calendar days of 24 hours measured from midnight.

**DRAWINGS** - The drawings which show the character and scope of the work to be performed and which have been prepared by the DESIGN ENGINEER approved by ENGINEER and are referred to in and are a part of the Contract Documents.

**ENGINEER** - The Director of Utilities of the CITY of Hollywood, Florida, or his authorized designee.

**EXCUSABLE DELAY** - Delay caused by the CITY, hurricane, tornadoes, fires, floods, epidemics or labor strikes.

**GENERAL CONDITIONS** - That segment of the Contract Specifications incorporating the Provisions common to all CITY Construction Contracts.

**INEXCUSABLE DELAY** - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR not specified in the definition of excusable delay.

**INSPECTOR** - The authorized field representative of the ENGINEER.

**LIQUIDATED DAMAGES** - The amount prescribed in the General Requirements to be paid the CITY, or to be deducted from any payments due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the Contract Time.

**LOCAL BUSINESS** – shall mean a business which is duly licensed and authorized to engage in the business at issue and which maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Hollywood, Florida. A Post Office Box(P.O. Box) shall not be sufficient to constitute a “local business.” The business has the burden of demonstrating that it meets this definition.

**MINORITY** – shall mean a person who is a citizen or lawful permanent resident of the United States and who is a Woman, Black American, Hispanic American, Native American, Asian Pacific American, Subcontinent Asian American or other minorities found to be disadvantaged by the SBA.

**NOTICE OF AWARD** - The written notice by the CITY to the successful Bidder stating that upon his execution of the Agreement and other requirements as listed therein within the time specified the CITY will sign and deliver the Agreement.

**MINORITY BUSINESS ENTERPRISE** – shall mean a currently functioning business enterprise which (a) is an independent for profit business concern that is a least 51% owned by minority group member(s); (b) is independently operated and controlled by the minority group member(s); (c) demonstrates the capability to perform a line of business; (d) provides a commercially useful function according to the customs and practices of the industry and (e) is qualified by the City of Hollywood, Florida.

**NOTICE TO PROCEED** - A written notice by the ENGINEER to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

"OR EQUAL" - Equivalent or superior in construction, efficiency and effectiveness to a type, brand, model or process called out in the Contract Documents to establish a basis of quality as determined by the ENGINEER.

SHOP DRAWINGS - All certified affidavits, drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK.

SMALL BUSINESS ENTERPRISE – shall mean a currently functioning business enterprise which (a) is an independent for profit concern that is at least 51% owned by non-minority group member(s); (b) is independently operated and controlled by the non-minority group member(s); (c) demonstrates the capability to perform in a line of business; (d) provides a commercially useful function according to the customs and practices of the industry; and (e) is qualified by the City of Hollywood, Florida.

NOTE: In the event 50% of the local business is owned by a minority group member and 50% of the local business is owned by a non-minority group member, the designation selected on the Local Minority Business Enterprise and Local Small Business Enterprise Program application will be accepted.

SMALL BUSINESS NET WORTH SIZE STANDARD – The size standard for a minority business enterprise and a small business enterprise that participates in the City of Hollywood's Local MBE/SBE Program shall mean an independently owned and operated business concern that employs 50 or fewer permanent full-time employees and whose annual net worth does not exceed \$2,000,000. To determine the net worth, the City shall consider the most recent annual financial statement for the business or; in the case of sole proprietorships, annual financial statements for the business and the business owner. The applicant must provide documentation to demonstrate that the business employs 50 or fewer permanent full-time employees averaged over a two year period.

SPECIFICATIONS - Division 1 through 50 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

SUPPLEMENTARY CONDITIONS - Division 1 of the Contract Specifications incorporating the provisions peculiar to a specific project.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work

SURETY - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound to the CITY with and for the CONTRACTOR to insure performance of the Contract and payment of all obligations pertaining to the work.

WORK - All the work materials or products specified, indicated, shown or contemplated in the Contract Documents to construct and complete the improvement, including all alterations, modifications, amendments or extension thereto made by Change Orders.

## ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

Abbreviations of organizations which may be used in these Specifications are:

AASHTO: American Association of State Highway and Transportation Officials

ACI: American Concrete Institute

AIA: American Institute of Architects

AISC: American Institute of Steel Construction

AITC: American Institute of Timber Construction

ANSI: American National Standards Institute

APWA: American Public Works Association

ASTM: American Society for Testing and Materials

ASCE: American Society of Civil Engineers

ASME: American Society of Mechanical Engineers

ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers

AWPA: American Wood Preservers Association

AWWA: American Water Works Association

AWS: American Welding Society

BCEQCB: Broward County Environmental Quality Control Board

CRSI: Concrete Reinforcing Steel Institute

FDEP: Florida Department of Environmental Protection

FDNR: Florida Department of Natural Resources

FDOT: Florida Department of Transportation

FPL: Florida Power and Light

IEEE: Institute of Electrical and Electronic Engineers

NACE: National Association of Corrosion Engineers

NCPI: National Clay Pipe Institute

NEC: National Electrical Code

NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Act
PCI:	Prestressed Concrete Institute
SFBC:	South Florida Building Code, Broward Edition, Latest Revision
SFWMD:	South Florida Water Management District
SSPC:	Structural Steel Painting Council
UL:	Underwriters' Laboratories, Inc.
UNCLE:	Utility Notification Center for Location before Excavation (1-800-432-4770)
USEPA:	United States Environmental Protection Agency
USGS:	United States Geological Survey
WWEMA:	Water and Wastewater Equipment Manufacturers Association



## ARTICLE 3 - MISCELLANEOUS PRELIMINARY MATTERS

### 3.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the ENGINEER who will issue a correction, if necessary, in writing. The CONTRACTOR shall comply with any corrective measures regarding the same as prescribed by the ENGINEER.

### 3.2 Submissions:

Unless indicated otherwise in the Contract Documents, within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 15 in the Instructions to Bidders, the CONTRACTOR shall submit to the ENGINEER an estimated progress schedule indicating the starting and completion days of the various stages of the work. A preliminary Schedule of Values and a preliminary schedule of Shop Drawing submissions may also be required by Section 01 34 00 of Division 1 - General Requirements.

### 3.3 Pre-construction Conference:

The Contractor will be required to attend a mandatory Pre- Construction Conference for review of the above schedules, establishing procedures and establishing a working understanding among the parties as to the work.

### 3.4 Contract Time:

The Contract Time will commence on the date of the Notice to Proceed and shall exist for the total number of days as specified in the Proposal Bid Form as modified by any subsequent Change Orders, Unless the CONTRACTOR fails to complete the requirements of the Instructions to Bidders, the additional time in days (including weekends) required to correctly complete the documents will be deducted by CITY from the Contract Time specified by the CONTRACTOR in this Proposal.

### 3.5 Computation of Time:

When any period of time is referred to the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a legal holiday, such day shall be omitted from the computation.

### 3.6 Commencement of Work:

The CONTRACTOR shall not perform work at the site prior to the date of the Notice to Proceed.

### 3.7 Extension of Contract Time:

Extensions of time shall be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 11, Changes in Contract Time and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the Project schedule. Time extensions shall not be

granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

3.8                    Notice and Service Thereof:

All notices, demands, requests, instructions, approvals and claims shall be in writing. Notices, demands, etc. shall be deemed to have been validly given 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, or if delivered at or sent by registered or certified mail, postage prepaid, to the business address as defined at the Pre-Construction Conference.

3.9                    Separate Contract:

The CITY reserves the right to let other Contracts in connection with this Project. The CONTRACTOR shall afford other Contractors reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

3.10                   Assignments of Contract:

No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder shall be made.

3.11                   Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the ENGINEER. However, whether or not such an agreement is made or filed as noted, the CONTRACTOR and the Surety in all cases shall indemnify and save harmless the CITY from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the said CITY from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the work.

3.12                   Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the Director of Internal Revenue, Jacksonville, Florida.

The CONTRACTOR is solely responsible for obtaining the desired exemption certificate from the Federal Government.

### 3.13 Savings Due to Excise Tax Exemptions:

The Bidder shall include in the Bid price the estimated cost of all goods, supplies and equipment which will be incorporated in the Work and the taxes that the Bidder would be required to pay if the Bidder were to purchase such goods, supplies or equipment. By subsequent Change Order(s), the parties shall reduce the Bid price to reflect any goods, supplies and equipment purchased directly by City and the resulting tax savings due to City's exemption from Excise Taxes.

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. Consistent with the tax exemption for municipalities provided by state law, CITY and CONTRACTOR shall jointly operate so that CITY may purchase directly, goods, supplies and equipment which will be incorporated into the Work. The goods, supplies and equipment that will be purchased by CITY shall be approved in advance by the parties.

With respect to all goods, supplies and equipment to be purchased by CITY, CONTRACTOR shall, on behalf of CITY, take all actions necessary and appropriate to cause all purchases to be made and shall be responsible for delivery of all such goods, supplies and equipment, including verification of correct quantities and documents or orders, coordination of purchases and delivery schedules, sequence of delivery, unloading, handling and storage through installation, obtaining warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods, supplies and equipment at the time of delivery, and other arrangements normally required for the particular goods, supplies or equipment purchased. Unless otherwise directed by CITY, such actions shall also include taking the lead in efforts to resolve any and all disputes with the vendor. CONTRACTOR shall ensure that each vendor of goods, supplies and equipment purchased by CITY agrees in writing to the terms and conditions contained in CITY'S standard purchase order, which terms and conditions are set forth in Section 00 80 00 of the Contract Documents. Even though CITY may purchase such goods, supplies and equipment, the goods, supplies and equipment shall be stored at the site in the same manner as goods, supplies and equipment purchased by CONTRACTOR.

CONTRACTOR shall hold CITY harmless from delays in manufacturing, delivery, and other unforeseen conditions that may arise as part of the procurement of CITY-purchased goods, supplies and equipment.

### 3.14 Overtime Work:

The CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

### 3.15 Inspections and Testing during Overtime:

The CONTRACTOR shall establish a normal work schedule which does not exceed eight hours per day in a normal work day nor forty hours per week in a normal work week. Normal work days shall be Monday through Friday. Whenever CONTRACTOR's work requires scheduled overtime,

unless such overtime work is specifically required by the Contract Documents, CONTRACTOR shall reimburse the CITY for the extra costs incurred for providing Inspectors. Overtime shall be scheduled only after CONTRACTOR obtains written permission from the CITY. A change order shall be prepared to cover the CITY costs. Inspector costs shall be charged to the CONTRACTOR at a rate of \$80.00 per hour with a minimum of four hours charged for weekends and holidays. If the CONTRACTOR has an overtime work force size of fifty or more persons a second Inspector will be required and the costs for two Inspectors will be \$160.00 per hour.

3.16                    Nights, Sunday or Holiday Work:

Except upon specific permission of the ENGINEER, the CONTRACTOR shall not perform any work on Sundays or on legal State or Municipal holidays. In accordance with City of Hollywood Code of Ordinances, Section 21.49, no work between 6:00 p.m. and 8:00 a.m. will be permitted, except in case of an emergency, that violates Section 21.49 concerning noise levels. All costs of testing and inspection performed during night, Sunday or holiday work shall be borne by the CONTRACTOR. The CONTRACTOR shall notify all regulatory agencies, including but not limited to the City Police Department, Fire Department, and Code Enforcement Department.

3.17                    Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of City as are set forth in Section 768.28, Florida Statutes.

## ARTICLE 4 - CONTRACT DOCUMENTS

### 4.1 Intent:

The Contract Documents comprise the entire Agreement between the CITY and CONTRACTOR concerning the work. The Contract Documents can be altered only by Change Order. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents that the CONTRACTOR, for due consideration, shall furnish all equipment, material, supervision and labor, (except as may be specifically noted otherwise) required or necessary to complete the work in total accordance with said Documents. It is the intent of the Drawings and Specifications to describe the Project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Drawings or Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for.

### 4.2 Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Notice to Bidders
3. Instructions to Bidders
4. Supplementary General Conditions
5. General Conditions
6. Division 1, General Requirements
7. Technical Specifications
8. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

### 4.3 Reference To Standards:

Any reference to standard Specifications, manuals or codes of any organization or governmental authority shall mean the latest edition, in effect as of the Bid Opening Date.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.1 Bid Guarantee:

Bidders maybe required to submit a Bid Guarantee in an amount indicated in the NOTICE TO BIDDERS. This Guarantee may be a Certified or Cashier's Check on a solvent National or State Bank, or a Bid Bond written by a Surety licensed to do business in Florida and rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

### 5.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bonds, in amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR's obligations. The Bond or Bonds shall remain in effect one year after the date of final payment. The Surety must be qualified as specified above in Paragraph 5.1. However, the City reserves the right to require additional bonds as set forth in Article 5 of the Contract.

### 5.3 Signatures:

All Bonds signed by an Agent must be accompanied by a Certified copy of the authority to act, with said copy having been signed (not typed nor printed) by an Officer of the Surety and carrying the seal of the Surety.

### 5.4 Insurance Coverage:

Within ten days from Notice of Award the CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workmen's Compensation, Disability Benefit and other similar employer's liability acts;
- B. Claims for damages because of bodily injury, sickness or disease, or death, or death of his employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- D. Claims for damages covered by personal injury liability which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;
- E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

5.5                    Certificates of Insurance:

Within ten days of award, the Contractor shall obtain a Certificate of Insurance reflecting the necessary coverages as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the CITY. The City of Hollywood must be named as additional insured on all coverage with the exception of Workmen's Compensation. Policies shall be issued by companies authorized to do business under the Laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best Key Rating Guide", published by A.M. Best Company.

5.6                    Insurance Limits of Liability:

The insurance required by this Article shall be written for no less than the level of liability specified in "Insurance Requirements", Section 2 of the Supplementary General Conditions, or required by law, whichever is greater. The insurance shall include contractual liability insurance applicable to the CONTRACTOR's obligations under this contract.

The level required in Section 2 of the Supplementary General Conditions will not be reduced for any reason.

## ARTICLE 6 - AVAILABILITY OF LAND; REFERENCE POINTS

### 6.1 Rights-of-Way:

Lands or Rights-of-Way for the work to be constructed under the Contract will be provided by the CITY. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or Rights-of-Way provided. Any additional lands or Rights-of-Way required for construction operations shall be provided by the CONTRACTOR at his own expense; provided, that the CONTRACTOR shall not; and the CITY nor the ENGINEER shall not be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

### 6.2 Permits:

When required by Article 21 of the Instruction to Bidders, the CONTRACTOR shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon Rights-of-Way, and to present evidence to the ENGINEER that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

### 6.3 Lines and Grades:

The CONTRACTOR shall furnish all grades and all other lines required for the proper execution of the work.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### 7.1 Laws/Regulations to Be Observed:

The CONTRACTOR shall familiarize himself and comply with all Federal, State, County and CITY laws, by-laws, ordinances or regulations controlling the action or operation of those engaged or employed in the work or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the CITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees or Subcontractors.

### 7.2 Indemnification of City:

- (a) CONTRACTOR shall, at all times hereafter, indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement.
- (b) CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under the Contract Documents.
- (c) The obligations of the CONTRACTOR above shall not extend to the liability of the City of Hollywood.
- (d) The provisions of (a) and (b) above shall survive the expiration or earlier termination of the



Contract Documents.

7.3            Guarantee of Payments:

The CONTRACTOR guarantees the payments of all just claims for materials, supplies, tools, labor and other just claims against him, or any Subcontractor in connection with this Contract, and his bond will not be released by final acceptance and payment by the CITY unless all such claims are paid or released.

7.4            Permits and Licenses:

The CONTRACTOR shall obtain all permits and licenses required by the Contract Documents. A copy of the permit(s) and such conditions and requirements thereon are a part of the Contract Documents. Failure to obtain such permits or licenses shall subject the CONTRACTOR to the provisions of the South Florida Building Code, Broward Edition.

7.5            Emergencies:

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

7.6            Substitutes or "Or Equal":

A.        Substitutes or "Or-Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The ENGINEER will be allowed 30 days within which to evaluate each proposed substitute. The ENGINEER will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE ENGINEER'S PRIOR WRITTEN ACCEPTANCE which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. The procedure for review by the ENGINEER is as follows:

If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. In addition, the application shall

1. State that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of completion on time.
2. State whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adapt design to the proposed substitute. The CONTRACTOR shall be responsible for any extra design adaptation costs

associated with a proposed substitute.

3. State whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.
4. Provide complete substitute identification and description, including manufacturer's and local distributor's name and address, performance and test data, and reference standards.
5. Provide samples, as required by ENGINEER.
6. Provide name and address of similar projects on which the proposed substitute has been used, and date of installation.
7. Identify all variations of the proposed substitute from that specified.
8. Indicate available maintenance, repair and replacement service.
9. Submit an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. The CONTRACTOR shall be responsible for the costs of redesign and claims of other Contractors.
10. Provide any additional data about the proposed substitute as the ENGINEER may require of the CONTRACTOR.

B. Substitute means, method, technique, sequence or procedure of construction:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in Paragraph 7.6 A.

- C. 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.
- D. The ENGINEER will record time required by the ENGINEER and/or the ENGINEER's consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE ENGINEER AND THE ENGINEER's CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.
- E. Any and all costs which result from changes to/adaptations of the work shall be paid by the CONTRACTOR including but limited to design, materials, installation, etc.

## 7.7

### Shop Drawings:

Shop Drawing submittals shall be as follows:

- A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the ENGINEER to retain three copies unless additional copies are specified in the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

- B. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications, and all other submittal requirements.
- C. Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered Engineer of the discipline involved.
- D. The CONTRACTOR shall thoroughly review and check the Shop Drawings, and each and every copy shall show his approval thereon. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Drawings and Specifications.
- E. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent. It is the CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the ENGINEER along with his comments as to compliance, non-compliance, or features requiring special attention.
- F. If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- G. The CONTRACTOR shall keep one set of Shop Drawings marked with the ENGINEER's approval at the job site at all times.
- H. Where a Shop Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the ENGINEER.
- I. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the Drawings. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

## 7.8      Personnel:

- A. Supervision and Superintendence:
  - 1. The CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The CONTRACTOR shall be

responsible to see that the finished work complies accurately with the Contract Documents.

2. The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent fluent in both oral and written communication in the English language, who shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The Superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

B. Workforce:

1. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the ENGINEER, the CONTRACTOR or any Subcontractor shall discharge any person who is, in the opinion of the ENGINEER, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the ENGINEER. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents.
2. With respect to all skilled, semi-skilled and unskilled workers employed on the Project under this Contract, preference in employment shall be given to persons residing in Hollywood when such persons are available and qualified to perform the work to which the employment relates. No person shall be employed in violation of the State or National Labor Laws. No person under the age of 16 years shall be employed on a Project under the Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract; provided that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on a Project under this Contract without specific approval of the ENGINEER.
3. No discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Subcontractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable State and Federal laws in this regard.

7.9      Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

B. Responsibilities:

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall

take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

C. Designated Safety Officer:

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated in writing by the CONTRACTOR to the ENGINEER.

D. Protection of the Work:

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

7.10      Traffic Control, Public Safety and Convenience:

- A. The CONTRACTOR shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work.
- B. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT (954) 921-3610 AT LEAST 48 HOURS IN ADVANCE.
- C. Streets shall not be closed, except when and where directed by the ENGINEER, and whenever a street is not closed the work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.
- D. When permission has been granted to close an existing roadway, or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the ENGINEER. From sunset to sunrise, the CONTRACTOR shall furnish and maintain as many yellow lights as the ENGINEER may direct.
- E. During working hours the CONTRACTOR shall furnish watchmen in sufficient numbers 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 shall have provided the necessary protection.

- F. No separate payment will be made for such signs, barricades, lights, flags, watchmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.
- G Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practicable, be kept in condition for their intended uses. While the work is actually going on at any location, as much as half the street width at that location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed needlessly. 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 ten feet of any such hydrant.
- H. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

7.11            Use of Explosives:

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe the utmost care so as not to endanger life or property, and whenever directed, the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of a competent watchman at all times. The CONTRACTOR must familiarize himself with all laws and ordinances pertaining thereto, and govern himself and his employees accordingly.

7.12            Loading of Structures:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

7.13            Concerning Subcontractors:

- A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Subcontractor shall be properly licensed for the type of work he is to perform.
- B. A copy of each Sub-Contract shall be filed promptly with the ENGINEER upon request. Each Sub-Contract shall contain a reference to the Contract between the CITY and the CONTRACTOR, and the terms and conditions of the Contract shall be made a part of each Sub-Contract. Each Sub-Contract shall provide for annulment of same by the CONTRACTOR upon written order of the ENGINEER if the Subcontractor fails to comply with the requirements of this Contract.
- C. The CONTRACTOR shall be responsible to the CITY and ENGINEER for the acts and omissions of his Sub- Contractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the

CITY or ENGINEER nor relieve the CONTRACTOR of any liability or obligation under this Contract.

7.14

Materials and Equipment:

A. Material for the Work:

1. The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
2. Unless otherwise specified, shown or permitted by the ENGINEER, all material and equipment incorporated in the work shall be new and of current manufacture. The ENGINEER may request the CONTRACTOR to furnish manufacturer's certificates to this effect.
3. The ENGINEER may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. The CONTRACTOR shall afford such facilities as the ENGINEER may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall furnish evidence satisfactory to the ENGINEER that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the work. Unless otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.
4. All packaged manufactured products for use on the work shall be delivered to the work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.
5. Wherever any product or material is selected to be used on the work, all such products or material shall be of the same brand and manufacture throughout the work.
6. All equipment, tools and machinery used for handling material or executing any part of the work shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the work shall be such that no injury to personnel, the work, adjacent property or other objects will result from its use.
7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

B. Storage of Materials:

1. All materials and equipment including that ordered by the CITY designed for permanent installation in the work shall be properly stored by the CONTRACTOR to insure protection against deterioration of any type. These materials shall be placed

as to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.

2. Materials stored in public Rights-of-Way, shall be stored in such a manner so as to be compatible with the Traffic Control requirements set forth in Paragraph 7.10. Materials shall be stored so as not to deny access to public or private property. Stored materials shall be adequately marked with barricades and/or flashing warning lights, where necessary, so as to protect the materials from damage and to protect the public health, safety and welfare.
3. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or Lessee of that private property. Should the CONTRACTOR desire to store equipment or materials of any kind on the property of the CITY, he must obtain permission from the ENGINEER. The CITY reserves the right to order materials to be removed or relocated in such approved storage areas, if necessary.
4. The protection of stored materials shall be the CONTRACTOR's responsibility and the CITY OF HOLLYWOOD shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials.

C. Salvage of Materials and Equipment:

The CITY reserves the right to retain title to all soil, sand, stone, gravel, equipment, machinery or any other material that was a part of the structure, site or Right- of-Way and which was developed from excavations or other operations connected with the work. The CONTRACTOR will be permitted to use in the work, without charge, any such material which meets the requirements of the Contract Documents. For that material which the CITY desires to retain the CONTRACTOR shall, at his expense, transfer to a site within the CITY as designated by the ENGINEER. That material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR's expense.

7.15      Temporary Utilities:

The CONTRACTOR shall provide and maintain at his own expense, all water, power, telephone and sanitary facilities as required to comply with State and/or local Codes and Regulations. If water, including that for testing is required, it is the CONTRACTOR's responsibility to arrange through the CITY Water Department for a water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

7.16      Review of Records:

The CONTRACTOR shall allow and permit the ENGINEER or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and other relevant data and records pertinent to the CONTRACT and Sub-Contracts.

7.17      Use of Premises:



CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or required by the Contract Documents, and shall not interfere with the premises or operation of the City Utilities facilities with construction equipment or other materials or equipment. Construction which interferes with Plant Operations shall be fully coordinated and approved by the ENGINEER.

7.18                    CONTRACTOR's Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, Subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms approved by the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each work day.

7.19                    Record Documents:

The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER upon completion of the work.

7.20                    Cleanliness of the Site:

During the progress of the work, The CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

7.21                    Dust Control:

It shall be the CONTRACTOR's responsibility to control dust by watering as directed by the ENGINEER. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the ENGINEER, the CITY will control the dust by whatever means the CITY desires and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

7.22                    Continuing the Work:

The CONTRACTOR shall carry on the work and maintain the Progress Schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

7.23                    Indemnification:

In consideration of the amount listed in the Schedule of Prices Bid and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the CITY), in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or his subcontractor, agents, servants or employees.

Contractor agrees to indemnify and save harmless the CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the Contractor, his subcontractor, agents, servants or employees. Contractor further agrees to indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, his subcontractor or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY as set forth in Section 768.28, Florida Statutes.

The CITY will pay to the Contractor the specific consideration, in the amount stated in the Schedule of Prices Bid. The Contractor shall acknowledge the receipt of payment and other good and valuable consideration from the Owner which has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Chapter F.S.A., Section 725.06.

#### ARTICLE 8 - CITY'S RESPONSIBILITIES

##### 8.1           Communications:

The CITY shall issue all communications to the CONTRACTOR through the ENGINEER.

##### 8.2           Furnish Contract Documents:

The CITY shall furnish the number of Contract Documents as specified in the Supplementary General Conditions to the CONTRACTOR at no cost. Referenced Standard Specifications Manuals, guidebooks, etc., will not be provided.

##### 8.3           Furnish Right-of-Way:

The CITY shall furnish the necessary land or Right-of-Way on which the work is to be accomplished, and will provide lines and grades as specified in Article 6.

##### 8.4           Timely Delivery of Materials:

The CITY shall be responsible for the delivery of any CITY furnished material, equipment or labor as specified in the Contract Documents.

## ARTICLE 9 - ENGINEER'S STATUS

### 9.1 Authority of the Engineer:

- A. The general supervision of the execution of this Contract is vested in the ENGINEER who is the CITY's sole representative during the construction period. The instructions of the ENGINEER are to be strictly and promptly followed in every case. The CONTRACTOR's representative (Article 7.8 A. 1.) shall be responsible for the execution of any instructions given by the ENGINEER during the absence of the CONTRACTOR.
- B. The ENGINEER is the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. Claims, disputes and other matters relating to the acceptability of work or requirements of the Contract Documents shall be referred in writing to the ENGINEER within 15 days of the event, with a request for a formal decision, which the ENGINEER will render in writing within a reasonable time. This rendering of a decision by the ENGINEER will be a condition precedent to any exercise by the CITY or CONTRACTOR of rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.
- C. The ENGINEER will issue with reasonable promptness any written clarifications or interpretations of the Contract Documents as he shall deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If, as a result of a clarification or interpretation, either the CONTRACTOR or ENGINEER believes a Change Order is justified, it shall be submitted.
- D. The ENGINEER has approval authority over the acceptability of all material or equipment furnished, Shop Drawings, Change Orders, work performed and the rate of progress of the work. Verification of the quantities of work performed for pay purposes is the responsibility of the ENGINEER.
- E. The ENGINEER also has the authority to disapprove or reject work which is defective, and may require special inspection or testing of the work, whether or not it is fabricated, installed or completed.
- F. The ENGINEER has the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to the unsuitable prosecution of the work, or for such time as is necessary due to failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract. The CONTRACTOR shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the ENGINEER.

### 9.2 Access to the Work:

The ENGINEER is to have free access to the materials and work at all times for laying out, measuring or inspecting same, and the CONTRACTOR is to afford him all necessary facilities and assistance for so doing.

### 9.3 Limitations on The ENGINEER's Responsibilities:

- A. Neither the ENGINEER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER

to the CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the work.

- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER has authority to supervise or direct performance of the work.
- C. The ENGINEER will not be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, nor the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the work.

#### 9.4      Inspectors:

- A. Inspectors employed by the CITY assist the ENGINEER in ascertaining the work conforms to the Contract Documents and are authorized to inspect all work done and material furnished as representatives of the ENGINEER. Inspectors shall be stationed at the site of the work to report to the ENGINEER as to the progress of the work and the quality of workmanship and material.
- B. In case of any dispute arising between the CONTRACTOR and the Inspector, the Inspector shall have the authority to reject material or to suspend the work until the question of issue can be referred to and decided upon by the ENGINEER.
- C. If the CONTRACTOR refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. work done during the absence of the Inspector, after such written notice, will not be accepted nor paid for.
- D. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor to issue instructions contrary to them. Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with management of the work by the latter. Any instructions which Inspectors may give the CONTRACTOR shall in no way be construed as releasing the CONTRACTOR from fulfillment of the terms of the Contract.
- E. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR will constitute a violation of this Contract and may subject the CONTRACTOR to other penalties provided for by law or ordinance.

## 9.5

### Inspections:

- A. The ENGINEER will make, or have made, such inspections and tests as he deems necessary to assure that the work is being accomplished in accordance with the requirements of the Contract. In the event such Inspections or tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures as well as the cost of subsequent reinspection and retesting.
- B. Work done in the absence of a prescribed inspection may be required to be removed and replaced under proper inspection. The entire cost of removal and replacement, including the cost of all material which may be furnished by the CITY and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequent replacement.
- C. Unless otherwise provided, the cost of inspection and all inspection fees imposed by public agencies other than the fees associated with the issuance of the Master Building Permit by the City of Hollywood shall be paid by the CONTRACTOR.
- D. No inspection nor any failure to inspect at any time or place shall relieve the CONTRACTOR from any obligation to perform all of the work in strict conformance with the requirements of the Contract Documents.

## ARTICLE 10 - CHANGES IN THE WORK/CONTRACT PRICE

### 10.1

#### Changes in the Work or Terms of Contract Documents:

- A. Without invalidating the Contract and without notice to any surety CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Clarifications, or Change Orders.
- B. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change.

This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

### 10.2

#### Supplemental Instructions - Clarifications:

- A. The CITY, through the ENGINEER, shall have the right to approve and issue Clarifications setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Clarifications involve no change in the Contract Price or the Contract Time.
- B. The ENGINEER shall have the right to approve and issue Clarifications setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Clarifications involve no change in the Contract Price or the

Contract Time.

10.3

Change Orders:

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Clarifications, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by or Change Orders approved in advance and issued in accordance with the provisions of the CITY Procurement Code, as amended from time to time.
- B. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a or Change Order setting forth the adjustments is approved by the CITY. Upon receipt of a Change Order CONTRACTOR shall promptly proceed with the work set forth within the document.
- C. Change Orders shall be issued for change in Contract Price related to Cost Allowances specifically included on the Proposal Bid Form. Change Orders shall be issued when required for all other Contract Price Changes. Hereinafter, the term "Change Order(s)" shall be used to include "Change Orders" with the exception that Change Order shall not be used for any Contract Time adjustments.
- D. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or the work shall be performed on the "cost of work" basis as described in Article 10.4.
- E. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.
- F. Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY.

10.4

Value of Change Order Work:

- A. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - A.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Article 10.4.G.
  - A.2 By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.
  - A.3 On the basis of the "cost of work," determined as provided in this Article, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Article 10.4.D.
- B. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order.

Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 10.4.C.

- B.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.
- B.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- B.3 Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors, If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of ENGINEER, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- B.4 Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.
- B.5 Supplemental costs including the following:  
The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.

Cost, including transportation and maintenance, of all materials, supplies,

equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses. The cost of utilities, fuel and sanitary facilities at the site. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.

Cost of premiums for additional bonds and insurance required because of changes in the work.

C. The term "cost of the work" shall not include any of the following:

- C.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in this Article, all of which are to be considered administrative costs covered by CONTRACTOR's fee.
- C.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.
- C.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.
- C.5 Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- C.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Section.

D. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- D.1 A mutually acceptable fixed fee or if none can be agreed upon,
- D.2 A fee based on the following percentages of the various portions of the cost of the work:



For costs incurred under Article 10.4.B.1, CONTRACTOR's fee shall not exceed ten percent (10%).

For costs incurred under Article 10.4.B.3 and B.4, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%);

No fee shall be payable on the basis of costs itemized under Article 10.4.B.5 and Article 10.4.C.

- E. The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- F. Whenever the cost of any work is to be determined pursuant to Articles 10.4.B and 10.4.C, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.
- G. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- H. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to ENGINEER and CITY.
  - H.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
  - H.2 Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- I. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

#### 10.5 Notification and Claim for Change of Contract Price:

- A. Any claim for a change in the Contract Price shall be made by written notice by CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in

support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Price shall be in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

10.6 Notice of Change:

If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the CITY. Failure of the CONTRACTOR to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

10.7 Records:

The CONTRACTOR's representative and the ENGINEER shall compare records of extra work done at the end of the day. Such records shall be made in duplicate upon a form provided for such purpose by the ENGINEER and shall be signed by both the Inspector and the CONTRACTOR's representative, one copy being submitted to the ENGINEER and the other being retained by the CONTRACTOR.

10.8 Cancelled Items and Payments Therefore:

The CITY COMMISSION shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein. Such cancellation shall entitle the CONTRACTOR to payment in a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the work, prior to date of such cancellation or suspension, may be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon, become property of the CITY, or may be returned to the manufacturer for a reasonable restocking charge.

10.9 Full Payment:

The Compensation herein provided shall be received and accepted by the CONTRACTOR as payment in full for all extra work done or costs incurred in event of cancellation.

## ARTICLE 11 - CHANGES IN THE CONTRACT TIME

### 11.1 Change Order:

The Contract Time may only be changed by a Change Order. A FULLY EXECUTED CHANGE ORDER MUST EXIST PRIOR TO EXTENSION OR SHORTENING OF THE CONTRACT TIME.

### 11.2 Notification and Claim for Change of Contract Time:

- A. Any claim for a change in the Contract Time shall be made by written notice by the CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time shall be determined in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- B. The Contract Time will be extended an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made thereafter as provided in Article 11.2. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CITY, fire, floods, labor disputes, epidemics, abnormal weather conditions or acts of God

### 11.3 Basis for Extension:

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 12.3 or Article 15.1, and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts is used.

### 11.4 Change of Time Due to Contract Execution Problems:

Refer to Article 3.4 for a decrease in Contract Time when the CONTRACTOR fails to return the correctly executed Contract Documents within the time allowed.

### 11.5 Change of Time Due to Change Order Evaluation:

When evaluating a proposed Change Order, the ENGINEER shall have access to any available float or contingency time. Extension will only be considered in accordance with Article 11.3.

11.6            Change of Time and Inspection and Testing:

Neither observations by the ENGINEER, nor inspections, tests or approvals by others, passing or failing, will be cause for consideration of time extension.

11.7            Change of Time and Defective Work:

- A.    If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.
- B.    If the WORK is found to be defective per the Specifications, but the CITY chooses to accept it at its sole discretion, CONTRACTOR shall bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

11.8            Liquidated Damages:

All time limits stated in the Contract Documents are of the essence. The provisions of this Article 11 shall not exclude recovery for damages by CITY as indicated in Section 3 of the Supplementary General Conditions.

ARTICLE 12 - WARRANTY AND GUARANTEE;  
TEST AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1            Warranty and Guarantee:

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

12.2            Tests and Inspections:

- A.    The CONTRACTOR shall give the ENGINEER and, when appropriate, the Building Department and other regulatory authorities which have jurisdiction over the work, timely notice of readiness of the work for all required inspections, tests or approvals.
- B.    All inspections performed as a result of the issuance of the Master Building Permit shall be performed by the CITY. All costs associated with such inspections shall be paid by the CITY, EXCEPT THAT should said test or inspection fail to pass the CONTRACTOR shall pay all costs associated with the rework and the retesting.
- C.    When any other regulatory authority, by virtue of its rules or regulations, requires specific tests or inspections, the CONTRACTOR shall assume full responsibility for and pay all costs in connection with said tests and inspections.
- D.    The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be

incorporated in the work, or of materials or equipment submitted for approval prior to ENGINEER's acceptance thereof for incorporation in the work and as otherwise specified in the Contract Documents.

- E. Neither observations by the ENGINEER nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

#### 12.3 Uncovering Work:

- A. If any work that is to be inspected, tested or approved is covered without written concurrence of the ENGINEER, it must, if requested, by the ENGINEER, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR's expense.
- B. CONTRACTOR must contact all regulatory agencies issuing construction permits to make all necessary inspections. If CONTRACTOR fails to have the necessary inspections performed and such failure results in uncovering of work already performed, CONTRACTOR shall be responsible for all related time delays and monetary costs.
- C. If the ENGINEER considers it necessary or advisable that work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such work is not found to be defective the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor in accordance with Article 10.2 and Article 11.2.

#### 12.4 City May Stop the Work:

If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, the CITY may order the CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

#### 12.5 Correction or Removal of Defective Work:

If required by the ENGINEER, the CONTRACTOR shall promptly, without cost to the CITY and as specified by the ENGINEER either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective work.

#### 12.6 One- Year Correction Period:

If within one year after the date of Substantial Completion or Final Completion as applicable, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly without cost to the CITY and in accordance with the ENGINEER's written instructions, either correct such defective work, or if it

has been rejected by the ENGINEER remove it from the site and replace it with nondefective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the ENGINEER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

12.7                    Acceptance of Defective Work:

If instead of requiring correction or removal and replacement of defective work, the ENGINEER prefers to accept it, he may do so. In such case, if acceptance occurs prior to the ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the CONTRACTOR to the CITY.

12.8                    City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the ENGINEER to proceed to correct and to correct defective work or to remove and replace rejected work as required by the ENGINEER in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the work in accordance with the Contract Documents, (including any requirements of the progress schedule), the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY's representatives, agents and employees such access to the site as may be necessary to enable the CITY to exercise his rights under this Paragraph. All direct and indirect costs of the CITY in exercising such rights shall be charged against the CONTRACTOR in an amount verified by the ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the CITY of the CITY's rights hereunder.

ARTICLE 13 - PAYMENTS TO THE CONTRACTOR

13.1                    Basis of Payment:

Progress payments shall be based on the aggregate of the unit price amounts listed in the Proposal or in the Schedule of Values which have been incorporated in the work acceptable to the ENGINEER.

13.2                    Unit Price Inclusion:

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties, removing crossings or other obstructions, protection or maintaining pipes, drains, railroad tracks, buildings, bridges, or other

structures furnishing temporary crossings or bridges, furnishing all supplemental construction stakes, batter boards, templets, common and ordinary labor for handling materials during inspection replacing any property damage, together with any and all costs or expenses for performing and completing the work as specified.

13.3            Schedule of Values: (Lump Sum Price Breakdown)

A Schedule of Values must be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required of Article 16 of the Instructions to Bidders. The schedules shall be satisfactory in form and substance to the ENGINEER, and shall include quantity and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to the ENGINEER.

13.4            Changed Conditions: (Unit Price Only)

It is mutually agreed that due to latent field conditions which cannot be foreseen at the time of advertising for bids, adjustments of the Plans to field conditions will be necessary during construction; and, therefore, such changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

13.5            Application for Progress Payment:

On the 20th day of the month or the first working day thereafter, the CONTRACTOR shall submit to the ENGINEER for review an Application for Payment form filled out and signed by the CONTRACTOR. The form shall be notarized, and shall cover the work completed as of the date of the application. The Application for Payment shall be accompanied by a Schedule of Values, and any other supporting documentation as the ENGINEER may reasonably require.

13.6            Payment for Materials:

If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to the ENGINEER, as will establish the CITY's title to the material and equipment and protect the CITY's interest therein, including applicable insurance.

13.7            Affidavit Required:

All Applications for Payment shall include an Affidavit of the CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be 10%.

13.8            Retainage:

The amount of retainage with respect to progress payments will be 10% until 50-percent completion of the construction services purchased pursuant to the Contract. After 50-percent completion of the construction services purchased pursuant to the Contract, the CITY shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR. For purposes of this paragraph, the term "50-percent completion" means the point

at which the CITY has expended 50 percent of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract.

13.9                    CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the CITY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "Liens").

13.10                    Review of Application for Payment:

The ENGINEER will, within seven (7) days, review the Application for Payment and either approve and submit it for payment or notify the CONTRACTOR of the deficiencies such that the CONTRACTOR may make the necessary corrections and resubmit in time for the month's payment. However, the ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the ENGINEER's opinion to protect the CITY from loss because:

- A.     The work is defective, or completed work has been damaged requiring correction or replacement.
- B.     Written claims have been made against the CITY or Liens have been filed in connection with the work.
- C.     The Contract Price has been reduced because of Change Order.
- D.     The CITY has been required to correct defective work or complete the work in accordance with Article 12.8.
- E.     The CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents.
- F.     The CONTRACTOR's failure to make payment to Sub- Contractors, or for labor, materials or equipment.

13.11                    Payment to the Contractor:

Payments are made only on the fifteenth day or first workday thereafter of each month.



ARTICLE 14 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION,  
FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE

14.1      Substantial Completion:

When the CONTRACTOR considers the entire work ready for its intended use, the CONTRACTOR shall, in writing to the ENGINEER, certify that the entire work is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter the CONTRACTOR and the ENGINEER shall make an inspection of the work to determine the status of completion. If the ENGINEER does not consider the work substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers the work substantially complete, the ENGINEER will prepare and deliver to the CONTRACTOR a Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a proposed Punch List, developed by the CONTRACTOR, of items to be completed or corrected before final payment.

Within 10 days after delivery of the certificate, the CITY shall review the proposed Punch List and either approve it or contact the CONTRACTOR to commence good faith efforts to develop a Punch List that is satisfactory to both parties. If the parties are unable to resolve any differences they may have in the development of the Punch List, the ENGINEER shall resolve their differences. The parties shall expedite the process of developing the Punch List with the intent of finalizing the Punch List within 30 days after the date of Substantial Completion.

At the time of delivery of the Certificate of Substantial Completion the ENGINEER will deliver to the CONTRACTOR written notice as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance, said responsibilities will be binding on the CITY and the CONTRACTOR until final payment. Unless otherwise stated herein or on the Certificate of Substantial Completion, all building, product, equipment, and machinery warranties will commence on the date of Substantial Completion. The CITY shall have the right to exclude the CONTRACTOR from the work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the Punch List.

14.2      Partial Utilization:

Use by the CITY of any finished part of the work which has specifically been identified in the Contract Documents or which the ENGINEER and the CONTRACTOR agree constitutes a separately functioning and usable part of the work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the work, may be accomplished prior to Substantial Completion of all the work subject to the following:

- A.      The ENGINEER at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the work which the ENGINEER believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the ENGINEER that said part of the work is substantially complete and request the ENGINEER to issue a Certificate of Substantial Completion for that part of the work. The CONTRACTOR, at any time, may notify the ENGINEER in writing that the CONTRACTOR considers any such part of the work ready for its intended use and substantially complete and request the ENGINEER to issue a Certificate of Substantial Complete for the part of the work. Within a reasonable time after either such request, the CONTRACTOR and the ENGINEER shall make an inspection of that part of

the work to determine its status of completion. If the ENGINEER does not consider that part of the work to be substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefore. If the ENGINEER considers that part of the work to be substantially complete, the provisions of Article 14.1 will apply with respect to Certificate of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

#### 14.3            Final Clean-Up:

Upon completion of the work and before final inspection shall be made, the CONTRACTOR shall clean and remove from the site, the Right-of-Way and adjacent property, all surplus and discarded materials, rubbish, and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area or length of the work under Contract. The placing of materials of every character, rubbish, or equipment on the abutting property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

#### 14.4            Final Inspection:

Upon written notice from the CONTRACTOR that the entire work or an agreed portion thereof is complete and final clean-up has been completed, the ENGINEER will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### 14.5            Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 7.19 of the General Conditions and other documents; all as required by the Contract Documents and after the ENGINEER has indicated that the work is acceptable (subject to the provisions of Article 14.9) the CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the work. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and

equipment bills, and other indebtedness connected with the work for which the CITY or the CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

14.6                    Final Payment and Acceptance:

If on the basis of the ENGINEER's observation of the work during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will recommend payment. Thereupon the ENGINEER will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

14.7                    Payment of Retainage Without Final Completion:

If through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the ENGINEER so confirms, the CITY shall, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ENGINEER, and without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted. If the remaining balance to be held by the CITY for work not fully completed or corrected is less than the retainage stipulated in the Agreement and if Bonds have been furnished as required in Article 5.2, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.8                    CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by the CITY nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the ENGINEER pursuant to Article 14.6, nor any correction of defective work by the CITY will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the work in accordance with the Contract Documents (except as provided in Article 14.9).

14.9                    Waiver of Claims:

The making and acceptance of final payment will constitute:

- A. A waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Article 14.4 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by the CITY of any

rights in respect of the CONTRACTOR's continuing obligations under the Contract Documents.

- B. A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

### 15.1 City May Suspend Work:

The CITY may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR which will fix the date on which work will be resumed. The CONTRACTOR shall resume the work on the date so fixed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

### 15.2 City May Terminate:

- A. Upon the occurrence of any one or more of the following events:
1. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
  2. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
  3. If the CONTRACTOR makes a general assignment for the benefit of creditors.
  4. If a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR's creditors.
  5. If the CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
  6. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved progress schedule revised from time to time).
  7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
  8. If the CONTRACTOR disregards the authority of the ENGINEER.
  9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

- B. The CITY may, after giving the CONTRACTOR and the Surety seven days' written notice and to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR, or CONTRACTOR's Surety, shall pay the difference to the CITY.
- C. Where the CONTRACTOR's services have been so terminated by the CITY, the CITY alone shall determine the scope and description of the work to be completed and the method and schedule for completing it.
- D. Where the CONTRACTOR's services have been so terminated by the CITY the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.
- E. Upon seven days' written notice to the CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

15.3 Contractor May Stop Work or Terminate:

If through no act or fault of the CONTRACTOR, the work is suspended for a period of more than 90 days by the CITY or under an order of court or other public authority, or the CITY fails for 60 days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven days' written notice to the CITY terminate the Contract and recover from the CITY payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

- END OF SECTION -

SECTION 00800  
SUPPLEMENTARY GENERAL CONDITIONS  
INDEX TO ARTICLES

1. Project Schedule	00800-2
2. Insurance Requirements	00800-3
3. Liquidated Damages	00800-5
4. Restricted Area	00800-6
5. Existing Facilities and Structures	00800-6
6. Explosives	00800-6
7. Contract Documents	00800-6
8. Required Notifications	00800-6
9. Notice of Completion	00800-9
10. Prevailing Wage Requirement	00800-6
11. Inspections and Testing During Overtime	00800-7
12. Retainage	00800-7
13. Owner's Contingency	00800-8
14. SRF Funding Requirements	00800-8

## **General Note:**

The General Conditions refer to specific section numbers in the Supplementary General Conditions. These reference numbers may not coordinate with the actual Article numbers utilized in the Supplementary General Conditions. The CONTRACTOR shall comply with all General Conditions and all Supplementary General Conditions as well as related conditions included in the General Requirements, Division 1 of the Technical Specifications. Incorrect cross-reference numbers shall not relieve this requirement.

### **1. Project Schedule**

Time is of the essence for this work. The following defines the schedule for the project:

#### **CONSTRUCTION WORK SCHEDULE CONSTRUCTION / STARTUP / ACCEPTANCE:**

<b><u>Major Milestones</u></b>	<b><u>Completion Time (calendar days)</u></b>
1. Major Milestone – Substantial Completion <sup>(1)</sup>	60
2. Major Milestone – Project Closeout <sup>(2)</sup>	120

Failure to meet any of the above defined construction/startup/acceptance completion dates shall subject the CONTRACTOR to pay damages as specified in these Supplementary General Conditions in Article 3.

#### **<sup>(1)</sup>Substantial Completion**

1. Refer to General Conditions Articles 14.1 and 14.2. (Certification of Substantial Completion Services appended to the Supplementary General Conditions).
2. Substantial Completion shall also include:
  - Record drawings received and accepted by the Engineer
  - The systems shall be tested and demonstrated for the Engineer's acceptance. The Engineer shall determine testing and demonstration sufficient for acceptance.
  - Guarantee certifications, performance affidavits, and all other certifications received and accepted by the Engineer.

Contractor shall also conform to construction sequence constraints as defined on the Drawings and in Specifications.

<sup>(2)</sup>Project Closeout

1. Refer to Division 1 General Requirement, Section 01 70 00 Project Closeout.
2. Project Closeout shall also include:
  - All requirements of substantial completion met plus the following
  - Site cleanup and restoration completed
  - All other site work completed
  - Minor punch list items completed (minor as defined by the Engineer in the field)
  - Demobilization completed
  - Releases from all parties who are entitled to claims

The title "Engineer" utilized in these descriptions for substantial and final completion shall mean the City staff engineer assigned to this project, or his designated representative.

**2. Insurance Requirements**

The insurance required by Article 5.6 of the General Conditions shall be as follows:  
Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City of Hollywood as an Additional Insured.

**1. BUILDERS RISK (BR 1) - Installation Floater: (Not Applicable)**

**2. GENERAL LIABILITY (GL3):**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

Expanded Definition of Property Damage The minimum limits acceptable shall be:

\$2,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$1,000,000 per Person  
\$2,000,000 per Occurrence  
\$100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12)



months following the acceptance of work by the City.

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

### 3. GENERAL LIABILITY (GLXCU):

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

### 4. VEHICLE LIABILITY (VL3):

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person

\$1,000,000 per Occurrence

\$100,000 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

### 5. **WORKERS' COMPENSATION (WC2):**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

### 6. **POLLUTION LIABILITY INSURANCE**

The minimum limits of liability shall be:

\$1,000,000 per each claim / \$2,000,000 aggregate

Coverage shall be provided by a company or companies authorized to transact business in the

state of Florida and the company or companies must maintain a minimum rating of "A" and Class X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the City with (30) days' notice of cancellation.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

**3. Liquidated Damages**

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:		
<u>Major Milestones</u>	<u>Completion Time (calendar days)</u>	<u>Liquidated Damages</u>
1. Substantial Completion	60	\$500/day
2. Project Closeout	30	\$500/day

The CITY is hereby authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the work under this contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be \$1,000/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times.

4. **Restricted Area**

The CONTRACTOR shall, in installing the new facilities, confine all activities within the CITY property, easement, and right-of-ways indicated.

5. **Existing Facilities and Structures**

All existing facilities shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.

6. **Explosives**

Explosives shall not be used on this project.

7. **Contract Documents**

The CITY will provide the CONTRACTOR with 1 (1) set of Contract Documents after the Notice to Proceed.

8. **Required Notifications**

When provisions of the pertinent codes, standards or regulations conflict with this Specification, the more stringent shall apply.

Prior to any site work, the CONTRACTOR shall notify the Engineering and Construction Services Division Inspector at (954) 921-3930.

Prior to excavation at the site, the CONTRACTOR shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

Prior to closure of any CITY streets or alleyways, or other activity which requires the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY of Hollywood Fire and Police Communications Section at (954) 967-4321.

9. **Notice of Completion**

See attached form.

10. **Prevailing Wage Requirement**

- A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her SUBCONTRACTORS on the work covered by this contract which shall be not less than the prevailing rate of wages and fringe benefits payment or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to

the date the CITY issued the invitation for bids for this project (the prevailing rate of wages and fringes can be obtained at website <http://www.access.gpo.gov/davisbacon>).

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the work classification for which no fringe benefit rate has been provided.

- B. Upon commencement of work, the CONTRACTOR and all of his/her SUB-CONTRACTORS shall post a notice in a prominent place at the work site stating the requirements of this Article.
- C. As per the City of Hollywood Code of Ordinances, Prevailing Wage Requirements and Fringe Benefits are applicable to the following: (A) Utilities projects over \$1,000,000.00 (one million dollars) and (B) All other projects over \$500,000.00 (five hundred thousand dollars).

**11. Inspections and Testing During Overtime**

- A. The following supplement Article 3.15 and 3.16 of the General Conditions:

For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY 3 days in advance. The CITY will provide inspection services for all overtime work and the CONTRACTOR shall pay for inspection services per Article 3.15, no exceptions.

Similarly, holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

- B. Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for "normal" work hours, days, etc.

Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

**12. Retainage**

CITY shall promptly make payment to CONTRACTOR, unless CITY has grounds for withholding the payment of retainage. CITY shall have grounds for withholding the payment of retainage with respect to any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statute Section 255.05, or otherwise the subject of a claim or demand by CITY or CONTRACTOR.

At acceptance of Substantial Completion, CITY shall promptly make payment to CONTRACTOR of one-half of the retainage then held by CITY. At acceptance of completion of all punch list items, CITY shall promptly make payment to CONTRACTOR the balance of retainage then held by CITY.

**13. Owner's Contingency (Not Used)**

# CERTIFICATE OF SUBSTANTIAL COMPLETION

**PROJECT: CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS  
VERIFICATION**

**ENGINEER:** Engineering Construction Services Division

**TO:**

**CONTRACTOR:**

**CONTRACT FOR:**

**NOTICE TO PROCEED DATE:**

**DATE OF ISSUANCE:**

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Portions of the work performed under this Contract as described above, have been reviewed and found to be substantially complete. The Date of Substantial Completion of Project or designated portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents for the noted area.

## **DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the ENGINEER ("Date of Issuance" above) when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER, for the above referenced "Project or Designated Portion" is attached to this form (attached "Punch List" dated\_\_\_\_\_).

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents.

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Please note that in accordance with Article 14 General Conditions, the Contractor retains full responsibility for the satisfactory completion of all work regardless of whether the Owner occupies and / or operates a part of the facility and that the taking possession and use of such work shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

City of Hollywood ECSD

# ENGINEER

BY

DATE \_\_\_\_\_

## CONTRACTOR

**BY**

DATE \_\_\_\_\_

The CITY OF HOLLYWOOD, through the City's authorized representative, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

**BY**

DATE \_\_\_\_\_

- END OF SECTION -

SECTION 00900

ADDENDA

(Addenda are attached.)



# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 · HOLLYWOOD, FL 33022-9045 · PHONE: 954-921-3930 · FAX: 954-921-3937

## **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION Addendum 1**

Date: January 10, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### **Item 1: Exhibit 2**

Please refer to attached Exhibit 2 for repair of 12" diameter PVC water main at intersection of A1A and Balboa Street. Contractor needs to submit required MOT for approval by FDOT and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles and dewatering well points if required, excavate, replace the 12" water main as needed using DR 18 PVC pipe and hymax couplings, backfill, arranging density test, final pavement per FDOT standard, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this item.

### **Item 2: Exhibit 3**

Please refer to attached Exhibit 3 for replacement of 8" diameter sewer gravity main along N 28<sup>th</sup> Ave between Evans Street and Pershing Street. Contractor needs to submit required MOT for approval by City of Hollywood Development and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavate, replace the 8" diameter sewer gravity main using DR 18 PVC pipe and molded PVC fittings, reconnect up to 5 PVC laterals, backfill, arranging density test, sewer gravity pipe slope test, final pavement per FDOT standard, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this item.

### **Item 3: Specifications**

- 1) Specification Section 00301 – Bid Form will be revised and distributed in next addendum.
- 2) Please replace Specification Section 01025 – Basis of Payment will be revised and distributed in next addendum.



ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

A handwritten signature in blue ink, appearing to be 'FJ' or similar, positioned above a horizontal line.

Feng Jiang, P.E., Assistant Director  
Department of Public Utilities

## **Exhibit 2**

Home ▾ Combined Utility Network - Webmap

Details | Basemap

Share | Print | Measure

Replace leaking 12" water main



Repair Leaking 12" Water Main at Intersection of AA & Balboa Street

### **Exhibit 3**

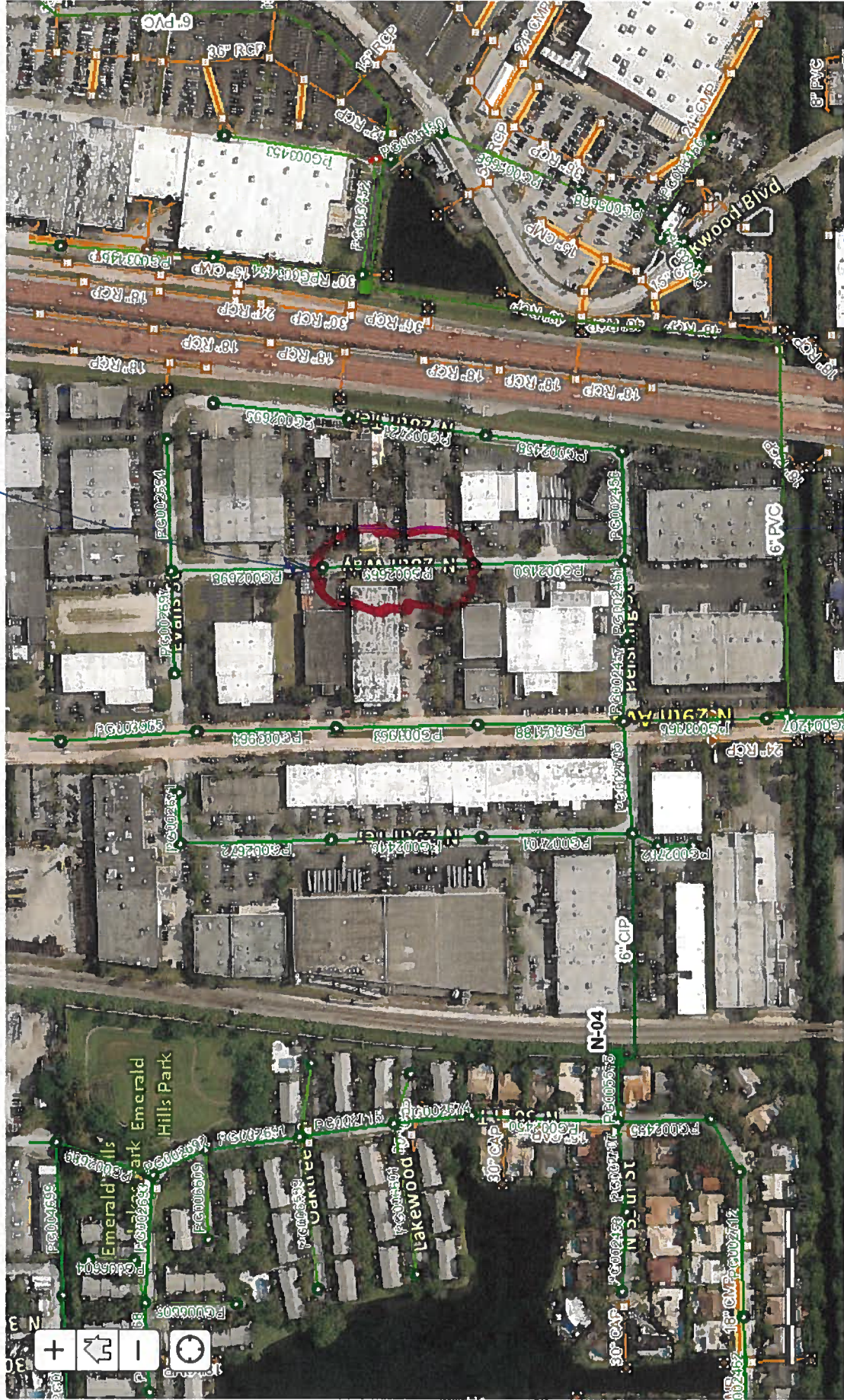


Home ▾ Combined Utility Network - Webmap

Details | Basemap |

Share | Print | Measure | B.

Replace ~392 LF 8" Gravity  
Sewer Pipe, 6' to 8' deep



Replacement of 8" Gravity Sewer Pipe along N 28th Ave





# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 • HOLLYWOOD, FL 33022-9045 • PHONE: 954-921-3930 • FAX: 954-921-3937

## **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION Addendum 2**

Date: January 24, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### **Item 1: Pre-bid Meeting Minutes & Attendance Record**

See attached pre-bid meeting minutes.

### **Item 2: Project Estimate**

Project estimate is \$400,000.00.

### **Item 3: Specifications**

- 1) Specification Section 00300 – Proposal. Page 00300-1, in the 4<sup>th</sup> paragraph, replace “Phase 1 within 214 days with final completion within 244 days and all Contract Work for Phase 2 within 734 days with final completion within 818 days” with “substantial completion of the project within 120 days and final project close out within 30 days”.
- 2) Specification Section 00301A – Bid Form has been revised and attached to this Addendum No. 2. It supersedes Section 00301
- 3) Specification Section 00420 – Information Required from Bidders. Delete Item 7 related to “list of projects the meet the following requirements”. This item does not need to be filled in the bid.
- 4) Specification Section 00800 - Supplementary General Conditions, on page 00800-2, change Substantial Completion days from 60 to 120, and change Project Closeout days from 120 to 30. On page 00800-5, change Substantial Completion days from 60 to 120.
- 5) Specification Section 01025A – Basis of Payment has been revised attached to this Addendum No. 2. It supersedes Section 01025.
- 6) Specification Section 02774 – Wastewater Collection System is included in this addendum.

**Item 4: Questions**

- 1) what is the budget or eng. estimate for this job?

**Response:** Please refer to Item 2.

- 2) will the City hire the Testing Agency or will the Contractor provide?

**Response:** City will select testing company and the contractor shall pay testing fee without markup.

- 3) At prebid meeting, it was stated hardcopy bids must be submitted to City Hall.

On BidSync it states " Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time."?

**Response:** City only accept original hard copy bid submittal.

- 4) In bid docs (F-4706-22-OT) General Information Section 00420-01, pages 23-25 on attachment, is this required information correct for this RFQ?

One project with large pump station \$50,000,000 or greater and three large pump station projects \$15,000,000 or greater?

Three projects demonstrating electrical subcontractor experience with medium or high voltage power systems?

**Response:** Please refer to Addendum Item 3.3).

- 5) On Proposal Form in the bid docs page 0300-01, it states "substantially complete phase 1 within 214 days with final completion within 244 days and all contract work for phase 2 within 734 days with final completion within 818 days". Is this completion time for this project? If not, what's the completion date for this project??

**Response:** Please refer to Addendum Item 3.1).

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

---

Feng Jiang, P.E., Assistant Director  
Department of Public Utilities



# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 • HOLLYWOOD, FL 33022-9045 • PHONE: 954-921-3930 • FAX: 954-921-3937

## **CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION Addendum 3**

Date: January 26, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### **Item 1: Specifications**

- 1) Specification Section 00301A – Bid Form, Specification Section 01025A – Basis of Payment, and Specification Section 02774 – Wastewater Collection System were missed in Addendum No.2 and are enclosed in this addendum.

### **Item 2: Questions**

- 1) In Addendum #2 it was stated that the Bid Form and Basis of Payment were revised and attached to Addendum. It also stated Wastewater Collection System specification was included with Addendum. The three items above weren't attached to Addendum. Could they be provided please? Thanks?

**Response:** Please refer to Item 1.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

DocuSigned by:

*Jeff Jiang*

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Feng Jiang, P.E., Assistant Director  
Department of Public Utilities



SECTION 00 301A  
**CITY OF HOLLYWOOD**  
**DEPARTMENT OF PUBLIC UTILITIES**  
**ENGINEERING AND CONSTRUCTION SERVICES DIVISION**  
**PROPOSAL BASE BID FORM**

Bid No.: F-4696-21-OT

Project Name: CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION

***BASE BID***

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
1	1	Mobilization for the lump sum price of (shall not exceed 3% of Bid Item Nos.2-15): _____ _____ _____ Dollars and _____ Cents	LS	\$ _____
2	1	Perform Excavation No.1 and Assist during test at: _____ _____ Dollars and _____ Cents	LS	\$ _____
3	1	Perform Excavation No.2 and Assist during test at: _____ _____ Dollars and _____ Cents	LS	\$ _____
4	1	Perform Excavation No.3 and Assist during test at: _____ _____ Dollars and _____ Cents	LS	\$ _____
5	1	Perform Excavation No.4 and Assist during test at: _____ _____ Dollars and _____ Cents	LS	\$ _____
6	6	Dewatering using submersible pump during excavation at each location at: _____	\$ _____ /Location	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
		_____ Dollars and _____ Cents		
7	10	Dewatering using well point dewatering system, equal to 25 well points, at: _____ Dollars and _____ Cents	\$ _____ /Location	\$ _____
8	3	Remove and restore asphalt and cover from sewer manholes at: _____ Dollars and _____ Cents	\$ _____ /EA	\$ _____
9		Police Car Service Allowance per test requirement: _____ Dollars and _____ Cents	--	\$ 10,000.00
10	1	All Work Associated with the Location and Excavation of the Leaking Water Main, at: _____ Dollars and _____ Cents	LS	\$ _____ _____
11	20	Furnish and Install 12" DR-18 PVC Water Main, at: _____ Dollars and _____ Cents	\$ _____ /LF	\$ _____
12	400	Furnish and Install 8" DR-18 PVC Gravity Sanitary Sewer, at: _____ Dollars and _____ Cents	\$ _____ /LF	\$ _____
13	1	Bypass Pumping System, at: _____ Dollars and _____ Cents	LS	\$ _____
14	200	Furnish and Install Sheet piling and Shoring, at: _____ Dollars and _____ Cents	\$ _____ /LF	\$ _____

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
15	1500	Asphalt Mill and Overlay (up to 2"), at: _____ _____ and _____ Dollars Cents	\$_____ /SY	\$_____
16		Testing fee and allowance for work as directed and upon authorization by the City due to undefined conditions of: <u>Seventy five thousand ----</u> Dollars and <u>No-----</u> Cents	--	\$ <u>75,000.00</u>
17	50	Measurement and payment to contractor's crew for utility locates or other unforeseen conditions based on hourly rate of the crew: _____ _____ No----- Dollars and Cents	\$_____ /Hour	\$_____
18	1	Consideration for Indemnification for the lump sum price of: <u>Ten-----</u> Dollars and <u>No-----</u> Cents	LS	\$ <u>10.00</u> —
19	1	Demobilization for the lump sum price of (shall be minimum 2% of Bid Item Nos.2-15) _____ Dollars and _____ Cents	LS	\$_____

**TOTAL BASE BID FOR PROPOSAL ITEMS 1 THROUGH 19**

Written:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Dollars and  
\_\_\_\_\_ Cents \$\_\_\_\_\_

**NOTES:**

1. SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE WORK SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).

2. THE CITY OF HOLLYWOOD REQUIRES THE CONTRACTOR TO PROVIDE THE UNIT PRICE/TOTAL IN TEXT AS WELL AS NUMERICAL FORMAT FOR EACH LINE ITEM LISTED IN THE PROPOSAL BID FORMS. FAILURE TO PROVIDE UNIT PRICE/TOTAL FOR EACH LINE ITEM IN TEXT AS WELL AS NUMERICAL FORMAT MAY RENDER THE ENTIRE BID PACKAGE NON-RESPONSIVE.
3. THE CITY OF HOLLYWOOD WILL EVALUATE THE BID PROPOSALS AND DETERMINE THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER FOR THE TOTAL BASE BID (ITEMS 1 THROUGH 19). IT IS THE CITY OF HOLLYWOOD'S INTENT TO AWARD THE PROJECT BASED UPON THE TOTAL BASE BID.

- END OF SECTION -

## SECTION 01025A

### BASIS OF PAYMENT

#### PART 1 -- GENERAL

##### 1.01 GENERAL

- A. Payments to the CONTRACTOR shall be made on the basis of the Proposal bid items as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The Basis of Payment for an item at the price shown in the Proposal shall be in accordance with its description of the item in this Section and as related to the work specified and as shown on the Drawings. Unit prices where used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.
- C. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the CONTRACTOR feel that the cost of any item of work has not been established by the Proposal or Basis of Payment, he shall include the cost for that work in the last Bid Item for each construction package so that his proposal for the project does reflect his total price for completing the work in its entirety.
- D. The CONTRACTOR shall submit, with each Payment Request, a list of Subcontractors that he is or will be utilizing for his contract. For each Subcontractor, the following information shall be provided:
  - 1. Total sub-contract dollar amount.
  - 2. Amount paid to date.

##### 1.02 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the Schedule of Payment Values as described in Section 01300, unless otherwise specified. A representative of the CONTRACTOR shall witness all field measurements.

##### 1.03 PAYMENT ITEMS

- A. Item No. 1 – Mobilization: The lump sum price bid for this item shall be full compensation for all mobilization activities, including but not limited to bonds, insurance, scheduling and other permit package, temporary facilities, audio-video documentation of the existing site, any space required

for staging, laydown, survey, storage, parking, etc., and all other activities necessary to prepare to complete the contract work. The payment items for mobilization shall not exceed 3% of the sum of Bid Items Nos. 2 through 15.

- B. Item No. 2 – Perform Excavation No.1 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 30" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, site restoration and final trench pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item
- C. Item No. 3 – Perform Excavation No.2 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 30" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, site restoration and final trench pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- D. Item No. 4 – Perform Excavation No.3 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 48" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, site restoration and final trench pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- E. Item No. 5 – Perform Excavation No.4 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 48" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, site restoration and final trench pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- F. Item No. 6 – Dewatering using submersible pump during excavation at each location: The unit price is to pay for all permit application, labor, equipment and material for dewatering of the excavated trench up to 40 feet long at each construction location, if required using up to 6" submersible dewatering pump. It is contractor's responsibility to provide required method including dewatering pumps, dewatering permit application, treatment tanks if necessary. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- G. Item No. 7 – Dewatering using well points during excavation at each location: The unit price is to pay for all permit application, installation, labor, equipment and material for complete well point system operations required for the work. The CONTRACTOR shall attempt to perform the work without well point system. However, if, in the opinion of the CITY well point system is necessary, it will be approved as a payment item. The pay item is a charge at each construction location for the well point system, equal to 25 well points. It is contractor's responsibility to provide required

method including dewatering permit application, dewatering pumps, treatment tanks if necessary. The CITY reserves the right to award any, all, or none of the money associated with this bid item.

- H. Item No. 8 – Remove asphalt and cover from sewer manholes: The unit price includes submittal of required MOT for approval, setting up MOT, removal of asphalt pavement up to 4" thickness in 300 square feet around a sewer manhole, removing and installing the manhole cover per test arrangement, restore the pavement to original condition after the test. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- I. Item No. 9 – Police Car Service Allowance: Included in this allowance is the arrangement of City Police Cars on site per MOT requirement. Three police cars are needed each test period. Contractor shall contact City of Hollywood Police Department and arrange the police cars for the test. No mark-ups from the Contractor will be allowed to this item. The Contractor shall produce documentation to verify actual cost as part of the payment application. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- J. Item No. 10 – All Work Associated with the Location and Excavation of the Leaking Water Main: The lump sum price indicated for this bid item shall be full compensation for all labor, equipment, and material necessary for preparation MOT, locating and excavation of the leaking water main defined in Exhibit 2. This item includes, but is not limited to, preparation and submittal of maintenance of traffic plans (MOTs), addressing comments regarding MOTs from agencies with jurisdiction, providing personnel as required to direct traffic (flaggers, crossing guards, local police, etc.), all temporary signage and striping, message boards, barricades, temporary barrier walls, drums, cones, providing signs, lights as required to maintain pedestrian traffic, installing temporary steel plates for vehicular traffic and all other work incidental to the maintenance of traffic as required by FDOT Standards and/or Broward County and/or the requirements of the City of Hollywood. Also included in this task is arrange utility locations in the area, saw cutting and removing existing paving, sidewalks, installing sheeting piles if required, excavation, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- K. Item No. 11 – Furnish and Install 12" DR-18 PVC Water Main: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish and install 12" PVC water main at the location defined in Exhibit 2, as described herein for which payment is not provided under other bid items. This item includes, but is not limited to, locating, verifying and protecting existing utilities, excavating, removing unsuitable material within and below the pipe trench, disposing of unsuitable material, cutting the leaking section of pipe, installing the new pipe with restrained joints if required and hymax couplings, backfill pipe bedding material, backfilling and compacting fill material, arranging density tests, site restorations including trench pavement and final pavement markings and striping. Measurement for payment shall be the linear feet of pipe actually installed as determined by measurement along the horizontal centerline of the pipe in place, in accordance with the requirements of the Contract Documents. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- L. Item No. 12 – Furnish and Install 8" DR-18 PVC Gravity Sanitary Sewer: The unit price for this item shall be full compensation on a per linear foot basis for all labor, equipment, and material required to furnish, and install 8" PVC sanitary gravity sewer at the location defined in Exhibit 3, as described herein for which payment is not provided under other bid items. This item includes, but is not limited to, locating, verifying and protecting existing utilities, saw cutting and removing existing paving, excavating, providing temporary plugging, cutting, removal and proper disposal of the existing sanitary sewer pipe, furnishing and installation of new pipe complete, furnishing and installation tee and laterals to reconnecting to existing laterals (up to 5 PVC laterals using Fernco

Strong Back RC 1000 Series Couplings), pipe bedding material, backfilling and compacting fill material, arranging for density tests, sewer gravity pipe lamping test, providing temporary restorations including trench pavement and pavement markings and striping. The CITY reserves the right to award any, all, or none of the money associated with this bid item.

- M. Item No. 13 – Bypass Pumping System: The lump sum price for this item shall be full compensation for all labor, equipment, and material to provide bypass pumping for the gravity sewer pipe replacement. This pay item includes, but is not limited to, bypass piping, pumping temporary plugs, and other material to collect upstream sewer flow and impacted lateral customers and discharge to downstream sewer manhole. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- N. Item No. 14 – Furnish and Install Sheet piling and Shoring: Sheet piling and shoring shall be installed on both sides of pipe trench to control trench width where necessary and approved by the CITY and will be paid for at the unit price per linear feet bid for the linear feet of double-sided trench sheet piling and shoring installed. The sheet piling and shoring shall be removed upon completion of construction. The amount of trench linear foot shall include the sheet piling and shoring on both sides of the pipeline trench measured the nearest foot along the open trench on which the pipe is installed. Sheet piling piles shall be submitted to the CITY for approval prior to installation of sheet piling. Payment for this item will be made at the unit price per linear foot of sheet piling and shoring installed and removed as required. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- O. Item No. 15 - Asphalt Mill and Overlay (up to 2"): Work shall include all labor, tools, equipment and materials required for milling and asphalt overlay including but not limited to milling the existing pavement, removal, hauling and disposal of debris, surface preparation, overlaying of new asphalt, compaction, testing, restriping, reflective pavement markers and any other items required for a complete and functional system. Measurement for payment shall be on a per square yard basis for asphalt actually installed (and accepted by CITY and regulatory agencies). The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- P. Item No. 16 – Testing Fee and Undefined Conditions Allowance: Included in this allowance is test fees, work associated with undefined conditions or conflicts developing from undefined conditions. All work authorized for payment will be authorized in writing by the CITY. Amount to be paid per undefined conditions or conflict shall be negotiated or agreed to by both parties. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- Q. Item No. 17 – Measurement and payment to contractor's crew for utility locates or other unforeseen conditions based on hourly rate: The unit price to contractor's standard crew includes the same superintendent, minimum three crew people, equipment and labor assigned by contractor to the project. The work includes but not limited to all excavation, backfill, restoration work and coordination needed. This quantity has to be approved by the City before the use of this line item. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- R. Item No. 18 – Consideration for Indemnification: In recognition of the CONTRACTOR'S indemnification obligations, the CITY will pay to the CONTRACTOR the specific consideration of ten dollars (\$10.00). Payment of said specific consideration shall be made at the time of the payment of the first progress estimate and the CONTRACTOR shall acknowledge payment of this consideration by letter to the CITY after receipt of the progress payment.
- S. Item No. 19 – Demobilization: Payment for completing all other work including but not limited to finish grading, demobilization, site cleanup, final restoration and - all as per the Technical



Specification and Contract Drawings. The payment items for demobilization shall not be less than 2 percent of the sum of Bid Items Nos. 2 through 15.

- END OF SECTION -

## SECTION 02774

### WASTEWATER GRAVITY COLLECTION SYSTEM

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Scope of Work: Construction of sanitary sewers, sewer connections and appurtenances as shown on the Drawings or specified herein.
- B. These Specifications shall govern the design, materials and installation requirements for gravity sanitary sewer systems constructed within the City of Hollywood's service area when using Poly Vinyl Chloride (PVC) pipe and fittings, Vitrified Clay (VCP) pipe and fittings, or Ductile Iron (DIP) pipe and fittings.
- C. This Specification does not purport to cover all material or installation procedures which may be required, whether by the nature of the proposed work, or by the City, or by other regulatory agencies.
- D. It is intent of the City to obtain a complete and working installation under this project, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied, whether or not they are specifically shown on the Plans or stated herein.
- E. All SRF funding requirements must be met for all submittals.

##### 1.02 QUALITY ASSURANCE

- A. Storage: PVC pipe shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe. Stacking of the PVC pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes. Where necessary, due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.
- B. Tests: Certified records of tests made by the manufacturer or by a reliable commercial laboratory shall be submitted with each shipment of pipe. All pipe shall be inspected upon delivery and that which does not conform to the requirements of these specifications shall be rejected and must be immediately removed by the Contractor. The Contractor shall furnish and provide samples of pipe for the performance of such additional tests as the City may deem necessary. Contractor shall notify the City of Hollywood, Engineer, and any other local, state or federal agencies having jurisdiction at least 48 hours prior to arrange the required inspection of the gravity sewer system.
- C. All material and installation shall be in accordance with the City of Hollywood Department of Public Utilities Specifications and Standard Details.

- D. The material and installation for this project shall be in full compliance with all applicable standards listed in Section 01070, Applicable Standards and Codes.
- E. Survey Data: Base all elevations on National Geodetic Vertical Datum of 1929 (NGVD).

#### 1.03 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the City for review and acceptance prior to construction in accordance with the General Conditions and specifications See submittals section.
  - 1. Precast manholes.
  - 2. Manhole frames, covers, and other castings.
  - 3. Manufacturer's certified test report on castings.
  - 4. Certification of admix installation from pre-caster.
  - 5. Certified test records for polyvinyl chloride pipe.
  - 6. Mill Test Certificates on ductile iron pipe.
  - 7. Manhole pipe connections.
  - 8. Coal tar epoxy.
  - 9. Special interior linings.

Note: SRF requirements must be followed.

- B. Record Information: The Contractor shall submit to the City the elevations of the center of the manhole covers and inverts of all pipes in the manholes.

### PART 2 - PRODUCTS

#### 2.01 GENERAL

- A. All material supplied shall be one of the products specified in the "List of Approved Products" appended to these technical specifications as an appendix.

#### 2.02 MATERIALS

- A. Ductile Iron Pipe and Fittings: Ductile iron pipe and fittings shall meet the requirements of Section 15060 Piping and Fittings. Ductile iron piping and Fittings in the wastewater system is only acceptable on a case-by-case basis and will prior approval by the City and Engineer.

- B. Polyvinyl Chloride Pipe and Fittings: Polyvinyl Chloride (PVC) Pipe shall meet the requirements of Section 15060 - Piping and Fittings.
- C. Precast Concrete Manholes
  - 1. Precast manholes shall conform to the requirements of ASTM Designation C 478.
    - a. The minimum wall thickness shall be 8-inches.
    - b. Lifting holes through the structures are not permitted.
    - c. The design of the structure shall include a precast base of not less than 8-inches in thickness poured monolithically with the bottom section of the manhole walls.
    - d. Where drop structures are required, the design of the structure shall include a precast base, for the drop structure, of not less than 8-inches in thickness poured monolithically with the bottom section of the manhole walls.
    - e. New manholes shall contain a crystalline waterproofing concrete admix. Crystalline waterproofing concrete admix shall be added to the concrete during the batching operation. Admix concentration shall be added based upon manufacturer design percent concentration of admixture to the required weight of cement. The amount of cement shall remain the same and not be reduced. A colorant shall be added to verify the admix was added to the concrete for all precast manholes. Colorant shall be added and provided at the admix manufacturing facility, not at the concrete batch plant. Contractor shall provide certification from the pre-caster that the admix was installed in accordance with the manufacturer's recommendations. Admixture to be manufactured by Xypex or Conshield.
    - f. Existing manholes shall be coated with Sewpercoat, Calcium Aluminate Aggregate Mortar.
  - 2. Top sections shall be eccentric, except that concrete top slab shall be used where shallow cover requires a top section less than 3-feet deep.
- D. Concrete and Reinforcing Steel: Concrete and reinforcing steel shall conform to the requirements of Division 3 - Concrete. Concrete classes for the various purposes shall be as follows:
  - 1. Manhole bottoms, Class A
  - 2. Precast manholes, Class A (4,000-psi)
  - 3. Pipe and riser encasement, Class C

4. Protective slabs, Class C

- E. Castings: Gray iron castings for manhole frames, covers, adjustment rings, and other items shall conform to the ASTM Designation A 48, Class 30. Castings shall be true to pattern in form and dimensions and free of pouring faults and other defects in positions which would impair their strength, or otherwise make them unfit for the service intended. No plugging or filling will be allowed. Lifting or "pick" holes shall be provided but shall not penetrate the cover. Casting patterns shall conform to those shown or indicated on the Drawings. The words SANITARY SEWER and CITY OF HOLLYWOOD, FLORIDA shall be cast in all manhole covers as shown on the Drawings. All manhole frames and covers shall be traffic bearing to meet AASHTO H-20 loadings unless otherwise specified. Castings shall be delivered unpainted with a shot-blasted finish. All SRF funding requirements for American Iron and Steel must be met for all submitted items.
- F. Air Release Valve Manhole Frames and Covers: Air release valve (ARV) manhole covers and frames shall be U.S.F. Type 1341 ring with AG-M cover as manufactured by U.S. Foundry, Inc., 8351 NW 93rd Street, Medley, Florida 33166, or approved equal. The smaller cover shall have two adjustable Camlocks for securing it to the larger cover, and four 1-inch diameter vent holes to prevent uplift during sudden bursts of air. The covers shall be cast labeled "AIR RELEASE"
- G. Clean-outs shall have brass, threaded plugs on 6-inch risers or CISP clean-out extensions set flush with surrounding grade. If the cleanout is within an unpaved area, it shall be set on a 18"x18"x4" thick square concrete collar reinforced with a continuous #3 bar. All cleanouts in paved or traffic areas are to be H20 loaded
- H. Brick: Brick for manhole construction shall be dense, hard burned, shale, or clay brick conforming to ASTM Designation C 32, Grade MM or C 62, Grade MW, except that brick absorption shall be between 5 and 25-grams of water absorbed in 1-minute by dried brick, set flat face down, in 1/8-inch of water.
- I. Cement Mortar: Cement mortar for manhole construction shall comply with ASTM Designation C 270, Type M, except that the cement shall be Portland Type II only. No mortars that have stood for more than 1-hour shall be used.
- J. Pipe Adapter: Connection of PVC gravity sewer lines to precast manholes and wetwells shall be made by using a flexible boot type manhole coupling adapter.
- K. Interior Linings (existing structures): Interior surfaces of existing manholes and wetwells shall be coated or lined to resist corrosion where shown on the Drawings. Coatings and linings shall meet the requirements of Section 09901 Coatings and Linings.
- L. Interior Linings (proposed structures): Interior surfaces of new wetwells shall be lined. Interior surfaces of new manholes shall be lined where shown on the Drawings. Coatings and linings shall meet the requirements of Section 09901 Coatings and Linings.
- M. Joint Sealer: Joint sealer material for precast manhole structures shall be pre-formed flexible plastic conforming to Federal Specification SS-S-00210 (GSA-FSS). Seal all

exterior joints with Portland Type II cement after setting of joint sealer and placement of manhole section to form a watertight joint.

- N. Non-Shrink Mortar: Non-shrink mortar shall be used for filling annular spaces and holes in precast manholes and wetwells.
- O. Embedment Material: Embedment material for bedding, haunching and initial backfill shall conform to the requirements of Section 02222, Excavation and Backfill for Utilities and Structures.

P. Sanitary Sewer Pipe and Fittings:

1. General:

All piping for use in gravity sewer systems shall SDR 26 PVC as shown on the plans or called out elsewhere herein. For further information on these types of pipe, refer to Section 15060, Piping and Fittings. All gravity sewer piping includes, but is not limited to, gravity sewer mains, sanitary laterals, all fittings, etc. All gravity sewer piping must be installed properly or removed and replaced. No gaps are allowable at pipe joints.

- Q. Manhole Encapsulation: Manhole cones, riser rings, iron frame, cover, and all joints shall be encapsulated externally with a heat shrink-wrap with a minimum thickness of 98-mils (2.5-mm).

- 1. Wrap shall have a cross-linked polyolefin backing coated with a protective heat activated adhesive. The wrap shall effectively bond to the substrate via primer provided by the manufacturer. The wrap shall be applied with a high intensity propane torch.
- 2. Heat shrink-wrap for all barrel section joints of manholes shall be a minimum 9-inch width. Corbel section, riser rings, and ring and cover shall have a minimum 12-inch width wrap.
- 3. Adhesive tap materials shall not be allowed.

- R. Pipe Couplings: Pipe couplings used to join two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. All pipe couplings shall be rigid connections.

- 1. Connections from new gravity sewer pipes to existing pipes shall be made with mechanical coupling as approved by the Engineer.
- 2. Connections from new force mains to existing force mains shall meet the following requirements: All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12-mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber. Bolts shall be

manufactured of high strength Type 316 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the City and Engineer.

3. Repairs to new gravity sewers shall be performed per the details provided in the drawings and shall utilize two double bell rubber gasket by gasket couplings.

### PART 3 - EXECUTION

#### 3.01 PREPARATION

- A. Upon satisfactory excavation of the pipe trench, as specified in Section 02220 "Excavating, Backfilling and Compacting" a continuous trough for the pipe barrel and recesses for the pipe bells shall be excavated by hand digging so that, when the pipe is laid in the trench, true to line and grade, the pipe barrel will receive continuous uniform support and the bell will receive no pressure from the trench bottom.
- B. The interior of all pipe shall be thoroughly cleaned of all foreign material before being lowered in the trench and shall be kept clean during laying operations by means of plugs or other approved methods.
- C. Existing Utilities
  1. The Contractor is to locate all existing utilities prior to commencement of construction. It is critical to locate ducts and other utility crossings and potential conflicts and to ensure that the gravity sewer slope and construction can be maintained. Provide temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work.
  2. Permanently support, relocate, remove, or reconstruct existing utility structures (such as conduits, ducts, pipe branch connections to main sewers, main drains or other structures) where the grade or alignment of the pipe is obstructed. Coordination with all utility providers and advanced notification/approvals for any relocations will be required by the Contractor. Deviations from the required line or grade are not permitted.
  3. Contact Sunshine 811 prior to excavating and verify existing utility field locations at least 48 hours prior to beginning any excavation.
  4. Verify the size, location, elevation, and material of all existing utilities within the area of construction.

The Contractor will not be allowed any delay claims or any additional compensation due to lack of locating of existing utilities in advance of construction and is required to ensure that they perform subsurface utility excavation or other measures to identify existing utilities in advance of the work.

### 3.02 INSTALLATION

#### A. Sewer Pipe

##### 1. General

- a. Laying of pipe shall proceed upgrade with spigot ends pointing in the direction of flow. Before pipe is joined, gaskets shall be cleaned of all dirt, stones, and other foreign material. The spigot ends of the pipe and/or pipe gaskets shall be lubricated lightly with a lubricant as specified by the pipe manufacturer and approved by the City. Sufficient pressure shall be applied to the pipe so as to properly seat the socket into the bell of the pipe. Any damage to the pipe due to over-exertion shall be replaced at the Contractor's expense. All pipe shall be laid straight, true to the lines and grades shown on the Drawings.
- b. Variance from established line and grade, at any point along the length of the pipe, shall not be greater than 1/32-inch per inch of pipe diameter and not to exceed 1/2-inch, provided that any such variation does not result in a level or reverse sloping invert.
- c. Any pipe, which is disturbed or found to be defective after installation, shall be taken up and relayed or replaced at the Contractor's expense.
- d. Approved utility crossing signs shall be placed on the pipe alignment at each side of any waterway crossing.
- e. All slopes shall meet the following criteria:

Nominal Sewer Size	Min. Design Slope (Ft. /100 Ft.)	Min. Constructed Slope (Ft./100 Ft.)
8-inch	0.40	0.40
10-inch	0.30	0.28
12-inch	0.24	0.22
15-inch	0.15	0.13

Source: Based on 10 States Standards and adjusted City of Hollywood standards.

##### 2. PVC Pipe



- a. Handling PVC pipe: The handling of PVC pipe shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Sections of pipe with deep cuts and gouges shall be removed and discarded at no expense to the City.
- b. Lowering pipe into trench: Care shall be exercised when lowering pipe into the trench to prevent damage to or twisting of the pipe.

3. Building Laterals/Service Connections

- a. All piping and fittings to be SDR 26 PVC.
- b. Service connections shall be constructed in accordance with the details as indicated on the Drawings.
- c. Sewer lateral pipe shall be extended to the right-of-way and plugged at the right-of-way line to avoid leakage (unless otherwise indicated on the Drawings). All connections and changes of direction shall be made using standard fittings designed for that purpose.
- d. Locator balls shall be placed under all sanitary sewer service cleanouts.
- e. On curbed streets, the exact location for each service connection shall be marked by etching or cutting an "S" in the concrete curb. Where no curb exists or is planned, locations shall be marked by a method approved by the City.

4. PVC C-900 DR 14 Pipe Section: PVC C-900 DR 14 pipe shall be substituted for the specified PVC pipe where:

- a. The sewer or service pipe is to be constructed with less than 30-inches of cover between the top of the pipe and the final top of pavement or ground line.
- b. The PVC sewer main crosses over a water main, or is at a depth which results in less than 18-inches clear distance between pipes when crossing under a water main. The DR 14 pipe shall extend a minimum of 10-feet on each side of the point of crossing.
- c. The lateral separation of the sewer pipe and potable water piping is less than 10-feet.

B. Manholes:

- 1. Manhole excavation and bedding at manhole junctions shall be performed in accordance with the provisions of Section 02220 "Excavating, Backfilling and Compacting" of these specifications.

2. The invert channels shall be smooth and accurately shaped to a semicircular bottom conforming to the inside of the adjacent sewer section using 2,500-psi concrete. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer or entering branch shall be a smooth curve with radius as long as practicable. Invert channels shall also be formed for pipe stubouts. Channels that are improperly installed: Not smooth, not conveying wastewater flow adequately in the discharge direction, etc. shall be removed and replaced at no additional cost to the City.
3. The first pipe joint outside the manhole shall be located a minimum distance of 24-inches from the outside surface of the manhole. No gaps will be acceptable at pipe joints.
4. Precast manhole tops shall terminate at such elevations to permit laying brick courses (minimum 3 courses to 4 courses maximum) or providing HDPE adjustment rings (minimum 5-inches to 10-inches maximum) under the manhole frame to make allowance for future street grade adjustments. The manhole top should be flush with final grade elevations to eliminate the potential of infiltration. In addition, the manhole top shall not exceed final grade elevations.
5. Frames and covers shall be set accurately to conform to the finished grade.
6. Outside drop connections shall be made in accordance with the details shown on the Drawings.
7. Drop connection base slab extensions on precast manholes shall be manufactured monolithically with the manhole elements at the casting yard. The manufacturer shall submit for approval the method of drop manhole construction.
8. Where additional pipe connections or modifications of existing factory-made openings are required on new or existing precast concrete manholes or wetwells, all cutting relative thereto shall be performed only by a power driven abrasive wheel or saw. It is specifically noted that such connections to existing manholes or wetwells shall be installed in accordance with the details for new units shown on the Drawings, and shall be caulked watertight with non-shrink grout.
9. Connection of the pipe entering the manhole shall be made by using a flexible boot type manhole coupling adapter. At the entry into the manhole, no part of the horizontal pipe shall rest against the concrete. No piping should be offset from the coupling into the manholes. A straight piping alignment is required.
10. Manholes shall be completed as the work progresses so that testing may be conducted as prescribed in paragraph 3.03 Field Quality Control.

- C. Concrete encasement: Class C concrete encasement shall be constructed in accordance with details shown on the Drawings.
1. The City may order the line encased when:
    - a. The sewer main crosses over a water main, or is at a depth which results in less than 18-inches clear distance between pipes when crossing under a water main. Encasement shall extend a minimum of 10-feet on each side of the point of crossing. In lieu of encasement, the sewer line may be constructed of PVC DR 14 pipe and shall be laid such that both joints will be a distance of 10-feet from the crossing.
    - b. The maximum width for trench excavations is exceeded. The Contractor shall construct concrete encasement around the pipe for the length of the excessive excavation. No payment will be made for the concrete encasement required due to excessive trench widths.
  2. The points of beginning and ending of pipe encasement shall be not more than 6-inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads.
- D. Concrete protective slabs: Concrete protective slabs as shown on the Drawings shall be constructed over gravity sewers that have less than 3-feet of cover from finished grade.
- E. Connections to existing structures: Proposed sewer lines shall be connected to the existing manholes by core drilling the proper size opening and installing a flexible boot type manhole adapter as specified in paragraph 2.01.H of this Section.
- F. Invert channels (benching) shall be provided for all new manholes and existing manholes which are connected into. No brick shall be allowed in construction of the manhole invert. Inverts shall be poured using 2,500-psi concrete.

### 3.03 FIELD QUALITY CONTROL

- A. Workmanship: Sewers and appurtenances shall be built watertight. The sewage must be pumped for disposal and special care and attention must be paid to securing watertight construction. Upon completion, the sewers, or sections thereof, will be tested and gauged and if leakage is above the allowable limits specified, the sewer will be rejected.
- B. Inspection: On completion of each block or section of sewer, or such other times as the City may direct, the block or section of sewer shall be cleaned, tested, and inspected.
1. Each section of the sewer shall show, on examination from either end, a full circle of light between manholes.
  2. Each manhole or other appurtenance to the system shall be of the specified size and form, be watertight (no leakage allowed by visual inspection), and be constructed with the top set permanently to specified position and grade. All

repairs shown necessary by the inspection shall be made; broken or cracked pipe replaced; all deposits removed and the sewer left true to line and grade, entirely clean and ready for use.

3. No pipe shall exceed a deflection of 5%. After the final backfill has been in place at least 30-days, the Contractor shall perform deflection testing using a rigid ball or mandrel with a diameter of not less than 95% of the base inside diameter or average inside diameter of the pipe, depending which is specified in the ASTM standard to which the pipe is manufactured. If the mandrel does not pass the completed section of sewer, the entire section of sewer will be rejected.

C. Closed Circuit Television (CCTV) Inspections:

1. CCTV inspection must be performed **if the new sewer pipe cannot pass lamping test.**
2. Pre-CCTV Inspection: Prior to the work being started, internal gravity sewer video inspection must be performed on all existing gravity sewer system piping and laterals by the Contractor to check for alignment, deflections and other potential issues. The television inspection shall also be used to check for cracked, broken, or otherwise defective pipe and overall pipe integrity.
3. Post-CCTV Inspection: All newly installed gravity sewer piping and laterals require post-CCTV inspections. The post-CCTV video internal inspection will be performed in 2 stages. The first inspection shall be within 30-days after the installation of the gravity sewer pipe provided the road base is in place and the manhole rings and covers are to grade. The second post-CCTV inspection of the gravity sewer pipe shall be before the end of the 1-year warranty period. Timely reports must be provided to the City for review and approvals.
4. The maximum vertical sag acceptable is 5% of pipe diameter.
5. The Contractor shall be required to repair or replace the pipeline from manhole to manhole, if more than two couplings need to be use for correction.
6. Prior to repair or replacement of failed sewer pipe, the method of repair or replacement shall be submitted to the City for approval. Pressure grouting of pipe or manholes shall not be considered as an acceptable method of repair.

D. Low Pressure Air Exfiltration Testing:

1. The Contractor shall provide all labor, equipment, and materials and shall conduct all testing required under the direction of the City.
2. Low pressure air testing shall conform to the requirements of UNI-B6-79 "Recommend Practice for Low-Pressure Air Testing of Installed Sewer Pipe", as published by UNI-Bell Plastic Pipe Association.

3. During sewer Construction, all service laterals, stubs, and fittings into the sewer test section shall be properly capped or plugged so as not to allow for air loss that could cause an erroneous air test result. Where necessary, the Contractor shall restrain caps, plugs, or short pipe lengths such that blowouts are prevented.
4. Each test section shall not exceed 400-feet in length and shall be tested between adjacent manholes.
5. Before testing, Contractor shall install monitoring wells at each manhole to determine groundwater level and adjust test pressure accordingly. In no case shall the test pressure exceed 9.0-psig. All pressurizing equipment shall include a regulator or relief valve set no higher than 9.0-psig to avoid over-pressurizing.
6. Low-pressure air shall be slowly introduced into the sealed line until the internal air pressure reaches 4.0-psig greater than the average backpressure of any groundwater above the invert of the pipe, but not greater than 9.0-psig.
7. When temperatures have been equalized and pressure stabilized at 4.0-psig greater than the average groundwater backpressure, the air hose from the control panel to the air supply shall be shut off or disconnected. The continuous monitoring pressure gauge shall then be observed while the pressure is decreased to no less than 3.5-psig greater than the average groundwater backpressure. At a reading of 3.5-psig greater than the average groundwater backpressure, timing shall commence with a stopwatch or other timing device that is at least 99.8% accurate.
8. If the time shown in **Table 02774-1**, for the designated pipe size and length, elapses before the air pressure drops 1-psig; the section under-going test shall have passed. The test may be discontinued once the prescribed time has elapsed.
9. If the pressure drops 1-psig before the appropriate time shown in the table has elapsed, the air loss rate shall be considered excessive and the section of pipe has failed the test.
10. Should the section fail to meet test requirements, the Contractor shall determine the source or sources of leakage, and make all necessary repairs and shall repeat the test until the test section is within established limits. All corrective work shall be at the Contractor's expense.

E. Correction of Non-Conforming Work:

1. **All non-conforming work shall be repaired or replaced by the Contractor within thirty calendar (30) days of being notified of deficiencies at no additional expense to the City. The work may also include additional dewatering, MOT, permitting, approvals and fees, etc., which shall also be at no additional expense to the City for rectifying deficiencies. Non-conforming work shall be defined as failure to adhere to any specified or implied directive**

**of these technical special provisions and/or the Drawings, including but not limited to pipe not laid straight, piping not in a straight alignment between manholes, piping not true to the lines and grades as shown on the Drawings, damaged or unacceptable materials, misalignment or diameter ring deflection in pipe due to bedding or backfilling, piping not maintaining minimum slopes, no sags or sagging piping, no offsets of piping into manholes or manhole boots/connections, water standing in any pipe segment or structure, visible or detectable leakage, and failure to pass any specified test or inspection.**

**F. Temporary Drainage During Construction:**

1. Construct and maintain temporary drainage facilities, which may be required to provide drainage relief for the new construction without causing abnormal or adverse flooding impacts to the existing or new facilities.
2. Temporary facilities may include swales, pipe, etc. as necessary.

**G. Restoration of Surfaces and Structures:**

1. Restore and replace paving, curbing, sidewalks, fences, sod, survey points, or other disturbed surfaces or structures to a condition equal to that before the work was begun.
2. Restoration of surfaces and structures outside the Owner's property line: Comply with requirements of the applicable governing agencies.

**H. Cleaning up:**

1. Remove surplus pipeline material, tools, temporary structures, etc.
2. Dispose of all dirt, rubbish, and excess earth off site.

**Table 02774-1  
Test Time Table**

TEST TIME:											
For sewer diameter between 8 inches and 36 inches inclusive, the pipe shall be tested between adjacent manholes. The test time for the air pressure to drop the specified one pound shall be as listed below:											
SPECIFICATION TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP											
1	2	3	4	Feet							
Pipe Dia. (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft)	Time for Longer Length (sec)								
				100	150	200	250	300	350	400	450
6	5:40	398	0.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.148 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:26	71:13	89:02	106:50	124:38	142:26	160:15
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46

END OF SECTION



# CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION  
P. O. Box 229045 • HOLLYWOOD, FL 33022-9045 • PHONE: 954-921-3930 • FAX: 954-921-3937

## CIVIL WORK RELATED TO TAFT STREET FORCE MAIN WALL LOSS VERIFICATION Addendum 4

Date: January 31, 2022

Project Number: 20-7105A

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

### Item 1: Questions

**Question 7 on Overall Bid** - Pay item #15. Asphalt Mill & Overlay item 1,500 SY up to 2". Is this 1,500 SY for 1 location only (8" gravity Sewer Repair) or for multiple locations

**Response:** Yes. This quantity is for multiple locations.

### **Question 8 on Overall Bid**

- a) Pay items #2, 3, 4 (if needed), 11, and 12 all include pavement restoration.  
Can a detail be provided showing exactly what we'll be included in pavement restoration.

**Response:** Yes, see attached.

- b) Also, is final lift Superpave or Friction Course?

**Response:** "Superpave Asphalt Concrete" per Section 334 of FDOT Standard Specifications for Road and Bridge Construction

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

DocuSigned by:




09D1FB690EAB4B9...

Feng Jiang, P.E., Assistant Director  
Department of Public Utilities

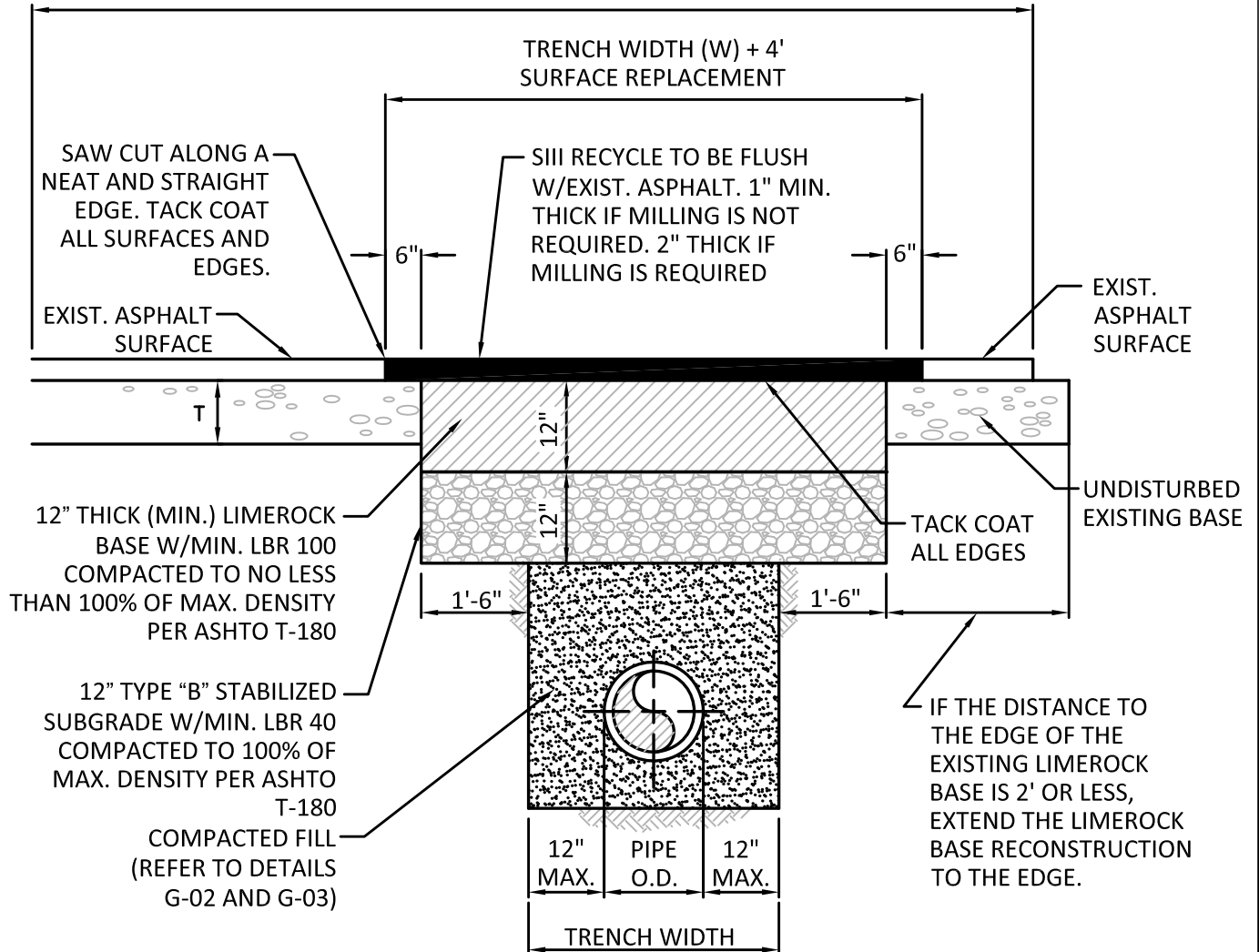


## **FLEXIBLE PAVEMENT RESTORATION NOTES:**

1. THE ABOVE DETAILS APPLY ONLY TO ASPHALT PAVEMENT RESTORATION OVER UTILITY TRENCHES CUT WITHIN CITY OF HOLLYWOOD RIGHTS-OF-WAY. FOR PAVEMENT RESTORATION WITHIN BROWARD COUNTY OR FDOT RIGHTS-OF-WAY REFER TO THE CORRESPONDING DETAILS FOR THOSE AGENCIES.
2. LIMEROCK BASE MATERIAL SHALL HAVE A MINIMUM L.B.R. OF 100 AND A MINIMUM CARBONATE CONTENT OF 70%. REPLACED BASE MATERIAL OVER TRENCH SHALL BE A MINIMUM OF 12" THICK".
3. LIMEROCK BASE MATERIAL SHALL BE PLACED IN 12" MAXIMUM (LOOSE MEASUREMENT) THICKNESS LAYERS WITH EACH LAYER THOROUGHLY ROLLED OR TAMPED AND COMPACTED TO 100% OF MAXIMUM DENSITY, PER AASHTO T-180, PRIOR TO THE PLACEMENT OF THE SUCCEEDING LAYERS.
4. STABILIZED SUBGRADE MATERIAL SHALL BE GRANULAR AND SHALL HAVE A MINIMUM L.B.R. OF 40.
5. BACKFILL SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH THE PIPE LAYING CONDITION TYPICAL SECTIONS IN DETAILS G-02 AND G-03, AND THE SPECIFICATIONS, BUT TESTING WILL BEGIN 12" ABOVE THE INSTALLED FACILITY.
6. ALL EDGES AND JOINTS OF EXISTING ASPHALT PAVEMENT SHALL BE SAW CUT TO STRAIGHT LINES, PARALLEL TO OR PERPENDICULAR TO THE ROADWAY, PRIOR TO THE RESURFACING.
7. RESURFACING MATERIAL SHALL BE FDOT SUPERPAVE, AND SHALL BE APPLIED A MINIMUM OF TWO INCH IN THICKNESS.
8. MILL AND BUTT JOINT TO EXISTING PAVEMENT.
9. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.
10. REFER TO SPECIFICATIONS FOR DETAILED PROCEDURES.
11. WHERE THE UTILITY TRENCH CROSSES EXISTING ASPHALT DRIVEWAYS, THE LIMEROCK BASE THICKNESS MAY BE A MINIMUM OF 6 INCHES THICK. REGARDLESS OF THE EXTENT OF IMPACT, THE ENTIRE DRIVEWAY SURFACE BETWEEN THE EDGE OF THE ROADWAY PAVEMENT AND PROPERTY LINE OR FRONT OF SIDEWALK SHALL BE OVERLAID USING 2-INCH THICK MINIMUM ASPHALTIC CONCRETE SURFACE COURSE WHERE INDICATED ON THE PLANS OR AS DIRECTED BY THE CITY/ENGINEER.

	ISSUED: 03/01/1994	DEPARTMENT OF PUBLIC UTILITIES STANDARD DETAIL	REVISED: 11/06/2017
	DRAWN: EAM	<b>FLEXIBLE PAVEMENT RESTORATION NOTES</b>	DRAWING NO.
	APPROVED: XXX		<b>G-12</b>

TACK COAT ALL SURFACES, AND PROVIDE 1" SP 9.5 MIN. SUPERPAVE ASPHALTIC CONC. OVERLAY AS SHOWN ON THE PAVEMENT RESTORATION PLANS



ISSUED: 03/01/1994

DRAWN: EAM

APPROVED: XXX

DEPARTMENT OF PUBLIC UTILITIES STANDARD DETAIL

**FLEXIBLE PAVEMENT RESTORATION  
FOR TRENCHES CUT PERPENDICULAR  
AND PARALLEL TO THE ROADWAY**

REVISED: 11/06/2017

DRAWING NO.

**G-12.1**

## SECTION 01025

### BASIS OF PAYMENT

#### PART 1 -- GENERAL

##### 1.01 GENERAL

- A. Payments to the CONTRACTOR shall be made on the basis of the Proposal bid items as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The Basis of Payment for an item at the price shown in the Proposal shall be in accordance with its description of the item in this Section and as related to the work specified and as shown on the Drawings. Unit prices where used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.
- C. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the CONTRACTOR feel that the cost of any item of work has not been established by the Proposal or Basis of Payment, he shall include the cost for that work in the last Bid Item for each construction package so that his proposal for the project does reflect his total price for completing the work in its entirety.
- D. The CONTRACTOR shall submit, with each Payment Request, a list of Subcontractors that he is or will be utilizing for his contract. For each Subcontractor, the following information shall be provided:
  - 1. Total sub-contract dollar amount.
  - 2. Amount paid to date.

##### 1.02 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the Schedule of Payment Values as described in Section 01300, unless otherwise specified. A representative of the CONTRACTOR shall witness all field measurements.

##### 1.03 PAYMENT ITEMS

- A. Item No. 1 – Mobilization: The lump sum price bid for this item shall be full compensation for all mobilization activities, including but not limited to bonds, insurance, scheduling and other permit package, temporary facilities, audio-video documentation of the existing site, any space required

for staging, laydown, survey, storage, parking, etc., and all other activities necessary to prepare to complete the contract work. The payment items for mobilization shall not exceed 3% of the sum of Bid Items No. 2 through 13.

- B. Item No. 2 – Perform Excavation No.1 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 30" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, final pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- C. Item No. 3 – Perform Excavation No.2 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 30" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, final pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- D. Item No. 4 – Perform Excavation No.3 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 48" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, final pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- E. Item No. 5 – Perform Excavation No.4 and Assist during test: The unit price is to pay for all labor, equipment and material for locating existing 48" force main at the location defined in Exhibit 1, submit required MOT for approval and set up MOT, arrange utility locations in the area, remove asphalt pavement, install sheeting piles if required, excavation per Exhibit 1 and testing requirement up to 12 feet deep, assist Pure Technologies for access to the pipe during the test, backfill, arranging density test, final pavement, traffic marking, traffic stripe and other site restoration. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- F. Item No. 6 – Dewatering using submersible pump during excavation at each location: The unit price is to pay for all permit application, labor, equipment and material for dewatering of the excavated trench up to 40 feet long if required using up to 6" submersible dewatering pump. It is contractor's responsibility to provide required method including dewatering pumps, treatment tanks if necessary. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- G. Item No. 7 – Dewatering using well points during excavation at each location: The unit price is to pay for all permit application, installation, labor, equipment and material for complete well point system operations required for the work. The CONTRACTOR shall attempt to perform the work without well point system. However, if, in the opinion of the OWNER well point system is necessary, it will be identified as a payment item. The pay item is a charge per day for the well point system, equal to 25 well points, operations during a specific testing location. It is contractor's responsibility to provide required method including dewatering pumps, treatment

tanks if necessary. The CITY reserves the right to award any, all, or none of the money associated with this bid item.

- H. Item No. 8 – Remove asphalt and cover from sewer manholes: The unit price includes submittal of required MOT for approval, setting up MOT, removal of asphalt pavement up to 4" thickness in 300 square feet around a sewer manhole, removing and installing the manhole cover per test arrangement, restore the pavement to original condition after the test. The CITY reserves the right to award any, all, or none of the money associated with this bid item.
- I. Item No. 9 – Police Car Service Allowance: Included in this allowance is the arrangement of City Police Cars on site per MOT requirement. Three police cars are needed each test period. Contractor shall contact City of Hollywood Police Department and arrange the police cars for the test. No mark-ups from the Contractor will be allowed to this item. The Contractor shall produce documentation to verify actual cost as part of the payment application. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- J. Item No. 10 – Testing Fee and Undefined Conditions Allowance: Included in this allowance is test fees, work associated with undefined conditions or conflicts developing from undefined conditions. All work authorized for payment will be authorized in writing by the CITY. Amount to be paid per undefined conditions or conflict shall be negotiated or agreed to by both parties. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- K. Item No. 11 – Measurement and payment to contractor's crew for utility locates or other unforeseen conditions based on hourly rate: The unit price to contractor's standard crew includes the same superintendent, minimum three crew people, equipment and labor assigned by contractor to the project. The work includes but not limited to all excavation, backfill, restoration work and coordination needed. This quantity has to be approved by the City before the use of this line item. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- L. Item No. 12 – Consideration for Indemnification: In recognition of the CONTRACTOR'S indemnification obligations, the CITY will pay to the CONTRACTOR the specific consideration of ten dollars (\$10.00). Payment of said specific consideration shall be made at the time of the payment of the first progress estimate and the CONTRACTOR shall acknowledge payment of this consideration by letter to the CITY after receipt of the progress payment.
- M. Item No 13 – Demobilization: Payment for completing all other work including but not limited to finish grading, demobilization, site cleanup, final restoration and - all as per the Technical Specification and Contract Drawings. The payment items for demobilization shall not be less than 2 percent of the sum of Bid Items No. 2 through 8.

- END OF SECTION -

## SECTION 01090

### APPLICABLE STANDARDS AND CODES

#### PART 1 -- GENERAL

##### 1.01 GENERAL

- A. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of opening of bids.
- B. The following is a partial list of typical abbreviations which may be used in the Specifications and the organizations to which they refer:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
ACIFS	-	American Cast Iron Flange Standards
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AIA	-	American Institute of Architects
AISC	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
ANSI	-	American National Standard Institute
API	-	American Petroleum Institute
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society of Testing and Materials
AWI	-	Architectural Woodwork Institute
AWPA	-	American Wood Preservers Association
AWS	-	American Welding Society
AWWA	-	American Water Works Association
BHMA	-	Builder's Hardware Manufacturers Association
CIPRA	-	Cast Iron Pipe Research Association
CRSI	-	Concrete Reinforcing Steel Institute
CSA	-	Canadian Standards Association
DHI	-	Door and Hardware Institute
DOT	-	Florida Department of Transportation
EEI	-	Edison Electric Institute
FBC	-	Florida Building Code
ICEA	-	Insulated Cable Engineers Association
IEEE	-	Institute of Electrical and Electronic Engineers
IPCEA	-	Insulated Power Cable Engineers Association
ISO	-	Insurance Service Offices
NAAMM	-	National Association of Architectural Metal Manufacturers
NBS	-	National Bureau of Standards
NCPI	-	National Clay Pipe Institute
NEC	-	National Electric Code
NEMA	-	National Electrical Manufacturers Association
NFPA	-	National Fire Protection Association

NLMA	-	National Lumber Manufacturers Association
OSHA	-	Occupational Safety and Health Act
SAE	-	Society of Automotive Engineers Standards
SHBI	-	Steel Heating Boiler Institute
SSPC	-	Steel Structures Painting Council
UL	-	Underwriters' Laboratories, Inc.

- C. CONTRACTOR shall, when required, furnish evidence satisfactory to the ENGINEER that materials and methods are in accordance with such standards where so specified.
- D. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the CONTRACTOR.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01300

### SUBMITTALS

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals, whether their final destination is to the CITY, ENGINEER, or other representatives of the CITY, shall be directed through the ENGINEER. A summary of the key types of submittals and the number of copies required is as follows:

<u>Copies to ENGINEER</u>	<u>Type of Submittal</u>
6	Construction schedule
6	Schedule of payment items
1	Audio visual preconstruction record
6	Progress estimates
4	Shop drawings
4	Certificates of compliance
2	Warranties
1*	Product samples
1**	Record drawings

\*Unless otherwise required in the specific Section where requested.

\*\*One marked-up set of Drawings (Original Markup).

##### 1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a form acceptable to the ENGINEER, clearly identifying the project CONTRACTOR, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.
- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

##### 1.03 CONSTRUCTION PROGRESS SCHEDULE

- A. The CONTRACTOR shall have the capability of preparing and utilizing the specified construction progress scheduling techniques. A statement of capability shall be submitted in writing to the ENGINEER with the return of the executed Agreement to the CITY and will verify that either the CONTRACTOR's organization has in-house capability qualified to use the technique or that the CONTRACTOR employs a consultant who is so qualified. Capability shall be verified by



description of the construction projects to which the CONTRACTOR or its consultant has successfully applied the scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of the construction progress schedule, the network analysis and associated reports. The submittal shall include the name of the individual on the CONTRACTOR's staff who will be responsible for the construction progress schedule, and associated reports and for providing the required updating information of same. The CONTRACTOR shall submit its proposed progress (baseline) schedule to the ENGINEER for review and comment within thirty days of the Notice to Award. The ENGINEER shall have the authority to determine acceptability/correctness of the schedule logic and activity interrelationships. The use of extraneous, nonworking activities and activities which add restraints to the construction schedule shall not be accepted. Baseline schedules that do not meet their contract completion dates shall not be accepted.

- B. The Contractor's progress schedule (baseline and monthly updates) shall be computer generated and resource loaded. Each construction progress schedule, and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Early Start Date, Total Float, and Late Start Date. Each schedule, and report shall include the following minimum items.
1. Activity Numbers
  2. Estimated Duration
  3. Activity Description
  4. Early Start Date (Calendar Dated)
  5. Early Finish Date (Calendar Dated)
  6. Latest Allowable Start Date (Calendar Dated)
  7. Latest Allowable Finish Date (Calendar Dated)
  8. Status (whether critical)
  9. Estimated Cost of The Activity
  10. Total Float and Free Float
- C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:
1. Contract Name and Number
  2. CONTRACTOR'S Name
  3. Contract Duration and Float
  4. Contract Schedule
  5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed)

- D. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays and all other special requirements of the Work. A total of six (6) days for adverse weather shall also be allowed for in the progress schedule.
- E. If the CONTRACTOR desires to make changes in its method of operating which affect the construction progress schedule and related items, the CONTRACTOR shall notify the ENGINEER in writing stating what changes are proposed and the reason for the change. If the ENGINEER accepts these changes, in writing, the CONTRACTOR shall revise and submit, without additional cost to the CITY, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the CONTRACTOR only after prior acceptance, in writing by the ENGINEER. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, nonworking activities and activities which add restraints to the construction progress schedule shall not be accepted.
- F. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event, be the basis for claim for delay against the CITY by the CONTRACTOR.
- G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the ENGINEER.
- H. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the ENGINEER, the CONTRACTOR shall take some or all of the following actions at no additional cost to the CITY. They shall submit to the ENGINEER for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule, including a computer generated schedule revision to reflect proposed actions.
  - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
  - 2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
  - 3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
- I. If when so requested by the ENGINEER, the CONTRACTOR should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the ENGINEER, the ENGINEER may direct the CONTRACTOR to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the CONTRACTOR in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the CONTRACTOR shall promptly provide such level of effort at no additional cost to the CITY.
- J. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the CONTRACTOR shall submit for approval a

schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.

- K. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.
- L. The contract time will be adjusted only in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. If the ENGINEER finds that the CONTRACTOR is entitled to any extension of the contract completion date, the ENGINEER's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.
- M. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the CITY in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the ENGINEER will direct the CONTRACTOR to reschedule the Work or contract completion time to reflect the changed conditions, and the CONTRACTOR shall revise the construction progress schedule and related items accordingly, at no additional cost to the CITY.
- N. Available float time may be used by the CITY through the CITY'S ENGINEER.
- O. The CITY controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates, the CITY may initiate changes that absorb float time only. CITY initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. CONTRACTOR initiated changes that encroach on the float time may be accomplished only with the CITY'S concurrence. Such changes, however, shall give way to CITY initiated changes competing for the same float time.
- P. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been accepted by the ENGINEER. Failure to include on a schedule any element of Work required for the performance of this Contract shall not excuse the CONTRACTOR from completing all Work required within any applicable completion date, not withstanding the review of the schedule by the ENGINEER.
- Q. Review and acceptance of the construction progress schedule, and related reports, by the ENGINEER is advisory only and shall not relieve the CONTRACTOR of the responsibility for accomplishing the Work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the ENGINEER an insurer of the CONTRACTOR'S success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.
- R. The CONTRACTOR shall present and discuss the proposed schedule at the preconstruction conference.
- S. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the

proposed sequence of the Work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related Work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the contract time. The project critical path shall be clearly identified in color or by other means acceptable to the ENGINEER.

- T. The progress schedule shall be plotted on 22-inch by 34-inch and 11-inch by 17-inch paper and shall be revised and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Ten (one 22-inch by 34-inch and nine 11-inch by 17-inch), schedules, required schedule "sorts" (tabulations) and an electronic copy of the baseline schedule shall be submitted for review and acceptance. Five (one 22-inch by 34-inch and four 11-inch x 17-inch) up-to-date copies of the schedule and five copies of tabulations and an electronic copy shall be submitted along with the application for monthly progress payments for the same period.
- U. The construction progress schedule shall be developed and maintained using Primavera Sure Trak as manufactured by Primavera Systems, Inc., or equal.

#### 1.04 SCHEDULE OF PAYMENT VALUES

- A. The CONTRACTOR shall submit a Schedule of Payment Values, in accordance with Section 01025, for all items in the proposal that are to be paid for on a lump sum basis. The schedule shall contain the labor and material values of the component parts of Work for the purpose of making progress payments during the construction period. The Schedule of Payment Values shall directly correlate on an item by item basis (unless otherwise accepted by the ENGINEER) to each individual activity detailed in the construction progress schedule.
- B. The schedule shall be given in sufficient detail for the proper identification of Work accomplished. Each item shall include its proportional share of all costs including the CONTRACTOR's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.
- C. If the CONTRACTOR anticipates the need for payment for materials stored on the project site, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Items.
- D. The CONTRACTOR shall expand or modify the above schedule and materials listing as required by the ENGINEER'S initial or subsequent reviews.
- E. The CONTRACTOR shall update the Schedule of Payment Values monthly for reviewing by the ENGINEER. The payment applications shall be reviewed by the ENGINEER in accordance with the updated Schedule of Payment Values.

#### 1.05 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

- A. General: A Shop Drawing Submittal Schedule shall be provided by the CONTRACTOR within thirty (30) days of the Notice to Proceed.
- B. The CONTRACTOR shall furnish for review four (4) copies of shop drawings, project data, samples and other submittal items required by the Contract Documents. Two (2) copies shall be returned to the CONTRACTOR stamped "Furnish as Submitted" or "Furnish as Corrected".

Where major corrections are indicated, two (2) copies will be returned stamped "Revise and Resubmit" and a new submittal is required (4 copies).

- C. The review of the CONTRACTOR'S submissions shall in no way relieve the CONTRACTOR of any of his responsibilities under the Contract. An acceptance of a submission shall be interpreted to mean that there are no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications.
- D. All submissions shall be dated and properly referenced to the specifications section and Contract Drawing number. The submittal number shall match the following submittal numbering system (or an equivalent system as approved by the ENGINEER):

#### Submittal Numbering System

- 1. Package ID: The package number will reflect the CSI (specification) section number as it appears in the specifications.
- 2. Subgroup ID: The submittal number will include the CSI number followed by two additional codes. The first will define the type of submittal as follows:

- 01 Product Data, Specifications, Cut Sheets, Manufacturers certification or approval letters.
- 02 Shop Drawings
- 03 Product Samples and Mock-Ups
- 04 Special requirements as required in the contract documents
- 05 As-Built Drawings
- 06 Warranties
- 07 O&M
- 08 Spare Parts

The second code will identify individual submittals within that submittal type. The number to the left of the decimal represents the submittal number and the number to the right of the decimal represents the revision number.

Example:

<u>Package</u>	<u>Submittal</u>	<u>Description</u>
03300	03300-01-1.1	Concrete Admixture A, First Submittal
06400	06400-01-1.2	Re-submittal
		First Submittal
		Product Data
		Finish Carpentry

01300-6

By the following this code system, all submittals may be entered into the Document Tracking System prior to receipt of submittals. When a particular submittal is received, locate the entry in the Document Tracking project file, add the appropriate information and process. The Document Tracking System will provide the next sequence number.

- E. Shop Drawings and Project Data within practical limits shall be submitted as a single complete package for any operating system and shall include all items of equipment and mechanical units involved in the functioning of such system. Where applicable, the submission shall include elementary wiring diagrams showing circuit functioning and necessary interconnection wiring diagrams for construction.
- F. All submissions shall bear the CONTRACTOR'S stamp certifying that they have been checked for conformance and accuracy. Submissions without the CONTRACTOR'S stamp of approval will not be reviewed by the ENGINEER and will be returned to the CONTRACTOR.
- G. For any submission containing any departure from the Contract Documents and the CONTRACTOR shall include proper explanation in his letter of submittal.
- H. Work on fabricated or special items shall not be commenced until the required submission information has been reviewed and accepted.
- I. Standard items shall not be assembled or shipped until the required submission information has been reviewed and accepted.
- J. Prior review actions shall not relieve the CONTRACTOR of the responsibility for correcting errors, deviations, and/or omissions discovered at a later date.
- K. Shop Drawings: Shop Drawings include, but are not limited to, layout drawings, installation drawings, construction drawings, certified and interconnecting wiring diagrams, etc. The CONTRACTOR shall be responsible for security of all the information, details, dimension, drawings, etc. necessary to prepare submission drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. The CONTRACTOR shall secure such information, details, drawings, etc. from all possible sources including the Contract Drawings, drawings prepared by subcontractors, ENGINEER, manufacturers, CONTRACTORS, etc.
- L. Submission drawings shall accurately and clearly present the following:
  - 1. All working and installation dimensions.
  - 2. Arrangement and sectional views.
  - 3. Units of equipment in the proposed position for installation, details of required attachments and connections and dimensioned locations between units and in relation to the structures.
  - 4. Necessary details and information for making connections between the various trades including but not limited to, power supplies and interconnection wiring between units, accessories, appurtenances, etc.
- M. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such

submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

- N. Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.
- O. Samples: CONTRACTOR shall furnish for review all samples as required by the Contract Documents or requested by the ENGINEER.
- P. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.
- Q. Samples shall be checked by the CONTRACTOR for conformance to the Contract Documents before being submitted to the ENGINEER and shall bear the CONTRACTOR'S stamp certifying that they have been so checked. Transportation charges on samples submitted to the ENGINEER shall be prepaid by the CONTRACTOR.
- R. ENGINEER's review will be for compliance with the Contract Documents, and his comments will be transmitted to the CONTRACTOR with reasonable promptness.
- S. Accepted samples will establish the standards by which the completed work will be judged.

#### 1.06 OPERATION AND MAINTENANCE INSTRUCTIONS (MANUALS)

- A. Individual Instructions: The CONTRACTOR, through manufacturer's representatives or other qualified individuals, shall provide instruction of designated employees of the OWNER in the operation and care of all equipment furnished.
- B. Written Instructions: The CONTRACTOR shall furnish and deliver to the ENGINEER, prior to the fifty percent completion point of construction, and no later than thirty (30) days prior to operator training, ten (10) complete sets of instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair of the equipment. As a minimum, the following shall be included in this submittal:
  - 1. Operating Instructions
  - 2. Troubleshooting Information
  - 3. Maintenance Schedule(s)
  - 4. Lubrication Schedule
  - 5. Location of Service Centers
  - 6. Parts Diagram and List
  - 7. Spare Parts List (spare parts furnished shall be defined)
  - 8. Special Tools List
  - 9. Installation Instructions
  - 10. Assembly & Erection Drawings
  - 11. Dimensional Drawings

## 12. Wiring Diagram(s)

## 13. Storage Instructions

- C. These requirements are a prerequisite to the operation and acceptance of equipment. Each set of instructions shall be bound together in appropriate three-ring binders. A detailed Table of Contents shall be provided for each set. Written operation and maintenance instructions shall be required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Submittal shall be made for all mechanical and electrical equipment included but not limited to pumps, valves, gates, etc.
- D. Information not applicable to the specific piece of equipment installed on this project shall be struck from the submission. Information provided shall include a source of replacement parts and names of service representatives, including address and telephone number.
- E. Extensive pictorial cuts of equipment are required for operator reference in servicing.
- F. When written instructions include shop drawings and other information previously reviewed by the ENGINEER, only those editions thereof which were accepted by the ENGINEER, and which accurately depict the equipment installed, shall be incorporated in the instructions.

### 1.07 RECORD DRAWINGS

- A. The CONTRACTOR shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. As-Built furnished grade information shall be included on the record drawings. Said record drawings shall be supplemented by detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed. These master record drawings of the CONTRACTOR'S representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of Work.
- B. The record drawings shall be received on the 20th working day of every third month after the month in which the final notice to proceed is given as well as on completion of Work. Failure to maintain the record drawings up-to-date shall be grounds of withholding monthly progress payments until such time as the record drawings are brought up-to-date.
- C. In the case of those drawings which depict the detail requirement for equipment to the assembled and wired in the factory, such as motor control centers and the like, the record drawing shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- D. Record drawings shall be accessible to the ENGINEER at all times during the construction period.
- E. Final payment will not be acted upon until the CONTRACTOR prepared record drawings have been delivered to the ENGINEER. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information overlaid in pencil.



- F. Upon substantial completion of the Work and prior to final acceptance, the CONTRACTOR shall finalize and deliver a complete set of record drawings to the ENGINEER for transmittal to the CITY, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected drawings showing the reported location of the Work. The information submitted by the CONTRACTOR and incorporated in the Record Drawings will be assumed to be correct, and the ENGINEER will not be responsible for the accuracy of such information, and for any errors or omissions which may appear on the Record Drawings as a result.
- G. The information submitted by the CONTRACTOR in the record drawings shall be certified by a land surveyor registered in the State of Florida.
- H. The record drawings shall show the exact location of all structures and all mains within the right-of-way or easement, size and type of material of mains, all deflection points (vertical and horizontal), top pipe elevations and stationing at 100-foot increments, and exact dimensions and locations of all fittings and valves.

#### 1.08 WARRANTIES

- A. Original warranties, called for in the Contract Documents, shall be submitted to the CITY through the ENGINEER. When warranties are required, they shall be submitted prior to request for payment.
- B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.
- C. The CONTRACTOR shall warrant to the CITY that all material and labor used in the construction are covered by his warrantee for a minimum of a one year period upon approval and acceptance by the CITY. The CONTRACTOR shall replace or repair defects at no cost to the CITY during the warrantee period. No visible or potential leakage shall be allowed during the warrantee period.

#### 1.09 CERTIFICATES

- A. Copies of certificates of compliance and test reports shall be submitted for requested items to the ENGINEER prior to request for payment.

#### 1.10 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. General: Prior to commencing work, the CONTRACTOR shall have a continuous color audio-video DVD recording taken of the entire Project, including existing areas that will be disturbed by the Contractor's operations, to serve as a record of preconstruction conditions. No construction shall begin prior to review and acceptance of the tapes covering the respective, affected construction area by the ENGINEER. The ENGINEER shall have the authority to reject all or any portion of the video DVD not conforming to the specifications and order that it be redone at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. The ENGINEER shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Audio-video recordings shall not be performed more than ninety days prior to construction in any area. All DVDs and written records shall become property of the City.
- B. Services: The CONTRACTOR shall engage the services of a professional electrographer. The color audio-video tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video tape documentation.

The electrographer shall furnish to the ENGINEER a list of all equipment to be used for the audio-video taping, i.e., manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by the electrographer is the names and addresses of two references that the electrographer has performed color audio-video taping for on projects of a similar nature within the last twelve months.

- C. Audio-Video DVDs: Audio-video DVDs shall be new. The DVDs shall be compatible for with a standard player-receiver.
- D. Equipment: All equipment, accessories, materials and labor to perform this service shall be furnished by the CONTRACTOR.
  - 1. 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.
  - 2. 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 acceptable to the ENGINEER.
  - 3. The color video camera used in the recording system shall have a horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 dB and a minimum illumination requirement of twenty-five foot-candles.
- E. Recorded Information - Audio: Each tape shall begin with the current date, project name and municipality and be followed by the general location; i.e., process structure, or area, 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 his fixed elevation video record of the zone of influence of construction.
- F. Recorded Information - Video: All video recordings must, by electronic means, display continuously and simultaneously, generated with the actual taping, transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hours, minutes, and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, bid package number, process structure or area, and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.
- G. Conditions for Taping: 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 recordings and to produce bright, sharp video recordings of those subjects.
- H. Tape Coverage: Tape coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing road, driveways, sidewalks, curbs, pavement, landscaping, fences, signs and interior and exterior of existing structures affected by the work and the exteriors of structures adjacent to the work, and any other on-site area that will be occupied or impacted by the CONTRACTOR or any of his subcontractors or suppliers within the area covered.

## 1.11 PROJECT PHOTOGRAPHS

- A. The CONTRACTOR shall engage and pay for the services of a professional photographer for ground level progress pictures each week during the course of the construction activities. The photographer's periodic visits and work shall be coordinated with the ENGINEER. A total of 5 progress photographs are required for installation of each section of piping. A photograph (picture) shall be defined as one exposure.
- B. Three 8 inch x 10 inch glossy prints and one 4 inch x 5 inch negative of each photograph shall be submitted to the ENGINEER with the CONTRACTOR's monthly estimate. The prints shall be placed in clear plastic holders for three-hole binder mounting, placed in three-ring binders and shall be labeled with the following information.
  - 1. Site Work
  - 2. Photo Number
  - 3. Date picture was taken
  - 4. Description
  - 5. Name of photographer
  - 6. Owner's witness

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01500

### CONSTRUCTION CONSIDERATIONS

#### PART 1 -- GENERAL

##### 1.01 HYDRAULIC UPLIFT ON STRUCTURES

- A. The CONTRACTOR shall be completely responsible for any tanks, wet wells, pipelines, manholes, foundations, cellars, or similar structures that may become buoyant during the construction operations due to the ground water, floods or buoyancy of piping caused due to the placement of flowable backfills before the structure is put into operation. Should there be any possibility of buoyancy of a pipeline or structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR'S expense.

##### 1.02 WATER TIGHTNESS OF STRUCTURES

- A. General: It is the intent of these specifications that all concrete work, sealing work around built-in items and penetrations be performed as required to ensure that groundwater, rainwater, wastewater, chemical solutions or other process liquids in tanks, wetwells, channels, and containers will not leak into any buildings and/or equipment rooms, pipe galleries, habitable areas, or other generally dry areas.
  - 1. The required watertightness shall be achieved by quality concrete construction and proper sealing of all joints and penetrations.
  - 2. Each unit shall be tested separately, and the leakage tests shall be made prior to backfilling and before equipment is installed unless otherwise approved by the ENGINEER. Only potable water shall be used for the tests.
  - 3. The watertightness of buildings exclusive of the portions designed to contain liquids will consist of checking for leaks due to rain or groundwater infiltration.
  - 4. The CONTRACTOR shall provide at his own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, etc., necessary to perform the required test.
- B. Built-in Items and Penetrations: All pipe sleeves, built-in items and penetrations shall be sealed as detailed and as required to ensure a continuous watertight seal.

##### 1.03 CUTTING AND PATCHING

- A. The CONTRACTOR shall perform all cutting and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and shall only cut or alter work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

#### 1.04 ABANDONMENT AND SALVAGE OF EXISTING FACILITIES

- A. General: The scope of work requires the CONTRACTOR to interface with existing structures, and piping which will be abandoned or otherwise removed and/or relocated as part of the work. Prior to beginning any work associated with existing facilities to be abandoned, salvaged, or otherwise removed or relocated, the CONTRACTOR shall inform the CITY and the ENGINEER of his intent so that all arrangements can be made with the CITY for isolating pipelines (where possible) or otherwise removing existing facilities from service to the extent possible. The CONTRACTOR shall not proceed without written authorization from the CITY.
- B. Pipelines: The CONTRACTOR shall abandon, salvage or otherwise remove existing pipelines or segments of existing pipelines shown to be abandoned in place, salvaged, or removed as part of the contract work. Unless otherwise indicated in the Contract Documents, all piping shown on the Drawings to be abandoned shall be abandoned in place. Pipe shown to be abandoned need only be removed a minimum three feet clear of new utilities to be installed. Abandon-in-place shall be defined as installing plugs, or other permanent closure, as reviewed and accepted by the CITY, on all termination's, open ends or ends of pipe designated as being cut, capped and anchored in an acceptable manner. The pipe will remain buried unless otherwise noted.
- C. Piping indicated on the Drawings as being removed, or any piping to be abandoned which interferes with new structures or piping, shall be excavated and removed using methods which will not disturb adjacent piping or other facilities. All pipe materials shall be subject to salvage by the CITY as defined below. Any remaining piping on both ends of pipe segments removed shall be abandoned in-place, per the above definition. After piping has been removed, the CONTRACTOR shall backfill the evacuated area in accordance with requirements set forth in other sections of these specifications.
- D. Equipment: The CONTRACTOR shall abandon, salvage or otherwise remove existing equipment or other facilities as shown on the Contract Drawings or indicated herein. In all cases, the CONTRACTOR shall exercise caution when handling the existing equipment so as not to disturb or damage adjacent facilities. The CONTRACTOR shall make all repairs to adjacent facilities which may be damaged as a result of the CONTRACTOR's efforts in abandoning, salvaging or otherwise removing existing facilities, at no additional cost to the CITY.
- E. Salvage: The CITY may desire to salvage certain items of existing equipment which are to be dismantled and removed during the course of construction. Prior to removal of any existing equipment or piping from the site of work, the CONTRACTOR shall ascertain from the CITY whether or not the particular item or items are to be salvaged. Items to be salvaged shall be stockpiled on the site, in a location as designated by the CITY. All other items of equipment shall be disposed of off-site by the CONTRACTOR at his own expense, in accordance with applicable laws, ordinances and regulations.

#### 1.05 DIMENSIONS OF EXISTING STRUCTURES

- A. Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

#### 1.06 REHABILITATION

- A. Certain areas of existing structures, piping, conduits, and the like will be affected by work necessary to complete modifications under this Contract. The CONTRACTOR shall be responsible to rehabilitate those areas affected by its construction activities.
- B. Where new rectangular openings are to be installed in concrete or concrete masonry walls or floors, the CONTRACTOR shall score the edges of each opening (both sides of wall or elevated slab) by saw cutting clean straight lines to a minimum depth of one inch and then chipping out the concrete. Alternately, the opening can be formed by saw cutting completely through the slab or wall. Saw cuts deeper than one inch (or the depth of cover over existing reinforcing steel, whichever is less) shall not be allowed to extend beyond the limits of the opening. Corners shall be made square and true by a combination of core drilling, chipping, or grinding. All necessary precautions shall be taken during removal of concrete to prevent debris from falling and damaging adjacent equipment or piping. Saw cuts allowed to extend beyond the opening shall be repaired by filling with nonshrink grout. The concrete around any exposed reinforcement steel shall be chipped back and exposed reinforcement steel cut a minimum of 1-1/2 inches from the finished face of the new opening. The inside face of the new opening shall be grout to fill any voids and cover the exposed aggregate and shall be trowel-finished to provide a plumb and square opening.
- C. Where new conduit or piping is to be installed through existing concrete walls, the CONTRACTOR shall accurately position the core-drill openings. Openings shall be adequately sized to allow alignment of piping or conduit and fittings without deflection and to provide adequate clearance for satisfactory packing in the annular space between the piping or conduit and the core drilling opening as shown on the Drawings.
- D. Where new piping is to be connected to existing piping, the existing piping shall be cut square and the ends properly prepared for the connection shown on the drawings. Any damage to the lining and coating of the existing piping shall be repaired by the CONTRACTOR.
- E. Where existing equipment, equipment pads and bases, piping, piping supports, electrical panels and devices, conduits, and associated appurtenances are removed, the CONTRACTOR shall rehabilitate the affected area such that little or no evidence of the previous installation remains. Opening in concrete floors, walls, and ceiling from piping, conduit, and fastener penetrations shall be filled with nonshrink grout and finished to match the adjacent area. Concrete pads and bases for equipment and supports shall be removed by chipping away concrete and cutting any exposed reinforced steel and anchor bolts a minimum of 1-1/2 inches below finished grade. The area of concrete to be rehabilitated shall be scored by saw cutting clean, straight lines to a minimum depth of 1-1/2 inches, and all concrete within the scored lines removed to a minimum depth of 1-1/2 inches. The area within the scored lines shall be patched with nonshrink grout to match the adjacent grade and finish. Abandoned connections to piping and conduits shall be terminated with blind flanges, caps, and plugs suited for the material, type, and service of the pipe or conduit.
- F. Where existing structural steel members are removed or modified, the surface of the remaining existing steel members damaged by construction activities shall be repaired. The affected areas shall be surface prepared and coated in accordance with Section entitled "Painting".
- G. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The CONTRACTOR is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

#### 1.07 INSTALLATION OF EQUIPMENT

- A. CONTRACTOR shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity to facilitate the work.
- B. CONTRACTOR shall be responsible for locating, aligning and leveling all equipment and shall employ a licensed surveyor to set all lines and levels of equipment to the accuracy required.
- C. Complete manufacturers installation instructions, including permissible tolerances, shall be furnished in duplicate with each unit of equipment or set of identical units.
- D. All equipment shall be installed in accordance with the shop drawings; inclusive of manufacturers specifications, drawings and tolerances; under the direct supervision of the required manufacturers ENGINEER. No instructions shall be issued that are contrary to written specifications without prior written approval by the CITY's ENGINEER.
- E. Equipment shall be erected in a neat and workmanlike manner on the foundations' at the locations and elevations shown on the drawings unless otherwise indicated by the ENGINEER during installation.

#### 1.08 SUPERVISION BY MANUFACTURER'S REPRESENTATIVES

- A. The CONTRACTOR shall provide the services. of qualified equipment manufacturers technical representatives who shall adequately supervise the installation and testing of all equipment furnished under this Contract and instruct the CONTRACTOR's personnel and CITY's operating personnel in its maintenance and operation.

#### 1.09 EQUIPMENT MANUFACTURER'S CERTIFICATION

- A. As a condition precedent to acceptance of equipment installed and operating, the CONTRACTOR will provide the CITY with written certification, obtained from each company manufacturing equipment for the Project, that the equipment is installed and does operate in accordance with the specifications and manufacturers recommendations.

#### 1.10 SLEEVES AND OPENINGS

- A. The CONTRACTOR shall provide all openings, chases, etc., to fit his own work and that of any other subcontractors and contractors. All such openings or chases shown on the Contract Drawings, or reasonably implied thereby, or as confirmed or modified by shop, setting or erecting drawings approved by the ENGINEER, shall be provided by the CONTRACTOR.
- B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as integral part of an opening, the sleeves, opening, forms or frames shall be furnished by the installer of the pipes, conduits or equipment, but shall be placed by the CONTRACTOR.
- C. Where hanger inserts, anchor bolts and similar items are to be embedded in concrete as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, etc. but shall be placed by the CONTRACTOR.
- D. When requested by the CONTRACTOR, the installer of the pipes, conduit, or equipment, including those contractors or subcontractors who require openings or chases in slabs and walls for passage of ducts, mounting or equipment, etc., shall furnish all necessary information,

instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the subcontractor or contractor for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the CONTRACTOR shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.

- E. Any cost resulting from correction of defective, ill-timed, or mislocated work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the subcontractor or contractor responsible therefor. No contractor or subcontractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another Contractor. In no case shall beams lintels, or other structural members be cut without the approval of the ENGINEER. The nature and extent of any corrective or additional work shall be subject to the approval of the ENGINEER following consultation with the affected parties.

#### 1.11 OBSTRUCTIONS

- A. All water pipes, storm drains, sanitary sewers, force mains, gas or other pipe, telephone or power cables or conduits and all other obstructions, whether or not shown, shall be temporarily supported across utility line excavations. The CONTRACTOR shall be responsible for any damage to any such pipes, conduits, or structures. Approximate locations of known water, sanitary, drainage, power and telephone installations along route of new pipelines or in the vicinity of new work are shown, but must be verified in the field by the CONTRACTOR. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new lines. Any discrepancies or differences found shall be brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of new work. These conditions are supplemental to general requirements elsewhere in the Contract Documents.

#### 1.12 SITE CONDITIONS

- A. The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, canal stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The CITY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the CITY.

#### 1.13 SUBSURFACE INVESTIGATIONS

- A. The CONTRACTOR shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater condition, the character of equipment and facilities required



preliminary to and during the performance of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on the substrata or ground water table conditions will be disallowed.

- B. The CONTRACTOR further acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the CONTRACTOR performing more or less work than he originally anticipated.

#### 1.14 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly and before such conditions are disturbed, notify the CITY in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for this contract. The CITY will promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

#### 1.15 PROTECTION OF PROPERTY

- A. The CONTRACTOR shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed and the CONTRACTOR is cautioned to proceed with care in order to prevent the undermining or damage to existing utilities including piping, power cable, conduit, duck bank, fiber optic cable, gas, telephone and cable TV services, structures, piping, and other facilities.
- B. The CONTRACTOR shall take all measures necessary to protect new and existing mechanical equipment from dust and debris. All protective measures shall be furnished, installed, lighted, ventilated, maintained, and removed at the CONTRACTOR'S own cost.
- C. When city water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.
- D. In the event any of the CONTRACTOR'S activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the ENGINEER. Such work shall progress continuously to completion on a 24-hour per day, seven workday basis. The CONTRACTOR shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

#### 1.16 WEATHER CONDITIONS

- A. Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms the CONTRACTOR shall take necessary precautions to protect all work, materials and equipment from exposure. The CITY reserves the right, through the opinion of the ENGINEER, to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the project. The CONTRACTOR shall not claim any compensation for such precautionary measures

so ordered, nor claim any compensation from the CITY for damage to the work from the elements of weather.

1.17 FIRE PROTECTION

- A. The CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

1.18 SAFETY AND HEALTH REQUIREMENTS

- A. The CONTRACTOR shall comply in every respect with all Federal, State and local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration, 3200 East Oakland Park Boulevard, Room 204, Bridge Building, Fort Lauderdale, Florida 33300.
- B. The CONTRACTOR shall provide all barricades and flashing warning lights or other devices necessary to warn pedestrians and area traffic.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01510

### UTILITIES AND SERVICES

#### PART 1 -- GENERAL

##### 1.01 GENERAL

- A. The CONTRACTOR shall provide for utilities and services for his own operations. These shall include electrical power, water, ventilation, sanitary facilities and telephone service. The CONTRACTOR shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the work. Such facilities shall comply with regulations and requirements of the National Electrical Code, OSHA, Florida Power and Light, and applicable Federal, State and local codes, etc. In addition, the CONTRACTOR shall provide the following:

##### 1.02 TEMPORARY POWER

- A. The CONTRACTOR shall arrange with Florida Power and Light (FPL) for construction period service and pay all costs for the work and power. The CONTRACTOR shall arrange and pay for a separate feeder to supply power from off-site directly from FPL service to the CONTRACTOR'S temporary power system. In addition to providing for a safe construction period distribution system the CONTRACTOR shall provide a safe and adequate artificial lighting system for work areas which do not have sufficient natural light. Temporary lighting shall be maintained during non-working periods if the area is subject to access by the public or plant personnel and during low flow, night time work periods. No generators, or engine-driven equipment, shall be utilized except on an emergency basis, with sound attenuation and only after the Engineer's approval.

##### 1.03 TEMPORARY WATER

- A. The CONTRACTOR shall supply all water used for construction, flushing, testing, and temporary sanitary facilities. The CONTRACTOR shall provide and maintain all piping, fittings, adapters, and valving required. It is the CONTRACTOR'S responsibility to arrange through the City Underground Utilities Division for a 2-inch fire hydrant water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

##### 1.04 TEMPORARY VENTILATION (NOT USED)

##### 1.05 TEMPORARY SANITARY FACILITIES

- A. The CONTRACTOR shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated at approved locations.

##### 1.06 TEMPORARY TELEPHONE SERVICE (NOT USED)

## 1.07 SECURITY

- A. The CONTRACTOR shall install fences and employ security guards to protect the job site against vandalism, burglary, theft, trespassing, etc., if required. The CONTRACTOR shall care for and protect against loss or damage of all material to be incorporated in the construction, the existing structures, equipment and materials for the duration of the Contract and shall repair or replace damaged or lost materials and damage to structures.

## 1.08 STAGING AREA

- A. The CONTRACTOR shall arrange, coordinate and take all necessary steps regarding his work effort to comply with constraints defined in Section 01520, including off site parking, staging, storage, etc., as required. Costs associated with these efforts shall be included in the bid for this project.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01530

### PROTECTION OF EXISTING FACILITIES

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of 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 CITY.
- 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 enter upon any rights-of-way involved until notified 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, and shall give said party convenient access and opportunity for removing, shoring, supporting, or otherwise protecting utilities or structures within the right-of-way. When 2 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.

##### 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 for easy and accurate restoration. It shall be the CONTRACTOR'S responsibility to notify the proper representatives of the CITY of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed by the CONTRACTOR without proper authorization by the CITY, will be accurately restored by the CITY at the CONTRACTOR'S expense after all street or roadway resurfacing has been completed.

#### 1.04 RESTORATION OF 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 restoration of paved surfaces shall be completed each work day after the piping trench is backfilled.
- C. Temporary Restoration: Temporary restoration includes repair to all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed. The CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the ENGINEER.
- D. 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 and improvements.
- E. Temporary Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private driveways have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or driveways at the end of each workday 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.
- F. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement, unless otherwise shown on the drawings.
- G. Final Restoration: Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction: final grading, placement of sod, installation or replacement of any trees or shrubs, repair of irrigation systems, pavement marking, etc., all complete and finished, acceptable to the ENGINEER.

## 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.
- 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 CITY 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 shown, the CONTRACTOR shall remove and temporarily replace or relocate such utility or improvement in a manner satisfactory to the CITY and the OWNER of the utility/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 OWNER'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 Shown or Indicated: Existing utility lines that are shown 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 by the CONTRACTOR.
- F. Underground Utilities Not Shown or Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not shown or the locations of which are not made known to the CONTRACTOR prior to excavation by the CITY and Sunshine One-Call Notification, a written report thereof shall be made immediately to the CITY. The CONTRACTOR shall make the repairs immediately under the provisions for changes and extra work contained in the General Conditions.
- G. Approval of Repairs: All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement CITY before being concealed by backfill or other Work.
- H. No fill, excavation material, construction generated debris or equipment shall obstruct water valves, gas meters or sewer manholes. Water, sewer and gas service shall be made accessible to repair or maintenance crews representing the CITY or a privately-owned utility company.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, reuse 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 CITY are made with the owner of said

utilities. 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.

#### 1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim, relocate or remove any trees unless such trees have been approved for trimming, relocating 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. Tree trimming, relocating and replacement shall be in accordance with requirements of local jurisdictions.
- B. 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 at its 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 compensatory payment acceptable to the tree CITY, subject to the approval of the jurisdictional agency or CITY.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -



## SECTION 02222

### EXCAVATION AND BACKFILL FOR UTILITIES

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Excavate, grade and backfill as required for underground piping systems and appurtenances as shown on the Drawings and specified herein.
- B. Backfill from off-site sources shall be provided for raw water transmission piping. Well development disposal piping may be backfilled with their respective excavated materials after replacement in the median area.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Surface Restoration
- B. Division 3 - Concrete

##### 1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- 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 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
ASTM D 2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

##### 1.04 SUBMITTALS

- A. General: Submit information and samples to the ENGINEER for review as specified herein in accordance with Section 01300, "Submittals".

- B. Dewatering: The CONTRACTOR shall submit to the ENGINEER its proposed methods of handling trench water and the locations at which the water will be disposed of. Methods shall be acceptable to the ENGINEER before starting the excavation.
- C. Bedding and Backfill Materials: The CONTRACTOR shall notify the ENGINEER of the off-site sources of bedding and backfill materials, and submit to the ENGINEER a representative sample weighing approximately 50 lbs. The sample shall be delivered to a location on site determined by the ENGINEER.
- D. Sheeting System: Drawings of the sheeting system and design computations shall be submitted to the ENGINEER; however, the review of these drawings shall in no way relieve the CONTRACTOR of the responsibility to provide a safe and satisfactory sheeting and shoring system. Sheeting and shoring shall be designed by the CONTRACTOR, and the proposed design shall be sealed by a Professional ENGINEER registered in the State of Florida. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, it may order additional supports put in at the CONTRACTOR's expense.
- E. Dewatering Permits: If the quantity or nature of water withdrawn requires approval/permits from regulatory agencies, the CONTRACTOR shall procure such permits at its expense and submit copies to the ENGINEER before commencing the work.

#### 1.05 QUALITY CONTROL

- A. An independent testing laboratory will be retained by the CITY to do appropriate testing as described in Section 01400, "Testing and Inspection". The CONTRACTOR shall schedule its work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of his progress. A minimum of 48 hours of notice shall be provided to the testing laboratory to mobilize its activities.

#### 1.06 SUBSURFACE INFORMATION

- A. The CONTRACTOR shall be responsible for anticipating groundwater conditions and shall provide positive control measures as required. Such measures shall ensure stability of excavations, groundwater pressure control, prevention of tanks, pipes, and other structures from being lifted by hydrostatic pressures, and avoiding the disturbance of subgrade bearing materials.

#### 1.07 TRENCH SAFETY ACT COMPLIANCE

- A. The CONTRACTOR by signing and executing the contract is, in writing, assuring that it will perform any trench excavation in accordance with the Florida Trench Safety Act, Section 553.60 et. seq.. The CONTRACTOR has further identified the separate item(s) of cost of compliance with the applicable trench safety standards as well as the method of compliance as noted in the "Bid Forms" Section of the Contract front-end documents.
- B. The CONTRACTOR acknowledges that this cost is included in the applicable items of the Proposal and Contract and in the Grand Total Bid and Contract Price.
- C. The CONTRACTOR is, and the CITY and ENGINEER are not, responsible to review or assess the CONTRACTOR's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". The

CONTRACTOR is, and the CITY and ENGINEER are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

#### 1.08 PROTECTION OF PROPERTY AND STRUCTURES

- A. The CONTRACTOR shall, at its own expense, sustain in place and protect from direct or indirect injury, all pipes, poles, conduits, walls, buildings, and all other structures, utilities, and property in the vicinity of its Work. Such sustaining shall be done by the CONTRACTOR. The CONTRACTOR shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, and all other structures, utilities, and its Work. It shall be responsible for all damage, and assume all expenses, for direct or indirect injury and damage, caused by its Work, to any such pipe, structures, etc., or to any person or property, by reason of injury to them, whether or not such structures, etc., are shown on the Drawings.
- B. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations. Barricades with flashing lights shall also be placed along excavation from sunset each day to sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded where required to meet OSHA, local and Federal Code requirements, in such a manner to prevent persons from falling or walking into any excavation within the site fenced property limits.

#### 1.09 DEWATERING PERMITS

- A. The CONTRACTOR shall be responsible for obtaining all permits required for the dewatering operation.

### PART 2 -- PRODUCTS

#### 2.01 BEDDING MATERIAL

- A. Bedding materials shall be furnished from acceptable off-site sources. The CONTRACTOR shall notify the ENGINEER of the sources of each material at least ten calendar days prior to the anticipated use of the materials.
- B. Screened gravel shall be used as bedding material for small diameter pipe (less than 24 inches). Screened gravel shall also be used as bedding material for fiberglass, PVC, HDPE or other plastic pipe when installation is in the wet. Screened gravel shall consist of hard, durable particles of proper size and graduation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. The gravel shall be graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
1 inch	100
3/4 inch	99
1/2 inch	65
No. 4	2

- C. Crushed stone shall be used for bedding of 24 inch and larger diameter pipe. Crushed stone shall also be used when the trench is within the water table for all types of piping except fiberglass, PVC, HDPE or other plastic pipe. Crushed stone shall consist of hard, durable,

subangular particles of proper size and gradation, without clay, fines, and other deleterious materials. The stone shall be graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
5/8 inch	100
1/2 inch	40 – 100
3/8 inch	15 - 45
No. 10	0 – 5

- D. Sand shall be used for bedding polyvinyl chloride, fiberglass, HDPE and other plastic pipe when installed under dry trench conditions. Sand shall be graded sand with 100 percent passing a 3/8-inch sieve and not more than 5 percent passing a No. 200 sieve.

## 2.02 SELECT BACKFILL

- A. Select Backfill: Select backfill shall be clean sandy material passing through a 3/4-inch sieve as select backfill material.

## 2.03 GENERAL BACKFILL

- A. All other backfill (general backfill) placed above the select backfill shall pass through a 6-inch ring. General backfill shall contain no more than 10 percent organics. General backfill used under roadways shall be compatible with the materials and compaction specified under Section 02510 and 02526.

## PART 3 -- EXECUTION

### 3.01 EXCAVATION

- A. The CONTRACTOR shall perform all excavation of every description and of whatever substance encountered, to the dimensions, grades and depths shown on the Drawings, or as required for a proper installation. All excavations shall be made by open cut and in accordance with the Trench Safety Act. All existing utilities such as pipes, poles and structures shall be carefully located, supported and protected from injury; in case of damage, they shall be restored at the CONTRACTOR's expense.
- B. Pipe trenches for piping shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, or sheeting if used, of 8 inches to 18 inches as defined on the Drawings. Where the pipe size exceeds 12 inches, the clearance shall be from 12 inches-to-18 inches. All pipe trenches shall be excavated to a level where suitable material is reached, a minimum of 8 inches below the pipe barrel or that will allow for a minimum of 36 inches of covering unless otherwise indicated on the Drawings.
- C. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.
- D. Excavated unsuitable material shall be removed from the site and disposed of by the CONTRACTOR. Materials removed from the trenches shall be stored and in such a manner that will not interfere unduly with traffic on public roadways and sidewalks and shall not be placed on private property. In congested areas, such materials that cannot be stored adjacent to the trench or used immediately as backfill shall be removed to other convenient places of storage acceptable to the CITY at the CONTRACTOR's expense.

- E. Excavated material that is suitable for use as backfill shall be used in areas where sufficient material is not available from the excavation. Suitable material in excess of backfill requirements shall be disposed off-site at the CONTRACTOR's expense.

### 3.02 SHEETING AND BRACING

- A. The CONTRACTOR shall furnish, place and maintain sheeting and bracing to support sides of the excavation as necessary to provide safe working conditions in accordance with OSHA requirements, and to protect pipes, structures and other Work from possible damage. Where wood sheeting or certain designs of steel sheeting are used, the sheeting shall be cut off at a level of 2 feet above the top of the installed pipe and that portion below the level shall be left in place. If interlocking steel sheeting is used, it may be removed providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe. Any damage to the pipe bedding, pipe or alignment of the constructed utility caused by the removal of sheeting shall be cause for rejection of the affected portion of the work. The CITY may permit sheeting to be left in place at the request and expense of the CONTRACTOR, or the CITY may order him in writing to leave in place, for the preventing of damage to structures or property. Payment for sheeting ordered to remain in place shall be paid for at a negotiated price.
- B. If the ENGINEER is of the opinion that at any point sufficient or proper supports, have not be provided, he may order additional supports put in at the CONTRACTOR's expense. The CONTRACTOR shall be responsible for the adequacy of all sheeting used and for all damage resulting from sheeting and bracing failure or from placing, maintaining and removing it.

### 3.03 REMOVAL OF WATER

- A. General: It is a basic requirement of these Specifications unless otherwise authorized per Article 3.09 that excavations shall be free from water before pipe or structures are installed.
- B. The CONTRACTOR shall provide pumps, and other appurtenant equipment necessary to remove and maintain water at such a level as to permit construction in a dry condition. The CONTRACTOR shall continue dewatering operations until backfilling has progressed to a sufficient depth over the pipe to prevent flotation or movement of the pipe in the trench or so that it is above the water table. If at any point during the dewatering operation it is determined that fine material is being removed from the excavation sidewalls, the dewatering operation shall be stopped. If any of the subgrade or underlying material is disturbed by movement of groundwater, surface water, or any other reason, it shall be replaced at the CONTRACTOR's expense with crushed stone or gravel.
- C. The CONTRACTOR shall use dewatering systems that include automatic starting devices, and standby pumps that will ensure continuous dewatering in the event of an outage of one or more pumps.
- D. Disposal: Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the Work completed or in progress, to the surface of the streets, cause any interference with the use of the same by the public, or cause pollution of any waterway or stream. The CONTRACTOR shall submit his proposed methods of handling trench water and locations at which the water will be disposed of to the ENGINEER for review and shall receive acceptance before starting the excavation. Disposal to any surface water body will require silt screens to prevent any degradation in the water body. The CONTRACTOR shall have responsibility for acquiring all necessary permits for disposal.

### 3.04 TRENCH STABILIZATION

- A. No claim for extras, or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes. In no event shall pipe be installed when such conditions exist and the CONTRACTOR shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the CITY before placing the pipe or structures.

### 3.05 PIPE BEDDING IN DRY TRENCHES

- A. Pipe trenches shall be excavated as described in Article 3.01. The resulting excavation shall be backfilled with acceptable pipe bedding material, up to the level of the centerline of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.
- B. Any over excavation below the levels required for installation of the pipe shall be backfilled with acceptable bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe, at the CONTRACTOR's expense.

### 3.06 BACKFILL

- A. The CONTRACTOR shall not backfill trenches until the piping has been inspected and tested in accordance with Section 15995, Pipeline Testing.
- B. Pipelines: Pipeline trenches shall be backfilled to a level 12 inches above the top of the pipe with select backfill. When placed in the dry, such material shall be placed in 9-inch layers, each compacted to the densities specified in Article 3.07. Only hand operated mechanical compacting equipment shall be used within six inches of the installed pipe.
- C. After the select backfill has been placed as specified above, and after all excess water has completely drained from the trench, general backfilling of the remainder of the trench may proceed. General backfill shall be placed in horizontal layers, the depth of which shall not exceed the ability of the compaction equipment employed, and in no event shall exceed a depth of 12 inches. Each layer shall be moistened, tamped, puddled, rolled or compacted to the densities specified in Article 3.07.
- D. Manholes and Vaults: Any excavation below the levels required for the proper construction of manholes or vaults shall be filled with Class B concrete. The use of earth, rock, sand or other materials for this purpose will not be permitted.

### 3.07 COMPACTION AND DENSITIES

- A. Compaction of backfill shall be 98 percent of the maximum density where the trench is located under structures or paved areas, and 95 percent of the maximum density elsewhere. Methods of control and testing of backfill construction are:
  - 1. Maximum density of the material in trenches shall be determined by ASTM D 1557.
  - 2. Field density of the backfill material in place shall be determined by ASTM D 1556 or D 2922.

- B. Density Test Locations for Pipelines: The compacted backfill/fill shall be tested for in-place density at the rate of one test location per 200 lineal feet (or fraction thereof) of trench, or as shown on the Drawings or as directed by the ENGINEER. The density tests shall be taken at the trench bottom and at each location in one foot intervals beginning from the top of the piping and ending at the final grade. At existing road or pavement crossings, a minimum of two (2) density tests per crossing per lift is required.
- C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured, at no additional cost to the CITY. The costs for retesting such Work shall be paid for by the CONTRACTOR.

### 3.08 ADDITIONAL EXCAVATION AND BACKFILL

- A. Where organic material, such as roots, muck, or other vegetable matter, or other material which, in the opinion of the ENGINEER, will result in unsatisfactory foundation conditions, is encountered below the level of the proposed pipe bedding material, it shall be removed to a depth of two feet below the outside bottom of the pipe or to a greater depths as directed by the ENGINEER and removed from the site. Sheet piling shall be installed if necessary to maintain pipe trenches within the limits identified by the ENGINEER. The resulting excavation shall be backfilled with suitable backfill material, placed in 12-inch layers, tamped and compacted up to the level of the bottom of the proposed pipe bedding material. Sufficient compaction of this material shall be performed to protect the proposed pipe against settlement. Lean concrete may be used in lieu of backfill when pipe installation is in the wet or at the CONTRACTOR's option. Construction shall then proceed in accordance with the provisions of Article 3.05.
- B. Additional excavation (more than two feet below the pipe) shall be performed when ordered by the ENGINEER. Where organic or other material is encountered in the excavation, the CONTRACTOR shall bring the condition to the attention of the ENGINEER and obtain his determination as to whether or not the material will require removal, prior to preparing the pipe bedding. The excavation of material up to a depth of two feet below the outside bottom incidental items of construction and the Work shall be done at no additional cost to the CITY. Where ordered by the ENGINEER, excavation greater than two feet below the pipe, backfill and additional sheet piling, will be compensated by the CITY.

### 3.09 ALTERNATE METHOD OF CONSTRUCTION

- A. Use of This Method: A combination of conditions in the substrate, water table, or method of disposal may be encountered during the course of the work which makes dewatering impossible. When such conditions are encountered, but only after all reasonable means (pumps, well points, etc.) to dewater the excavation have been employed without success, the CONTRACTOR, may request to employ the following Alternate Method of Construction. The concurrence of the ENGINEER shall be obtained in writing and shall limit the use of the alternate method of construction to such specific portions of the Work as the ENGINEER shall determine.
- B. The requirements set forth in other sections of these Specifications shall establish the required standards of construction quality for this work. Use of the alternate method of construction described hereinafter shall in no way be construed as relieving the CONTRACTOR of the work. No additional payment will be made to the CONTRACTOR for excavation, backfill, sheet piling or any cost incurred for Work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The prices established in the Proposal shall be for full payment for the various items of work.

- C. Subject to all the requirements stated herein, including written acceptance of the ENGINEER, construction will be permitted in accordance with the following specifications. All requirements of these Specifications shall apply to this construction unless otherwise specifically modified herein.
- D. Removal of Water: The installation of pipe and appurtenances under water will be permitted and the requirements of Article 3.03 will be waived.
- E. Excavation shall be performed in accordance with Article 3.01 to the specified limits. The excavation shall be completely cleaned of silt and other fines.
- F. Pipe Bedding: Pipe bedding shall be placed from the bottom of the excavation to six inches above the top of the pipe. The bedding material shall be screened gravel or crushed stone as specified in Article 2.01. Limerock screenings, sand or other fine organic material shall not be used.
- G. The bedding material shall be placed to the lower third of the pipe barrel and then be shaped to receive the pipe at the intended elevation. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting. After the pipe section is installed and tested if required, the remaining bedding shall be placed to the top of the pipe.
- H. Select backfill material shall be used to backfill from 6 inches above the top of the pipe to a level one foot above standing ground water. The lift shall then be compacted per Article 3.07. General backfill shall then be placed in 8-inch lifts and compacted per Article 3.07.
- I. If the Alternate Method of Construction is used, all backfill material, including specified pipe bedding material, shall be carefully lifted into the trench and not released to fall freely therein until the bucket or container is at or just above water level. Under no circumstances shall backfill material be dumped or pushed into the trenches containing water. Below water level, the bedding and backfill material shall be carefully rammed into place in uniform layers, of equal depth on each side of the pipe, up to one foot above the water level. Above the water level, backfill material shall be placed and compacted for normal backfill as previously specified.

### 3.10 RESTORATION OF EXISTING SURFACES

- A. Restore all grassed areas disturbed by the trenching operations by resodding in accordance with Section 02500.

- END OF SECTION -



## SECTION 02260

### FINISH GRADING

#### PART 1 -- GENERAL

##### 1.01 WORK INCLUDED

- A. The CONTRACTOR shall, under this Section, supply, place, compact and roll finish grade materials prior to landscaping work.
- B. Finish grade sub-soil.
- C. Cut out areas to receive stabilizing base course materials for paving and sidewalks.
- D. Place, finish grade and compact topsoil.

##### 1.02 RELATED WORK

- A. Site Grading.
- B. Excavation and Backfill for Structures.
- C. Sodding.

##### 1.03 PROTECTION

- A. The CONTRACTOR shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement, utility lines, and sprinkler system. Correct damage at no cost to the CITY.

#### PART 2 -- PRODUCTS

##### 2.01 MATERIALS

- A. Topsoil shall be friable loam free from subsoil, roots, grass, excessive amount of weeds, stones and foreign matter; acidity range (pH) of 5.5 to 7.5; containing a minimum of 4% and a maximum of 25% organic matter.

##### 2.02 CRUSHED STONE

- A. Crushed stone for general grading purposes shall be hard, durable, subangular particles of proper size and gradation, and shall be free from organic materials, wood, trash, sand, loam, chalk, excess fines and other deleterious materials. Maximum aggregate size shall be ¾ inches.

## PART 3 -- EXECUTION

### 3.01 SUBSOIL PREPARATION

- A. Rough grade subsoil systematically to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, etc., in excess of 2 inches in size. Remove sub-soil which has been contaminated with petroleum products.
- B. Cut out areas, to subgrade elevation, which are to receive stabilizing base for paving and sidewalks.
- C. Bring subsoil to required levels, profiles and contours. Make changes in grade gradual. Blend slopes in to level areas.
- D. Slope grade away from building minimum 4 inches in 10 feet (unless indicated otherwise on Drawings).

### 3.02 PLACING TOPSOIL

- A. Place topsoil in area where seeding, sodding and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
  - 1. 6-inches for seeded areas.
  - 2. 4 1/2-inches for sodded areas.
  - 3. 24-inches for shrub beds.
  - 4. 18-inches for flower beds.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of subgrade.
- D. Remove stones, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around trees, plants, buildings and other structures to prevent damage which may be caused by grading equipment.
- F. Lightly compact placed topsoil.

### 3.03 SURPLUS MATERIAL

- A. Remove surplus sub-soil and topsoil from site.
- B. Leave stockpile areas and entire job site clean and raked, ready to receive landscaping and or sodding.

- END OF SECTION -

## SECTION 02500

### SURFACE RESTORATION

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Items specified in this Section include repairs to landscaped and grassed areas that may be damaged or disturbed by CONTRACTOR activities.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Asphaltic concrete pavement.
- B. Site Grading

##### 1.03 SUBMITTALS

- A. The CONTRACTOR shall submit submittals for review in accordance with the Section 01300 - Submittals.

##### 1.04 DEFINITIONS

- A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

##### 1.05 PROTECTION OF EXISTING IMPROVEMENTS

- A. The CONTRACTOR shall be responsible for the protection of all pavements and other improvements within the work area. All damage to such improvements, as a result of the CONTRACTOR'S operations, beyond the limits of the work of pavement replacement shall be repaired by the CONTRACTOR at his expense.

##### 1.06 GUARANTEE

- A. The CONTRACTOR shall guarantee all trees, ground cover or shrubs planted or replanted under this Contract for a period of one year beyond acceptance of the project. In the event that any new tree, plant or shrub dies within the guarantee period, the CONTRACTOR shall be responsible for replacement in kind. In the event that a transplanted (reused) tree dies within the guarantee period, the CONTRACTOR shall be responsible for replacement in kind, except that the maximum height of any new tree shall be eight feet as measured from the ground surface, once planted, to the top of the tree.

#### PART 2 -- PRODUCTS

##### 2.01 REPLACEMENT TREES, GROUND COVER AND SHRUBS

- A. Replacement trees, ground cover and shrubs shall be of the same type and size and sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae.

## 2.02 MULCH

- A. Mulch shall be windproof shredded eucalyptus, mulch shall be clean, fresh, free of branches and other foreign matter. Mulch shall be used around all shrubs, ground covers and tree trunks, and placed to a minimum depth of 2 inches extending from the tree trunk outward two feet.

## 2.03 GRAVEL BEDS

- A. Filter Fabric: Filter fabric shall be nonwoven polyester material Trevia Type 1120 as manufactured by Hoechst Fibers Industries, or equal. Fabric weight shall be 6 ounces per square yard, puncture strength maximum 40 pounds, minimum Flux 240 gallons per minute per square foot. Fabric shall be installed in accordance with the manufacturer's recommendations, with precautions taken to avoid tearing the fabric. Fabric shall be laid in strips with a minimum overlap of one foot.
- B. Limerock: Limerock shall meet ASTM A57 standards and shall be prewashed. Maximum size shall be 3/4 inches. Limerock shall be carefully placed and spread on the fabric to a minimum depth of 6 inches. Final grades and locations shall be as designated on the Drawings.

## PART 3 -- EXECUTION

### 3.01 GRADING AND SODDING

- A. The CONTRACTOR shall regrade the work areas disturbed by his construction activities to the existing grade prior to commencement of construction.
- B. Sod shall be placed on all grassed areas disturbed by construction activities, unless otherwise indicated on the Drawings. Sodding shall be in accordance with Sections 575 and 981 of the DOT Specifications.
- C. Maintenance: Sufficient watering shall be done by the CONTRACTOR to maintain adequate moisture for optimum development of the sodded areas. Sodded areas shall receive no less than 1.5 inches of water per week.
- D. Repairs to Lawn Areas Disturbed by CONTRACTOR's Operations: Lawn areas damaged by CONTRACTOR's operations shall be repaired at once by proper sod bed preparation, fertilization and resodding, in accordance with these specifications. Regardless of the condition of the lawn area (weed content etc.) prior to the CONTRACTOR working in the area, all repairs shall be made with sod.

### 3.02 TREES, GROUND COVER AND SHRUBS

- A. Excavation and Plant Holes: Plant hole excavations shall be roughly cylindrical in shape, with the side approximately vertical. Plants shall be centered in the hole. Bottoms of the holes shall be loosened at least six inches deeper than the required depth of excavation.
- B. Holes for balled and burlaped plants shall be large enough to allow at least eight inches of backfill around the earth ball. For root balls over 18 inches in diameter, this dimension shall be

increased to 12 inches. Where excess material has been excavated from the plant hole, the excavated material shall be disposed of as and where directed by the ENGINEER.

- C. Setting of Plants: When lowered into the hole, the plant shall rest on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance. The CONTRACTOR, when setting plants in holes, shall make allowances for any anticipated settling of plants.
- D. Palms of the sabal species may be set deeper than the depth of their original growth, provided that the specified clear trunk height is attained.
- E. The backfill shall be made with planting mixture and shall be firmly rodded and watered-in, so that no air pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition for the duration of the Contract.
- F. Staking and Guying: Plants shall be staked in accordance with the following provisions:
  - 1. Small Trees: For trees and shrubs of less than one-inch caliper, the size of stakes and the method of tying shall be such as to rigidly support the staked plant against damage caused by wind action or other effects. Trees larger than one inch and smaller than one and one-half inch caliper shall be staked with a two-inch stake, set at least 24 inches in the ground and extending to the crown of the plant. The plant shall be firmly fastened to the stake with two strands of 14 gauge soft wire, enclosed in rubber hose, or other approved covering. The wire shall then be nailed or stapled to the stake to prevent slippage.
  - 2. Medium Trees: All trees, other than palm trees, larger than one and one-half inch caliper and smaller than two and one-half inch caliper shall be staked with two or more, two-inch by two-inch stakes, eight feet long, set two feet in the ground. The tree shall be midway between the stakes and held firmly in place by two strands of 12-gauge wire, applied as specified above for single stakes. The wires shall be tightened and kept tight by twisting.
  - 3. Large Trees: All trees, other than palm trees, larger than two and one-half inch caliper, shall be braced with three or more two-inch by four-inch wood braces, toenailed to cleats which are securely banded at two points to the palm, at a point at least six feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with two-inch by four-inch by 24-inch stake pads. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe is acceptable.
  - 4. Palm Trees: Palm trees shall be braced with three or more two-inch by four-inch wood braces, toenailed to cleats which are securely banded at two points to the palm, at a point at least six feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with two-inch by four-inch by 24-inch stake pads. In firm rock soils, Number 4 steel reinforcing rods or one-half inch pipe is acceptable.
- G. Pruning: All broken or damaged roots shall be cut off smoothly, and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive. All cut surfaces of one inch or more in diameter, above the ground, shall be treated with an approved commercial tree paint.

- H. Maintenance: Maintenance shall begin immediately after each plant is planted and shall continue until all work under this Contract has been completed and accepted by the CITY. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Settled plants shall be reset to proper grade position, planting saucer restored and dead material removed. Guys shall be tightened and repaired.
- I. Defective work shall be corrected as soon as possible after it becomes apparent. Upon completion of planting, the CONTRACTOR shall remove excess soil and debris, and repair any damage to structures, etc., resulting from planting operations.

### 3.03 GRAVEL BEDS

- A. Clean, grade and place geotextile prior to placing gravel in gravel beds.

- END OF SECTION -

## SECTION 02510

### ASPHALTIC CONCRETE PAVEMENT

#### PART 1 -- GENERAL

##### 1.01 SCOPE

- A. Construct asphaltic concrete pavement in accordance with the lines, grades and typical sections as indicated on the Drawings, specified herein and as required for a complete installation.

##### 1.02 SUBMITTALS

- A. The CONTRACTOR shall submit his proposed formulae for the asphaltic concrete paving for review in accordance with Section 01300 - Submittals.

##### 1.03 QUALITY CONTROL

- A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

#### PART 2 -- PRODUCTS

##### 2.01 MATERIALS

- A. Limerock Base: The limerock base shall consist of two courses of Miami Oolite limerock in accordance with Sections 200 and 911 of the DOT Specifications.
- B. Prime Coat: The material used for the prime coat shall be cut-back Asphalt Grade RC-70 conforming to Sections 300 and 916 of the DOT Specifications for prime to be used on Miami Oolite formation limerock.
- C. Asphaltic Concrete: The materials and construction of the asphaltic concrete patch and surface courses shall be Type S-1 Asphaltic Concrete conforming to Sections 330, 331, and 916 of the DOT Specifications.
- D. Reclaimed Asphalt: Reclaimed asphalt shall be utilized.
- E. Tack Coat: The material used for the tack coat shall be emulsified asphalt grade RS-2 conforming to DOT Sections 300 and 916.

#### PART 3 -- EXECUTION

##### 3.01 INSTALLATION

- A. Subgrade: Roadway subgrades shall be stabilized to the minimum depth shown on the Drawings to a Florida Bearing Value (F.B.V.) of not less than 75. Stabilizing shall be type C as defined in Section 160 of the DOT specifications. Stabilization may require the addition and thorough mixing in of crushed limerock, coarse limerock screenings, or any other stabilizing material acceptable to the ENGINEER. The stabilizing material shall be applied in such quantity

that, after mixing and blending, the subgrade will have a F.B.V. of not less than 75. Stabilizing material shall be mixed or blended in the subgrade material by plowing, scarifying, disking, harrowing, blading and mixing with rotary tillers until the mixed materials are of uniform bearing value throughout the width and depth of the layer being processed. The minimum acceptable density at any location will be 100 % of maximum dry density as determined by AASHTO T-180.

- B. At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the ENGINEER.
- C. Limerock Base: The limerock base shall be constructed in accordance with Section 200 of the DOT Specifications, to the thickness and width indicated on the Drawings. Pavement base shall be constructed in two lifts.
- D. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 6-inches.
- E. When the material does not have the proper moisture content to insure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. Wetting and drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98% of maximum dry density as determined by AASHTO T-180. Where the base is being constructed in more than one course, the density shall be obtained in each lift of the base.
- F. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.
- G. Unless otherwise directed by the ENGINEER, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.
- H. If cracks or checks appear in the base, either before or after priming, which in the opinion of the ENGINEER, would impair the structural efficiency of the base course, the CONTRACTOR shall remove such cracks or checks by reclarifying, reshaping, adding base material where necessary and recompacting, at no additional cost to the CITY.
- I. Mixing Base and Subgrade: If at any time the subgrade material shall become mixed with the base course material, the CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- J. Prime Coat: The prime coat shall be applied at a rate of 0.15 gallons per square yard and the work performed in accordance with Section 300 of the DOT Specifications.



- K. Asphaltic Concrete: The spreading, compacting and jointing the wearing surface shall be in accordance with Sections 330 and 333 of the DOT Specifications to the thickness indicated on the Drawings.
- L. Tack Coat: Apply tack coat at a rate between 0.02 and 0.10 gallons per square yard, and perform the Work in accordance with Section 300 of the DOT Specifications.

### 3.02 PAVEMENT REPAIR

- A. All damage to pavement as a result of work under this Contract shall be repaired in a manner satisfactory to the ENGINEER and at no additional cost to the CITY. The repair shall include the preparation of the subgrade, the placing and compacting of the limerock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.
- B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

- END OF SECTION -

## SECTION 02526

### CONCRETE PAVEMENT, CURB AND WALKWAYS

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. Concrete pavement, curbs and sidewalk shall be constructed to the lines and grades and dimensions required for a complete installation as shown on the Drawings and specified herein.

##### 1.02 SUBMITTALS

- A. Shop drawings for reinforcing, joint material and mix designs shall be submitted for review in accordance with the Section entitled "Submittals".

#### PART 2 -- PRODUCTS

##### 2.01 CONCRETE

- A. Concrete shall be Class B, conforming to the section entitled "Cast-in-place Concrete", unless noted or specified otherwise.

##### 2.02 REINFORCING AND WELDED WIRE FABRIC

- A. Joint reinforcing and welded wire fabric shall conform to the section entitled "Concrete Reinforcement".

##### 2.03 JOINT SEALER FOR PAVEMENT

- A. Joint sealer shall be a one or two part polysulfide base self leveling sealant for horizontal surfaces that has been developed for foot and vehicular traffic. The sealant shall conform to the requirements of the section entitled "Sealants and Caulking".

##### 2.04 PREFORMED JOINT FILLER

- A. Preformed joint filler shall be sponge rubber and conform to the requirements of AASHTO Designated M148, Type 1.

#### PART 3 -- EXECUTION

##### 3.01 SUBGRADE CONDITION

- A. The finished subgrade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the CONTRACTOR'S expense. The subgrade shall be moist at the time the concrete is placed. Water shall be uniformly applied ahead of the paving operations as directed by the ENGINEER. If the CONTRACTOR does not maintain the subgrade in the required moist condition, a vapor barrier sheet will be required between the subgrade and the concrete.
- B. The subgrade shall be accurately trimmed to the required elevation with a 1/4-inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material

and compacted to the specified density or filled with concrete integrally with the placing of the pavement.

### 3.02 SETTING FORMS

- A. The forms shall be accurately set to line and grade and such that they rest firmly, throughout their entire length, upon the compacted subgrade surface. Forms shall be joined neatly and tightly and braces to test the pressure of the concrete and the finishing operations. The alignment and grade of all forms shall be approved before and immediately prior to the placing of concrete.

### 3.03 MIXING CONCRETE

- A. Concrete shall be mixed in accordance with the Section entitled "Cast-in-place Concrete".

### 3.04 PLACING CONCRETE

- A. The concrete shall be distributed on the subgrade to such depth, that, when it is consolidated and finished, the slab thickness required by the Drawings will be obtained at all points and the surface will at no point be below the grade specified for the finished surface, after application of the allowable tolerance. The concrete shall be deposited on the subgrade in a manner which will require as little rehandling as possible.
- B. Fabric reinforcement shall be placed at mid slab depth, and the fabric shall be maintained at this location during the placing and finishing operations.
- C. Concrete shall be thoroughly consolidated against and along the faces of all forms, by means of hand-operated, spud-type vibrators. Vibrators shall not be permitted to come in contact with the subgrade or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.

### 3.05 STRIKING-OFF, CONSOLIDATING AND FINISHING CONCRETE

- A. Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished pavement conforming to the cross section, width and surface. Sequence of operations shall be as follows: strike-off; vibratory consolidation; screeding; floating; removal of laitance; straightedging; and final surface finish.

### 3.06 STRAIGHTEDGING AND SURFACE CORRECTIONS

- A. After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10 foot straightedge. The straightedge shall be furnished by the CONTRACTOR. The straightedge shall be held in successive positions parallel to the road center line, in contact with the surface, and the whole area tested from one side of the slab to the other as necessary. any depressions shall be immediately filled with freshly mixed concrete and struck-off; consolidated and refinished. High areas shall be cut down and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section.

### 3.07 FINAL FINISH

- A. As soon as the water sheen has disappeared from the surface of the pavement and just before the concrete becomes nonplastic, a light broom finish shall be given to the surface.

### 3.08 EDGING

- A. After the final finish has been applied, but before the concrete has become nonplastic, the edges of the pavement along each side of the strip being placed, on each side of construction joints and along any structure extending into the pavement, shall be carefully rounded to a 1/4 inch radius except as otherwise indicated. A well-defined and continuous radius shall be produced and a smoother, dense mortar finish obtained. All concrete shall be completely removed from the top of the joint filler.
- B. All joints shall be checked with a straightedge before the concrete has become nonplastic and, if one side of the joint is higher than the other or the entire joint is higher or lower than the adjacent slabs, corrections shall be made as necessary.

### 3.09 JOINTS

#### A. Construction Joints

- 1. Construction joints shall be located as shown on the Drawings and/or as directed by the ENGINEER.

#### B. Expansion Joints Around Structures

- 1. Expansion joints shall be formed by placing premolded expansion joint material about all structures and features projecting through, into or against the pavement. Unless otherwise indicated, such joints shall be 1/2 inch in width.

#### C. Transverse Expansion Joints

- 1. Open type transverse expansion joints shall be provided at all sidewalk returns and at 50 feet intervals and wherever indicated on the Drawings. Open type joints shall be formed by staking a 1/4 inch thick metal bulkhead in place and placing concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be opened and edged with a tool having a 1/2 inch radius. Transverse expansion joints shall be cleaned and filled with joint filler strips 1/4 inch thick conforming to the requirements of AASHTO M-153.

#### D. Scored Joints

- 1. Scored joints shall be either formed or sawed at 5 foot intervals and shall extend to a depth of at least one fourth of the sidewalk slab thickness.

### 3.10 CURING

- A. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete shall be covered and cured with membrane curing compound.
- B. Curing compound shall be uniformly applied to the surfaces to be cured, in a single coat, continuous film, at the rate of one gallon to not more than 200 square feet, by a mechanical sprayer.
- C. Curing compound shall not be applied during periods of rainfall. Curing compound shall not be applied to the inside faces of joints to be sealed. Should the film become damaged from any cause within the required curing period, the damaged portions shall be repaired immediately with additional compound. Upon removal of side forms, the sides of the slabs exposed shall immediately be coated to provide a curing treatment equal to that provided for the surface.

### 3.11 CURB AND SIDEWALK CONSTRUCTION

- A. The concrete curbs and sidewalks shall be constructed on a prepared smooth subgrade of uniform density. Large boulders and other obstructions shall be removed to a minimum depth of 6 inches below the finished subgrade elevation and the space shall be backfilled with sand, base course material or other suitable material which shall be thoroughly compacted by rolling or tamping. The CONTRACTOR shall furnish a template and shall thoroughly check the subgrade prior to depositing concrete.
- B. Concrete for curbs, and sidewalks shall be formed, mixed, placed and finished in conformance with the requirements of Division 3, except as modified herein. Concrete shall be cured with a clear membrane curing compound which shall be applied at a uniform rate of one gallon per 200 square feet in accordance with the requirements specified herein. Sidewalks shall be given a light broom finish.

### 3.12 CURBS

- A. Curbs shall be constructed in uniform sections ten feet in length except where shorter sections are necessary for closures or arcs. The sections shall be separated by sheet metal templates set perpendicular to the face and tip of the curve and not less than 2 inches longer than the depth of the curb. The templates shall be held firmly during the placing of the concrete and shall be allowed to remain in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.
- B. After the concrete has sufficiently set for a minimum of 12 hours, the CONTRACTOR shall remove the forms and backfill the spaces on each side. The earth shall be compacted in satisfactory manner without damage to the concrete Work. Minor defects shall be filled with a mortar composed of one part portland cement and two parts fine aggregate.

### 3.13 PAVEMENT CURB AND SIDEWALK REPAIR

- A. All damage to pavement, curb or sidewalk as a result of work under this Contract shall be repaired in a manner satisfactory to the ENGINEER and at no additional cost to the OWNER. The repair shall include all work as specified herein.

- B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement curb or sidewalk to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

- END OF SECTION -

## SECTION 02580

### PAVEMENT MARKING AND TRAFFIC SIGNS

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. This section consists of striping pavement, traffic signs and parking stall wheel stops as indicated on the Drawings, specified herein and as required for a complete installation.

##### 1.02 SUBMITTALS

- A. The CONTRACTOR shall submit shop drawings and other information to the ENGINEER for review in accordance with Section entitled "Submittals".
- B. The CONTRACTOR shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at its expense all signs that fail to meet this requirement.

##### 1.03 QUALITY CONTROL

- A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

#### PART 2 -- PRODUCTS

##### 2.01 PAVEMENT MARKING

- A. Paint for pavement strips shall be Sherwin-Williams or Tnemec traffic paint or equal.

#### PART 3 -- EXECUTION

##### 3.01 PAVEMENT MARKING

- A. The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the paint is applied. Any vegetation or soil shall be removed from the pavement before edge striping is begun.
- B. The traffic stripe shall be of the specified width, with clean, true edges and without sharp breaks in the alignment. A uniform coating of paint shall be obtained and the finished stripe shall contain no light spots or paint skips. Any stripes which do not have a uniform, satisfactory appearance, both day and night, shall be corrected.
- C. All newly painted stripes, including edge stripes, shall be protected until the paint is sufficiently dry to permit vehicles to cross the stripe without damage from the tires. While the center line

stripes are being painted, all traffic shall be routed away from the painting operations and the newly painted stripe. When necessary, a pilot car shall be used to protect the painting operations from traffic interference.

- D. Any portions of the stripes damaged by passing traffic or from other cause shall be repainted at the CONTRACTOR's expense.
- 1. Thermoplastic Traffic Stripes and Markings: Thermoplastic pavement markings, including stripes, pavement messages, stop bars, directional arrows, reflective pavement markers and other miscellaneous items, will be replaced as existed before the repair was made. The thermoplastic compound shall be as specified in Section 711 of the D.O.T. Specifications. The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres, when required, and upon cooling to ambient pavement temperature shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.
- E. The portion of the pavement surface or thermoplastic marking to which the marker is attached by the adhesive shall be cleaned of dirt, curing compound, grease, oil, moisture, loose or unsound pavement and any other material which would adversely affect the adhesive. Reflective markers shall be installed in such a manner that the reflective face of the marker is perpendicular to a line parallel to the roadway centerline. No markers shall be installed over longitudinal or transverse joints of the pavement surface. The adhesive shall be spread on the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered. The adhesive application shall be of sufficient thickness so that when the marker is pressed into the adhesive, excess adhesive shall be forced out around the entire perimeter of the marker. All excessive adhesive shall be removed from in front of the reflective faces, If any adhesive or foreign matter adheres to the reflective face of the marker, the marker shall be replaced. The ENGINEER shall determine the minimum time necessary to cure the adhesive for sufficient set to bear traffic.

- END OF SECTION -



## **Exhibit 1**

## EXCAVATION # 1

30" Taft St FM Cylinder Anomaly (Pure Reference  
Number 10240)  
~13 squared inches  
30% estimated wall loss  
Logitudinal Position- 7.5 ft from Upstream Station  
Circumferential Position- 315 degrees.  
26°01'28.3"N 80°13'19.0"W

Air Release Valve at Station 90+80 (SBR #4)





## General Excavation Parameters

*Illustrations are not drawn to scale and used for graphic representation only.*

### EXCAVATION # 1

30" Taft St FM Cylinder Anomaly (Pure Reference Number 10240)

~13 squared inches

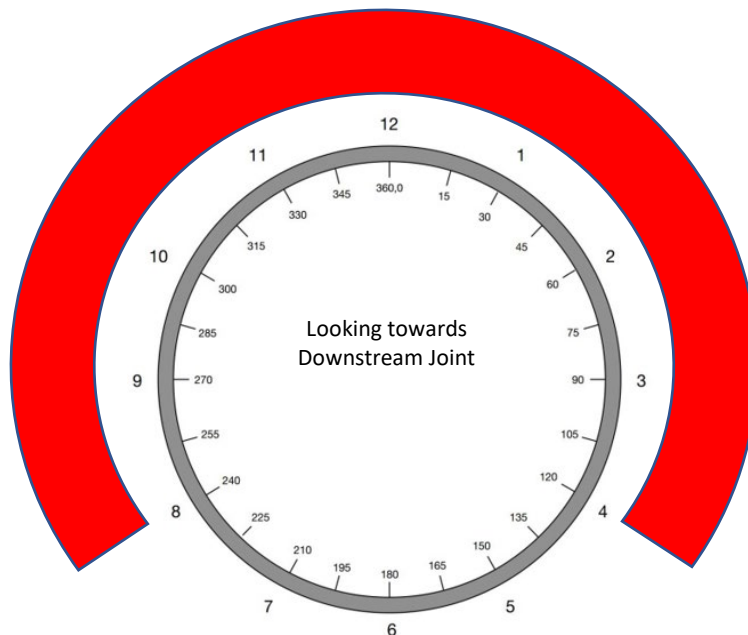
30% estimated wall loss

Longitudinal Position- 7.5 ft from Upstream Station

Circumferential Position- 315 degrees.

26°01'28.3"N 80°13'19.0"W

This anomaly is identified at the top half of pipe (spring line to crown). Therefore, Excavation # 1 should be done down to the crown of pipe at the GPS point. Excavation # 1 should then move horizontally to expose to both joints of the pipe. Excavation # 1 should only expose from the 8-o clock position to the 4-o clock position. The bedding under the pipe should not be disturbed since the full pipe length is being exposed. Excavation # 1 should also have 2-3 ft on either side of the springline for access for technicians and equipment to retrieve data.





## EXCAVATION # 2

30" Taft St FM Cylinder Anomaly (Pure Reference Number 10295)

~25 squared inches

30% estimated wall loss

Logitudinal Position- 6.5 ft from Upstream Station

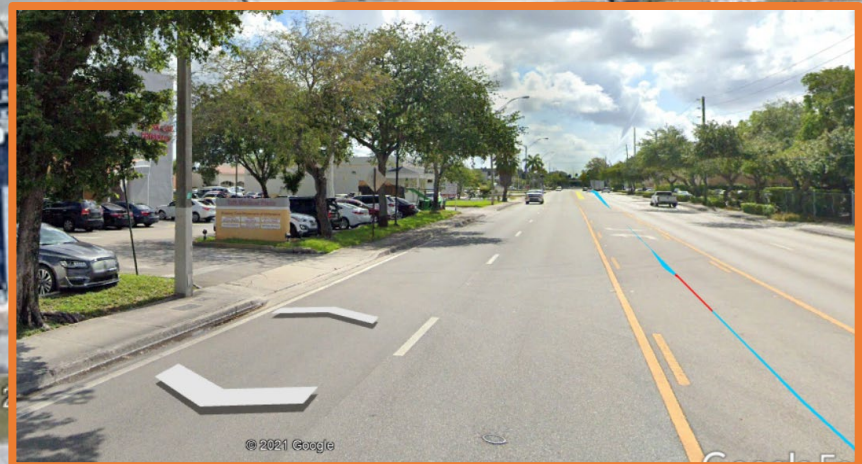
Circumferential Position- 210 degrees.

26°01'28.7"N 80°13'08.1"W

Air Release Valve at Station 90+80 (SBR #4)

Taft St

66th Ave





## EXCAVATION # 2

30" Taft St FM Cylinder Anomaly (Pure Reference Number 10295)

~25 squared inches

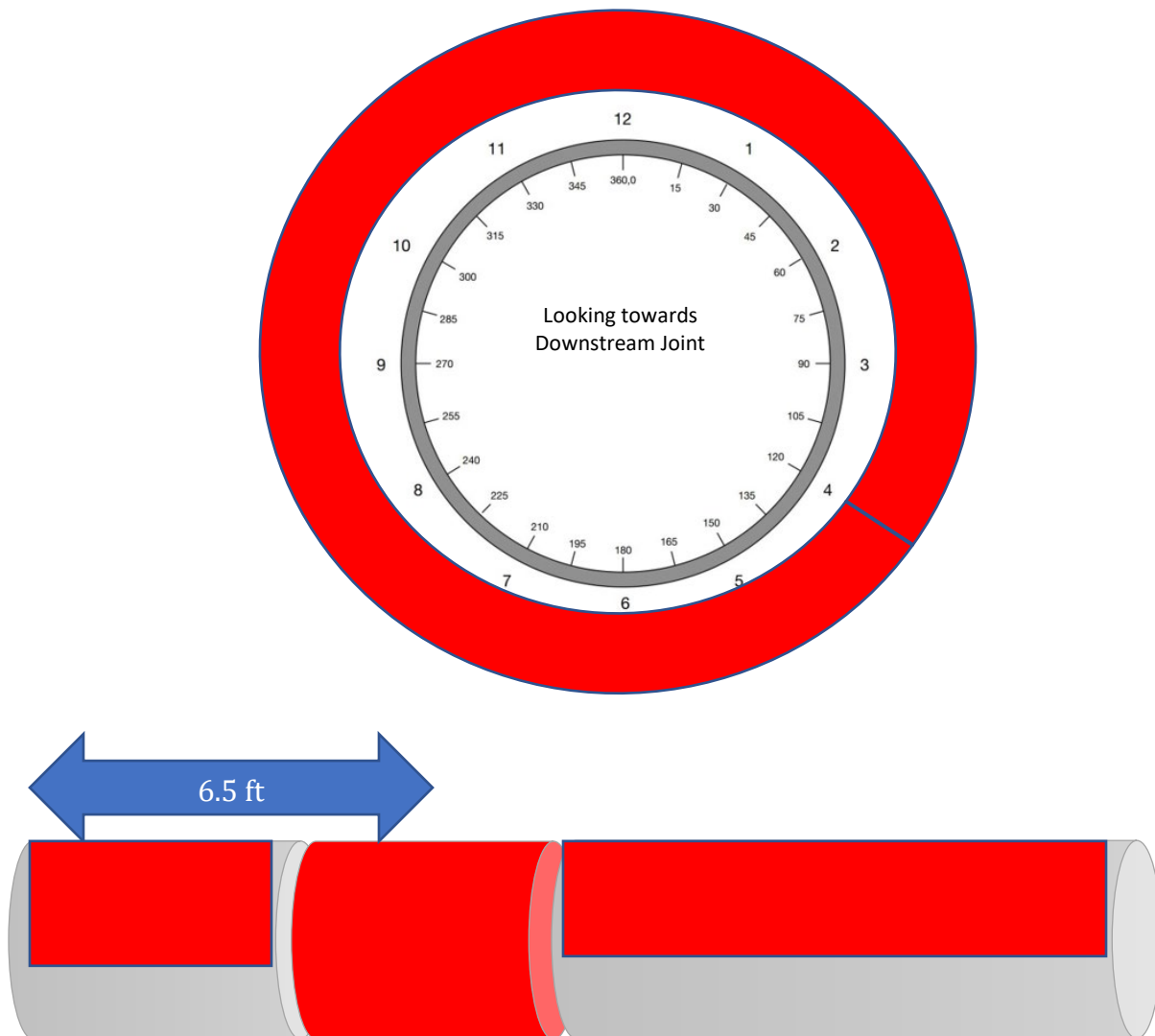
30% estimated wall loss

Longitudinal Position- 6.5 ft from Upstream Station

Circumferential Position- 210 degrees.

26°01'28.7"N 80°13'08.1"W

Excavation # 2 will require starting the excavation at the listed GPS point. Once the crown of pipe is found, the excavation should extend horizontally to both pipe joints exposing only the top of the full length of the pipe segment. The pipe is estimated to be 18 ft long. Once the upstream joint is identified, the technician will measure and mark 6.5 ft from the upstream joint. Excavation # 2 would then look to expose the pipe 360 degrees for 10 feet long.



Osceola Pkwy

Gas Pocket #3

Tap at Station 261+09 (SBR #7)

### EXCAVATION # 3

48" Taft St FM Gas Pocket 3

~30 feet

26°01'30.0"N 80°12'42.5"W

Center of Gas Pocket is 35 ft from SBR 7.







## EXCAVATION # 4

48" Taft St FM Cylinder Anomaly (Pure Reference Number 11527)  
~48 squared inches  
45% estimated wall loss  
Logitudinal Position- 14.5 ft from Upstream Station  
Circumferential Position- 180 degrees.  
26°01'31.0"N 80°10'52.7"W.

Soft-Dig at Station 165+50 (SBR #12)





## EXCAVATION # 4

48" Taft St FM Cylinder Anomaly (Pure Reference Number 11527)

~48 squared inches

45% estimated wall loss

Longitudinal Position- 14.5 ft from Upstream Station

Circumferential Position- 180 degrees.

26°01'31.0"N 80°10'52.7"W.

