



Invitation for Bids

IFB-039-23-JJ

**2023 DRAINAGE INFRASTRUCTURE IMPROVEMENTS
ECSD PROJECT NO. 11058**

**FOR THE
CITY OF HOLLYWOOD, FLORIDA (CITY)**

IFB Issue Date: January 19, 2023
Questions Due Date: February 15, 2023
Submittal Due Date: February 22, 2023, at 3 p.m. ET

CITY OF HOLLYWOOD
IFB 039-23-JJ
2023 DRAINAGE INFRASTRUCTURE IMPROVEMENT
ECSD PROJECT NO. 11058

TABLE OF CONTENTS

<u>SECTION I – INTRODUCTION</u> 1.1 Purpose 1.2 Pre-bid Conference 1.3 OpenGov 1.4 Point of Contact 1.5 Cone of Silence	<u>SECTION III – SCOPE OF SERVICES</u> 3.1 Project Description 3.2 Technical Specifications 3.3 Contractor Qualifications 3.4 Subcontractors 3.5 Deliverables and Objectives 3.6 Project Schedule / Timeline 3.7 Questions 3.8 Substantial Completion
<u>SECTION II – SPECIAL TERMS AND CONDITIONS</u> 2.1 Addenda, Changes, and Interpretations 2.2 Dimensions, Quantities and Subsurface Information 2.3 Trench Safety Form 2.4 Changes and Alterations 2.5 Bidder's Costs 2.6 Pricing/Delivery 2.7 Price Validity 2.8 No Exclusive Contract 2.9 Responsive 2.10 Responsible 2.11 Minimum Qualifications 2.12 Award of Contract 2.13 Execution Of Contract: 2.14 Failure To Execute Contract, Bid Guaranty Forfeited 2.15 Manufacturer/Brand/Model Request 2.16 Permits and Fees 2.17 Contract Security 2.18 Contract Period 2.19 Bid Guaranty 2.20 Warranties of Usage 2.21 Rules and Submittals of Bids 2.22 Tie Breaker 2.23 Conflict of Interests Prohibited 2.24 Protest Procedure 2.25 Insurance Requirements 2.26 Uncontrollable Circumstances (Force Majeure) 2.27 Supplier Portal (Oracle) Payment Method 2.28 Debarred or Suspended Bidders 2.29 Payment and Performance Bond 2.30 Public Records	<u>SECTION IV – GENERAL TERMS & CONDITIONS</u> <u>SECTION V – FORM(S)</u> Form 1 Submittal Checklist Form* Form 2 Acknowledgement and Signature Page Form 3 Bid Form* Form 4 Vendor Reference Form Form 5 Hold Harmless and Indemnity Clause Form 6 Non-Collusion Affidavit Form 7 Sworn Statement...Public Entity Crimes Form 8 Certifications Regarding Debarment... Form 9 Drug-Free Workplace Program Form 10 Solicitation, Giving, and Acceptance... Form 11 W-9 (Request for Taxpayer Identification) Form 12 Trench Safety Form* Form 13 N/A Form 14 List of Subcontractors Form 15 Information Required from Bidders Form 16 Proposal <u>SECTION VI – ATTACHMENTS/EXHIBITS</u> Attachment A – Contract Documents, Payment, and Performance Bond Attachment B – General Conditions Attachment C - Supplementary General Conditions Attachment D – Technical Specifications

SECTION I – INTRODUCTION

1.1 **Purpose**

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to provide as-needed construction services for drainage infrastructure improvements throughout the City of Hollywood, including but not limited to, furnishing all labor, tools, machinery, equipment, materials and necessary services as may be periodically required for the construction and installation of various storm water infrastructure for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by **February 22, 2023, by 3:00 PM EST**, and will be opened in a virtual public setting on **February 22, 2023, at 3:00 PM EST** at <https://opengov.com>.

Submittals shall be received electronically through OpenGov.

Submittals shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

1.2 **Pre-bid Conference and/or Site Visit (Mandatory)**

There will be a mandatory pre-bid conference scheduled for this solicitation. Attendance is required if the event is mandatory, and in the event that it is non-mandatory, it is strongly suggested that all Contractors attend the pre-bid conference and/or site visit to receive information that may be critical to their understanding of this solicitation.

The mandatory pre-bid conference will be held on
January 31, 2023, at 2:00 p.m.,
Southern Regional Wastewater Treatment Plant
1621 N. 14th Avenue
Hollywood, Florida 33021,
First Floor Conference Room.

Please keep in mind that site visits at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.3 **OpenGov**

The City of Hollywood uses OpenGov (<https://procurement.opengov.com/portal/hollywoodfl>) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Bidders inability to submit a bid by the bid end date and time for any reason, including issues arising from the use of OpenGov.

1.4 **Point of Contact**

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Jean Joinville, Senior Purchasing Agent at jjoinville@hollywoodfl.org or by phone at (954) 921-3290, or Staci Alli, Office Assistant I at salli@hollywoodfl.org or by phone at 954-921-3222. Such contact is to be for clarification purposes only.

All questions must be submitted in writing via OpenGov by **February 15, 2023, by 3:00 PM EST** in order to receive a response.

Project Manager: Raul Wainer, P.E., Department of Public Utilities, email: rwainer@hollywoodfl.org or by phone: (954) 921-3930.

For information concerning technical specifications, please utilize the question / answer feature provided by OpenGov at <https://procurement.opengov.com/portal/hollywoodfl>. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of OpenGov Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through OpenGov at <https://procurement.opengov.com/portal/hollywoodfl>.

1.5 Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and 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.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question / answer feature provided by OpenGov and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by OpenGov and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to OpenGov as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 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.

2.3 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.

2.4 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.5 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this solicitation.

2.6 Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in Section III.

2.7 Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Bidder.

2.8 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.9 Responsive

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.10 Responsible

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.11 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in Section III of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. Bidder must possess and be able to provide the City with any and all required Federal, State, County and/or municipal licenses, and occupational licenses. Bidder must be able to provide proof of valid licensing for all subcontractors and/or material suppliers hired by the contractor, if requested. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City.

2.12 Award of Contract (Multiple Awards)

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City.

The Contract will be awarded only to a Bidder, who in the opinion of the City, is fully qualified to undertake the work, quoting the lowest price, for that product/service that will best serve the needs of the City. 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.

The City reserves the right to make multiple awards for this contract. Awards may be made to a maximum of three (3) responsive, responsible Bidders and distributed by ranking. In the event the City exercises this right, three (3) selected lowest, responsive, responsible Bidders will be awarded Contracts as follows:

- First (1st) lowest, responsive, responsible Bidder – Primary
- Second (2nd) lowest responsive, responsible Bidder – Secondary
- Third (3rd) lowest responsive, responsible Bidder – Tertiary

The City is not obligated to make multiple awards.

The City will alternate the issuance of Work Orders / Purchase Orders between the three (3) awarded Contracts. City reserves the right to award more work orders to the most responsible and responsive Contractor.

Awarded Bidder (s) cannot decline projects in order to be assigned larger or more favorable projects. Contractor may be in breach of contract for non-performance or City may elect to not renew the contract for Contractor's failure to accept Work.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

The City, in all solicitations or advertisements for purchasing of goods, supplies, materials, equipment and services, will receive consideration from qualified businesses without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.13 Execution Of Contract

The Bidder (s) 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.

2.14 Failure To Execute Contract, Bid Guaranty Forfeited

Should the Bidder (s) to whom the Contract has been awarded refuse or fail to complete the requirements of Section 2.13 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. 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.

2.15 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in Form 3 or Attachment D, – Technical Specifications.

2.16 Permits and Fees Refer to Attachment D – Technical Specifications (Section 01025 Basis of Payment).

2.17 Contract Security

When the awarded bidder (s) delivers the executed contract to the City, it must be accompanied by the required bonds.

2.18 Contract Period

The initial contract term shall commence upon date of award by the City for a two (2) year term. The City reserves the right to renew the contract for two (2) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect

when this extension clause is invoked by the City.

2.19 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 5% of the Bid is required for this project.

2.20 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.21 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.22 Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order): (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087, (2) local Hollywood vendor preference, (3) closest proximity/location to project site or City Hall, and/or (4) minority-owned or disadvantaged business status. If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

2.23 Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

2.24 Protest Procedure

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's [Procurement Code](#) or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with [Section 38.52](#) of the City's [Procurement Code](#) within five days after a notice of intent to award is posted on the City's web site, OPENGOV, City Clerk's Office, Open Government, and/or City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

2.25 Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

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.

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.

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.

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.

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.

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-VI, as assigned by the A.M. Best Company.

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.

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.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured in the general liability and auto liability policies.

2.26 Uncontrollable Circumstances (Force Majeure)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental

authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.26.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.26.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

2.26.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.26.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.27 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

2.28 Debarred or Suspended Bidders

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

2.29 Payment and Performance Bond

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

2.30 Public Records

A. Public Records/Trade Secrets/Copyright:

All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

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

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

B. PUBLIC RECORDS GENERAL

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Consultant shall:

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

and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 **Project Description**

Work under this Contract consists of furnishing all labor, tools, materials, supplies, machinery, essential communications, equipment, transportation, services and incidentals required for various as-needed stormwater drainage infrastructure improvements services, including repair and installation of catch basins, storm water manholes, piping, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and appurtenances within the City of Hollywood, as well as any collateral damages, including but not limited to, pavement restoration, sod restoration and related restoration services in a competent, timely and professional manner. All Work shall be completed in compliance with the solicitation documents and all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration of the U.S. Department of Labor (OSHA), including all costs of permits and cost of regulatory compliance.

3.2 **Technical Specifications**

Refer to Appendix D.

3.3 **Contractor Qualifications**

The contract will be awarded only to responsive/responsible contractors qualified by experience to do the Work specified. The bidder shall submit, prior to award of contract, satisfactory evidence of his/her experience in like work and that he/she is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated. In addition to the above, the Contractor shall satisfy the following criteria:

- A. The Bidder shall have extensive experience with underground infrastructure replacement, specifically storm water pipe, structure, pavement restoration, concrete work, tidal wave installation and landscape installation and removal.
- B. Bidder shall submit proof of having successfully completed a minimum of three (3) relevant projects demonstrating experience with stormwater infrastructure work with a construction budget of \$800,000 (or larger). These projects shall have been performed within the past ten (10) years from the date of the Invitation to Bid.
- C. Provide at least three (3) verifiable references for projects similar in size and scope or types of work as listed in this solicitation using the attached vendor reference form.

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

- D. Shall be fully qualified and holds the Federal, State, County and/or municipal licenses, including but not limited to certificates of competency and occupational licenses to perform the scope of work described in the solicitation.
- E. Be properly licensed to perform work as a General Contractor in the State of Florida, Broward County, and the City of Hollywood.
- F. Possession of Underground Contractor's licenses is required for this Project.
- G. Have been licensed General Contractor in the State of Florida and Broward County under the present name of the organization for previous ten (10) years (minimum).
- H. City is seeking Contractors who could be available on an emergency basis.

Contractor must demonstrate that they own the appropriate equipment and have staff to perform the Work.

Form 15 – Information Required from Bidders, shall be completed fully and accurately by the Contractor and submitted with the bid. Information included on the questionnaire will be used in evaluating the qualifications of the Contractor. The City reserves the right to request additional information not identified on the questionnaire.

3.4 Subcontractors

For the City to be assured that only competent and qualified subcontractors will be employed on this project, each Bidder shall submit in the bid a list of the subcontractors performing work on this project. This subcontractors list shall include each firm's name, address, telephone number, contact person and work to be performed. Subcontractors shall be properly registered or licensed with the State of Florida, Broward County and the City of Hollywood. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially, or has previously performed work which the City believes to be unsatisfactory. No change may be made to this list of subcontractors by the Contractor, before or after contract award, without the express written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no attendant increase in the base lump sum bid amount, adjustment of contract time or alteration of the bid documents. Such qualifications will be due within ten (10) days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the bid. In this event, the bid bond shall be returned to Contractor without claim by the City and with forfeiture of all claim rights by the Contractor.

3.5 Deliverables and Objectives

Refer to Attachment B General Conditions, Attachment C Supplementary General Conditions, Attachment D Technical Specifications. There are no drawing plans for this Project.

3.6 Project Schedule / Timeline

Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule.

3.7 Questions

Refer to Form 15, Information Required from Bidders.

3.8 Substantial Completion

Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule.

END OF SECTION

SECTION IV – GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the City's internet site along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 BIDDER'S RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS/PROPOSALS

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Each bidder, by making a bid/proposal, represents that this document has been read and is fully understood.

Bids/proposals will be prepared in accordance with the following:

- A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the bid/proposal form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Bidders are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES (As Applicable)

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendum, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS/PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject, in whole or in part, the bid/proposal of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid/proposal is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

The City may reject a bid/proposal if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if

- B. The Bidder misstates or conceals any material fact in the bid/proposal, or if
- C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if
- D. The City is under a pre- lawsuit claim or current litigation with the Bidder.

Additionally, any one of the following causes (not limited to) may be considered as sufficient justification to disqualify a Bidder and reject his/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 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. 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

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in herein.

1.7 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.
- B. Bids may be withdrawn prior to the time set for the SOLICITATION opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages and the bid deposit furnished by any Bidder who requests to withdraw a bid after the SOLICITATION opening.

1.8 BIDS TO REMAIN OPEN

All bids shall remain open for 180 calendar days after the day of the bid opening, but the City may, at its sole discretion, release any bid and return the bid Security prior to that date.

Extensions of time when bids shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Bidder and the surety, if any, for the successful Bidder.

1.9 LATE BIDS OR MODIFICATIONS

Only bids received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.12 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any bidder for any costs or expense incurred in connection with this SOLICITATION or otherwise.

1.13 QUALIFICATIONS OF BIDDERS

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Bidder's qualifications.

1.14 CONSIDERATION OF BIDS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid of an "equal" will be considered, provided that the Vendor states in his bid exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the three (3) responsible and responsive Bidders whom the City determines will be in the best interests of the City. The City reserves the right to make multiple awards for this contract. Awards may be made to a maximum of three (3) responsive, responsible Bidders. The Bidders to whom award is made shall execute a written contract prior to award by the City Commission. If one of the Bidders to whom the first award is made fails to enter into a contract as herein provided, the Contract may be awarded to the next lowest bid Bidder who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified bidder based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid all information outlined herein may be cause for rejection of the bid.

The City reserves the right to accept or reject any and all bids, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to each awarded bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Bidder's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 REQUIREMENTS FOR SIGNING BIDS/PROPOSALS

Requirements for Signing Bid/Proposal:

- A. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal. In cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.
- B. Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- C. Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All manual signatures must have the name typed directly under the line of the signature
- E. The above requirements apply to all SOLICITATION addenda.

1.21 EXAMINATION OF BID DOCUMENTS

Before submitting a bid, each Bidder must: examine the bid Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Bidder's observations with the bid Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Bidder, that the Bidder has complied with every requirement of this SOLICITATION, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Bidder is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a bidders' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

1.23 INFORMATION

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the Section 1.4. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via OpenGov at least 10 calendar days prior to the bid/proposal due/opening date.**

1.24 N/A – INTENTIONALLY OMITTED

1.25 MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid will not prejudice the rights of a Bidder to submit a new bid prior to the bid date and time. Except where provided in the following paragraph no bid may be withdrawn or modified after expiration of the period for receiving bids.

If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid, or that the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident, then the Bidder may withdraw its bid and the bid Security will be returned.

1.26 N/A – INTENTIONALLY OMITTED

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to

comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Bidder.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Bidder shall allow the City to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Bidder shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a bidder commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Bidder certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Bidder is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and sub bidder are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of such bid which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the bids of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

The Bidder and all sub bidders will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful bidder may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

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

1.36 DRUG-FREE WORKPLACE PROGRAM

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

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidder shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid being declared non-responsive; provided, however, that a responsible Bidder whose bid would be responsive but for the failure to submit the signed form in its bid may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Bidder represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Bidder in this Agreement. This Agreement is entered into by the Bidder without any connection with any other entity or person making a bid Bidder for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Bidder or to the best of the Bidder's knowledge, any sub bidder or supplier to the Bidder.

Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Bidder shall promptly bring such information to the attention of the City's ENGINEER. The Bidder shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Bidder receives from the ENGINEER in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a bidder, supplier, sub bidder, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's bid that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid for the City's purposes, in accordance with State Law. Vendor bids shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Bidder and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Bidder warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Bidder shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Bidder, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Bidder shall have the obligation, at the City's option, to (i) modify, or require that the applicable sub bidder or supplier modify, the alleged infringing item(s) at the Bidder's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Bidder's expense, the rights provided under this Agreement to use the item(s).

The Bidder shall be solely responsible for determining and informing the City whether a prospective supplier or sub bidder is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Bidder shall enter into agreements with all suppliers and sub bidder at the Bidder's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Bidder shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bid that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any bidder for any costs or expense incurred in connection with this bid or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 BID PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her sub bidders in responding to this solicitation.

1.53 DESIGN COSTS (N/A)

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's ENGINEER.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S ENGINEER

The Bidder hereby acknowledges that the City's ENGINEER will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the ENGINEER, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the ENGINEER's determination or order. Where orders are given orally, they will be issued in writing by the ENGINEER as soon thereafter as is practicable.

The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the ENGINEER. In the event that the ENGINEER and the Bidder are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the ENGINEER or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Bidder's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, the Bidder reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Bidder, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Bidder fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Bidder.

1.60 SUBCONTRACTUAL RELATIONS

If the Bidder will cause any part of this Agreement to be performed by a sub bidder, the provisions of this Contract will apply to such sub bidder and its officers, agents and employees in all respects as if it and they were employees of the Bidder; and the Bidder will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the sub bidder, its officers, agents, and employees, as if they were employees of the Bidder. The services performed by the sub bidder will be subject to the provisions hereof as if performed directly by the Bidder.

The Bidder, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed sub bidder, the portion of the services which the sub bidder is to do, the place of business of such sub bidder, and such other information as the City may require. The City will have the right to require the Bidder not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Bidder will inform the sub bidder fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub bidder will strictly comply with the requirements of this Contract.

In order to qualify as a sub bidder satisfactory to the City, in addition to the other requirements herein provided, the sub bidder must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the sub bidder must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Bidder's obligations under this Agreement. All sub bidder are required to protect the confidentiality of the City and City's proprietary and confidential information. The Bidder shall furnish to the City copies of all subcontracts between the Bidder and sub bidder and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the sub bidder of its obligations under the subcontract, in the event the City finds the Bidder in breach of its obligations, and the option to pay the sub bidder directly for the performance by such sub bidder. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any sub bidder hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY BIDDER TO SUB BIDDER AND MATERIAL SUPPLIERS; PENALTY:

When a Bidder receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the bidder shall pay such moneys received to each sub bidder and material supplier in proportion to the percentage of work completed by each sub bidder and material supplier at the time of receipt. If the Bidder receives less than full payment, then the bidder shall be required to disburse only the funds received on a pro rata basis to the sub bidder and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the bidder without reasonable cause fails to make payments required by this section to sub bidder and material suppliers within fifteen (15) working days after the receipt by the Bidder of full or partial payment, the bidder shall pay to the sub bidder and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the sub bidder or material supplier whose work has been

completed, even if the prime contract has not been completed. The Bidder shall include the above obligation in each subcontract it signs with a sub bidder or material supplier.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Bidder may be subject to debarment for failure to perform and any other reasons related to the Bidder's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Bidder and in such event:

The Bidder shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Bidder will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Bidder. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Bidder has not delivered deliverables on a timely basis;
2. The Bidder has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Bidder has failed to make prompt payment to sub bidder or suppliers for any services;

4. The Bidder has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Bidder 's creditors, or the Bidder has taken advantage of any insolvency statute or debtor/creditor law or if the Bidder 's affairs have been put in the hands of a receiver;
5. The Bidder has failed to obtain the approval of the City where required by this Agreement;
6. The Bidder has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Bidder has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Bidder's ability to perform the services or any portion thereof, the City may request that the Bidder, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Bidder's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Bidder for portions of the services which the Bidder has not performed. In the event that the Bidder fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Bidder shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Bidder shall also remain liable for any liabilities and claims related to the Bidder's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Bidder has with the City, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidders, which are signed by a person designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of the Bidder.

1.68 E-VERIFY

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Bidder during the Agreement term. The Bidder is also responsible for e-verifying its bidders, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Bidder acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS (As Applicable)

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Bidder a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Bidder.

1.71 OSHA STANDARDS

Bidder acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

END OF SECTION



City of Hollywood
Procurement Services
Steve Stewart, Chief Procurement Officer
2600 Hollywood Boulevard, Hollywood, FL 33020

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
[2023 Drainage Infrastructure Improvements](#)
RESPONSE DEADLINE: February 22, 2023 at 3:00 pm
Report Generated: Thursday, March 2, 2023

Southeastern Engineering Contractors, Inc. Proposal

CONTACT INFORMATION

Company:

Southeastern Engineering Contractors, Inc.

Email:

jc@southeasterneng.com

Contact:

Eduardo Dominguez

Address:

911 NW 209th Ave
Suite 101
Pembroke Pines, FL 33029

Phone:

(305) 557-4226

Website:

N/A

Submission Date:

Feb 22, 2023 2:19 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 16, 2023 8:54 AM by Eduardo Dominguez

Addendum #2

Confirmed Feb 16, 2023 8:54 AM by Eduardo Dominguez

QUESTIONNAIRE

1. SUBMITTAL CHECKLIST CONFIRMATION*

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be consider responsive and responsible. Please confirm this submittal includes the following items in this checklist

A. Forms and Certifications (Completed)

1. This Submittal Checklist Confirmation
2. Information Required from Bidders
3. Bid Form (see [#PRICING \(BID FORM\)](#))
4. Vendor Reference Form*
5. Hold Harmless and Indemnity Clause
6. Non-Collusion Statement
7. Sworn Statement...Public Entity Crimes
8. Certifications Regarding Debarment
9. Drug-Free Workplace Program
10. Solicitation, Giving, and Acceptance

11. W-9 (Request for Taxpayer Identification)
12. Trench Safety Form
13. Bid Guaranty Form
14. List of Subcontractors
15. Certificate(s) of insurance that meet the requirements of the [#SPECIAL TERM AND CONDITIONS](#) section.
16. Proof of State of Florida Sunbiz Registration
17. Acknowledgement and Signature Questionnaire
18. Proposal Form

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

Confirmed

2. 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.

- A. Contractor's License (attach copy):
 1. Primary Classification:
 2. Broward County License Number (attach copy):
- B. Number of years as a Contractor in construction work of the type involved in this Contract:
- C. List the names and titles of all officers of Contractor's firm:
- D. Name of person who inspected site or proposed work for your firm:

1. Name:
2. Date of Inspection:
- E. What is the last project of this nature you have completed?
- F. Have you ever failed to complete work awarded to you; if so, where and why?
- G. Name three individuals or corporations for which you have performed work and to which you refer:
- H. 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).
 1. Name of Project
 2. City
 3. Total Contract Value
 4. Contracted Date of Completion
 5. % Completion to Date
- I. What equipment do you own that is available for the work?
- J. What equipment will you purchase for the proposed work?
- K. List at least three (3) similar projects completed within the last ten (10) years by the bidder and the proposed project manager. For purposes of this requirement, 'similar' projects shall be considered to include projects of similar size and scope as outlined in the Scope of Work/Services section. Include owner, project value, completion date, reference contact information, and brief project description. The determination of whether a project is sufficiently similar shall be at the sole discretion of the City and the Engineer.
- L. Name the Project Manager proposed for this project. Attach a copy of the project manager's resume.
- M. Information and/or documentation that addresses and/or meets the requirements outlined in the Scope of Work/Services section, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.

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.

Form_15.pdfForm_5.pdfForm_6.pdf

3. PRICING (BID FORM)*

I understand that I shall insert my pricing electronically in the [#PRICING \(BID FORM\)](#) section.

Confirmed

4. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload.

- [Vendor Reference Form.pdf](#)

Form_4.pdf

5. HOLD HARMLESS AND INDEMNITY CLAUSE*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Confirmed

6. NON-COLLUSION STATEMENT*

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.

- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

7. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES*

Please download the below documents, complete, and upload.

- [Sworn Statement Public Enti...](#)

Form_7.pdfForm_8.pdf

8. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Confirmed

9. DRUG-FREE WORKPLACE PROGRAM*

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

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

Confirmed

10. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,

- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Confirmed

11. W9 FORM*

Please download the below documents, complete, and upload.

- [Form 11 - W-9.pdf](#)

Form_11.pdf

12. TRENCH SAFETY*

Please download the below documents, complete, and upload.

- [Form 12 - Trench Safety For...](#)

Form_12.pdf

13. BID GUARANTY FORM N/A

Not Applicable

- [Form 13 - Bid Guaranty Form...](#)

Form_13_Bid_Bond.pdf

14. LIST OF SUBCONTRACTORS*

Please download the below documents, complete, and upload.

- [Form 14 - List of Subcontra...](#)

Form_14.pdf

15. Certificate of Insurance*

See requirements in the [#SPECIAL TERM AND CONDITIONS](#) section.

Certificate_of_Insurance.pdf

16. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

59-2425850

[Click to Verify](#) *Value will be copied to clipboard*

17. ACKNOWLEDGMENT AND SIGNATURE PAGE

IF CORPORATION - DATE INCORPORATED/ORGANIZED:*

June 1984

STATE INCORPORATED/ORGANIZED:*

Florida

REMITTANCE ADDRESS*

911 NW 209th Ave, Suite 101
Pembroke Pines, FL 33029

BIDDER/PROPOSER'S AUTHORIZED REPRESENTATIVE'S TYPED FULL NAME*

Eduardo Dominguez

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*

Confirmed

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.*

Confirmed

PROPOSAL FORM*

Please download the below documents, complete, and upload.

- [Proposal Form.docx](#)

Form_2.pdfForm_9.pdfForm_10.pdfForm_16.pdfSunbiz_Registration.pdfForm_1.pdf

PRICE TABLES

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization for On-call Routine Task Order ($\leq$ \$50,000) Not to Exceed 7% of Task Order	5	EA	\$3,500.00	\$17,500.00
2	Mobilization for On-call Routine Task Order ($>$ \$50,000 to \$100,000) Not to Exceed 6% of Task Order	10	EA	\$4,500.00	\$45,000.00
3	Mobilization for On-call Routine Task Order ($>$ \$100,000 to \$400,000) Not to Exceed 5% of Task Order	10	EA	\$12,500.00	\$125,000.00
4	Mobilization for On-call Routine Task Order ($\geq$ \$400,000) Not to Exceed 4% of Task Order	5	EA	\$16,000.00	\$80,000.00
5	Expedited Mobilization (within 24 hours of request) ($<$ \$100,000) Not to Exceed 8% of Task Order	5	EA	\$8,000.00	\$40,000.00
6	Expedited Mobilization (within 24 hours of request) ($\geq$ \$100,000) Not to Exceed 6% of Task Order	5	EA	\$18,000.00	\$90,000.00
7	Traffic Control Officer (FDOT Pay Item No. 102-14)	100	HR	\$71.50	\$7,150.00
8	F&I Work Zone Sign (FDOT Pay Item No. 102-60)	1,500	DAY	\$2.00	\$3,000.00
9	F&I Temporary Barrier (formerly "Temporary Barrier Wall"), Low Profile, Concrete (FDOT Pay Item No.102-71-13)	1,000	LF	\$9.10	\$9,100.00
10	F&I Temporary Barrier (formerly "Temporary Barrier Wall"), Anchored (FDOT Pay Item No.102-71-15)	1,000	LF	\$20.80	\$20,800.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	F&I Channelizing Device, Types I, II, DI, VP, Drum, or LCD (FDOT Pay Item No. 102-74-1)	2,500	DAY	\$2.00	\$5,000.00
12	F&I Type III Barricade (FDOT Pay Item NO 102-115)	500	DAY	\$2.60	\$1,300.00
13	F&I Arrow Board/Advance Warning Arrow Panel (FDOT Pay Item No. 102-76)	50	DAY	\$26.00	\$1,300.00
14	Temporary Raised/Retroreflective Pavement Marker, Type D (FDOT Pay Item No. 102-78-1)	50	EA	\$6.50	\$325.00
15	F&I Temporary Portable Changeable Message Sign (FDOT Pay Item No. 102-99)	50	DAY	\$32.50	\$1,625.00
16	F&I Portable Regulatory Sign (FDOT Pay Item No. 102-150-1)	25	DAY	\$65.00	\$1,625.00
17	Sediment Barrier (Silt Fence) (FDOT Pay Item No. 104-10-3)	1,000	LF	\$2.60	\$2,600.00
18	Sediment Basin /Containment System for Dewatering (FDOT Pay Item No. 104-7)	100	DAY	\$156.00	\$15,600.00
19	Floating Turbidity Barrier (FDOT Pay Item No. 104-11)	1,500	LF	\$9.10	\$13,650.00
20	Soil Tracking Prevention Device (FDOT Pay Item No. 104-15)	50	EA	\$2,600.00	\$130,000.00
21	Inlet Protection (FDOT Pay Item No. 104-18)	500	EA	\$32.50	\$16,250.00
22	Regular Excavation (FDOT Pay Item No. 120-1)	1,200	CY	\$15.60	\$18,720.00
23	Embankment (FDOT Pay Item No. 120-6)	500	CY	\$22.10	\$11,050.00
24	Flowable Fill (FDOT Pay Item No. 121-70)	150	CY	\$260.00	\$39,000.00
25	Select Bedding Material (FDOT Pay Item No. 125-3)	50	CY	\$91.00	\$4,550.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
26	F&I Fill Sand (FDOT Pay Item No. 142-70)	50	CY	\$169.00	\$8,450.00
27	Geosynthetic Reinforced Soil Slope (FDOT Pay Item No. 145-1)	2,500	SF	\$1.30	\$3,250.00
28	Painted Pavement Markings, Standard, White, Yellow or Blue, Solid, 6-inches (FDOT Pay Item No. 710-11-101, 710-11-201, OR 710-11-421)	500	LF	\$2.00	\$1,000.00
29	Painted Pavement Markings, Standard, White or Yellow, Solid for Crosswalk and Roundabout, 12-inches (FDOT Pay Item No. 710-11-123)	100	LF	\$3.90	\$390.00
30	Raised Pavement Markers, Type B (FDOT Pay Item No. 706-1-3)	100	EA	\$5.20	\$520.00
31	Painted Pavement Markings, Standard, White, Solid for Stop Line or Crosswalk (FDOT Pay Item No. 710-11-125)	100	LF	\$5.90	\$590.00
32	Painted Pavement Markings, Standard, White or Yellow Skip, 10-30 or 3-9 Skip, 6-inches (FDOT Pay Item No. 710-11-131 OR 710-11-231)	100	LF	\$2.00	\$200.00
33	Painted Pavement Markings, Standard, White or Yellow, Island Nose (FDOT Pay Item No. 710-11-190 OR 710-11-290)	100	SF	\$3.30	\$330.00
34	Thermoplastic Pavement Markings, Standard, White or Yellow, Solid, 6-inches (FDOT Pay Item No. 711-1A-BCD)	500	LF	\$3.30	\$1,650.00
35	Thermoplastic Pavement Markings, Standard, White, Solid, 12-inches for Crosswalk and Roundabout (FDOT Pay Item No. 711-11-123)	100	LF	\$6.50	\$650.00
36	Thermoplastic Pavement Markings, Standard, White, Solid, 24-inches for Stopline and Crosswalk (FDOT Pay Item No. 711-11-125)	100	LF	\$7.80	\$780.00
37	Thermoplastic, Remove Existing Thermoplastic Pavement Markings- Surface To Remain (FDOT Pay Item No. 711-17-1)	500	SF	\$10.40	\$5,200.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
38	Removal of Existing Concrete Pavement (FDOT Pay Item No.110-4-10)	1,500	SY	\$19.50	\$29,250.00
39	Utility Pipe, Remove & Dispose, 5-7.9 Inches (FDOT Pay Item No. 1050-16-003)	1,000	LF	\$3.90	\$3,900.00
40	Utility Pipe, Remove & Dispose, 8-19.9 Inches (FDOT Pay Item No. 1050-16-004)	2,500	LF	\$15.60	\$39,000.00
41	Utility Pipe, Remove & Dispose, 20-49.9 Inches (FDOT Pay Item No.1050-16-005)	500	LF	\$32.50	\$16,250.00
42	Utility Pipe, Remove & Dispose, 50 Inches or Larger (FDOT Pay Item No. 1050-16-006)	100	LF	\$71.50	\$7,150.00
43	Utility Pipe, Plug and Place Out of Service, 5-7.9 Inches (FDOT Pay Item No. 1050-18-003)	100	LF	\$13.00	\$1,300.00
44	Utility Pipe, Plug and Place Out of Service, 8-19.9 Inches (FDOT Pay Item No. 1050-18-004)	300	LF	\$26.00	\$7,800.00
45	Utility Pipe, Plug and Place Out of Service, 20-49.9 Inches (FDOT Pay Item No. 1050-18-005)	200	LF	\$58.50	\$11,700.00
46	Single Post Sign, Remove (FDOT Pay Item No. 700-1-60)	50	EA	\$65.00	\$3,250.00
47	Milling Exist Asphalt Pavement, 1-Inch Avg Depth, Area (FDOT Pay Item No. 327-70-1)	1,500	SY	\$9.10	\$13,650.00
48	Concrete Sidewalk and Driveways, 6-Inches Thick (FDOT Pay Item No. 522-2)	500	SY	\$91.00	\$45,500.00
49	Paver, Architectural, Roadway (FDOT Pay Item No. 526-1-1)	750	SY	\$93.60	\$70,200.00
50	Paver, Architectural, Sidewalk (FDOT Pay Item No. 526-1-2)	750	SY	\$81.90	\$61,425.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
51	Reworking / Adding Limerock Base to Existing, 3-Inches (FDOT Pay Item No. 210-1-9)	500	SY	\$6.50	\$3,250.00
52	Reworking / Adding Limerock Base to Existing, 4-Inches (FDOT Pay Item No. 210-1-8)	500	SY	\$10.40	\$5,200.00
53	Reworking / Adding Limerock Base to Existing, 6-Inches (FDOT Pay Item No. 210-1-1)	1,500	SY	\$17.60	\$26,400.00
54	Optional Base, Base Group 04 (FDOT Pay Item No. 285-704)	1,500	SY	\$23.40	\$35,100.00
55	Superpave Asphaltic Concrete, Traffic B, C, Or E (FDOT Pay Item No. 334-1-12, 334-1-13, OR 334-1-15)	500	Ton	\$240.50	\$120,250.00
56	Miscellaneous Asphalt Pavement (FDOT Pay Item No. 339-1)	100	Ton	\$325.00	\$32,500.00
57	Concrete Curb & Gutter, Type E (FDOT Pay Item No. 520-1-7)	50	LF	\$39.00	\$1,950.00
58	Concrete Curb & Gutter, Type F (FDOT Pay Item No. 520-1-10)	1,000	LF	\$32.50	\$32,500.00
59	Concrete Curb, Type D (FDOT Pay Item No. 520-2-4)	1,500	LF	\$27.30	\$40,950.00
60	Valley Gutter- Concrete (FDOT Pay Item No. 520-3)	1,000	LF	\$32.50	\$32,500.00
61	Ditch Bottom Type C (Index 232) Less Than 10 Feet (FDOT Pay Item No. 425-1-521)	100	EA	\$3,913.00	\$391,300.00
62	Ditch Bottom Type D (Index 232) Less Than 10 Feet (FDOT Pay Item No. 425-1-541)	20	EA	\$6,390.00	\$127,800.00
63	Ditch Bottom Type E (Index 232) Less Than 10 Feet (FDOT Pay Item No. 425-1-551)	20	EA	\$5,714.00	\$114,280.00
64	Ditch Bottom Type F (Index 233) Less Than 10 Feet (FDOT Pay Item No. 425-1-561)	10	EA	\$6,234.00	\$62,340.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
65	Ditch Bottom Type G (Index 233) Less Than 10 Feet (FDOT Pay Item No. 425-1-571)	10	EA	\$11,616.00	\$116,160.00
66	F&I Detectable Warning On Existing Walking Surface, Retrofit (FDOT Pay Item No. 527-2)	500	SF	\$41.60	\$20,800.00
67	Inlets, Adjust (FDOT Pay Item No. 425-4)	1	EA	\$910.00	\$910.00
68	Manhole, Adjust (FDOT Pay Item No. 425-5)	1	EA	\$910.00	\$910.00
69	Valve Boxes, Adjust (FDOT Pay Item No. 425-6)	1	EA	\$260.00	\$260.00
70	Drainage Structures, Miscellaneous, Adjust (FDOT Pay Item No. 425-8)	1	EA	\$1,040.00	\$1,040.00
71	Drainage Structure Modify (FDOT Pay Item No. 425-11)	1	EA	\$1,820.00	\$1,820.00
72	Inlets Relocating (FDOT Pay Item No. 425-71)	1	EA	\$2,626.00	\$2,626.00
73	Manholes And Inlets Cleaning And Sealing, Less Than 10 Feet (FDOT Pay Item No. 425-74-1)	1	EA	\$910.00	\$910.00
74	F&I Pipe Culvert, Optional Material, Round, 12 Inches, 15 Inches Storm Drain (FDOT Pay Item No. 430-174-112, 430-174-115)	1	LF	\$88.70	\$88.70
75	F&I Pipe Culvert, Optional Material, Round, 18 Inches, 24 Inches Storm Drain (FDOT Pay Item No. 430-174-118, 430-174-124)	1	LF	\$127.70	\$127.70
76	F&I Pipe Culvert, Optional Material, Round, 30 Inches, 36 Inches Storm Drain (FDOT Pay Item No. 430-174-130, 430-174-136)	1	LF	\$208.20	\$208.20
77	F&I Pipe Culvert, Optional Material, Round, 42 Inches, 48 Inches Storm Drain (FDOT Pay Item No. 430-174-142, 430-174-148)	1	LF	\$340.80	\$340.80

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
78	F&I Pipe Culvert, Optional Material, Round, 54 Inches, 60 Inches Storm Drain (FDOT Pay Item No. 430-174-154, 430-174-160)	1	LF	\$425.80	\$425.80
79	F&I Pipe Culvert, Optional Material, Other Shape - Ellip/Arch, 15 Inches, 18 Inches (FDOT Pay Item No. 430-174-215 OR 430-174-218)	1	LF	\$108.20	\$108.20
80	F&I Pipe Culvert, Optional Material, Other Shape - Ellip/Arch, 24 Inches (FDOT Pay Item No. 430-174-224)	1	LF	\$140.70	\$140.70
81	F&I Pipe Culvert, Optional Material, Other Shape - Ellip/Arch, 30 Inches, 36 Inches (FDOT Pay Item No. 430-174-230 OR 430-174-236)	1	LF	\$208.30	\$208.30
82	Cleaning & Sealing Existing Pipe Joint, 10 Inches To 24 Inches, Storm Sewer (FDOT Pay Item No. 430-821-23, 430-821-25, OR 430-821-29)	1	EA	\$176.00	\$176.00
83	Cleaning & Sealing Existing Pipe Joint, 30 Inches, 36 Inches, Storm Sewer (FDOT Pay Item No. 430-821-33 OR 430-821-38)	1	EA	\$260.00	\$260.00
84	Cleaning & Sealing Existing Pipe Joint, 42 Inches, 48 Inches, Storm Sewer (FDOT Pay Item No. 430-821-40 OR 430-821-41)	1	EA	\$364.00	\$364.00
85	Cleaning & Sealing Existing Pipe Joint, 54 Inches, 60 Inches, Storm Sewer (FDOT Pay Item No. 430-821-42 OR 430-821-43)	1	EA	\$468.00	\$468.00
86	Cleaning & Sealing Existing Pipe Joint, >60 Inches, Storm Sewer (FDOT Pay Item No. 430-821-61)	1	EA	\$520.00	\$520.00
87	Mitered End Section, Optional Round, 12 Inches, 15 Inches, 18 Inches (FDOT Pay Item No. 430-982-121, 430-982-123, OR 430-982-125)	1	EA	\$2,340.00	\$2,340.00
88	Mitered End Section, Optional Round, 24 Inches (FDOT Pay Item No. 430-982-129)	1	EA	\$2,730.00	\$2,730.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
89	Mitered End Section, Optional Round, 30 Inches,36 Inches (FDOT Pay Item No. 430-982-133 OR 430-982-138)	1	EA	\$3,900.00	\$3,900.00
90	French Drain, 12 To 18 Inches (FDOT Pay Item No. 443-70-3)	1	LF	\$195.00	\$195.00
91	French Drain, 24 Inches (FDOT Pay Item No. 443-70-4)	1	LF	\$221.00	\$221.00
92	Storm Sewer Inspection (Video Camera) (FDOT Pay Item No. E432-4)	1	LF	\$6.50	\$6.50
93	Outfall Barnacle Removal For 0-24 Inch Pipes (FDOT Pay Item No. 430-95-1)	1	LF	\$162.50	\$162.50
94	Outfall Barnacle Removal For 25-36 Inch Pipes (FDOT Pay Item No. 430-95-2)	1	LF	\$195.00	\$195.00
95	Outfall Barnacle Removal For 37-48 Inch Pipes (FDOT Pay Item No. 430-95-3)	1	LF	\$227.50	\$227.50
96	Outfall Barnacle Removal For 49-60 Inches Pipes (FDOT Pay Item No. 430-95-4)	1	LF	\$260.00	\$260.00
97	Outfall Barnacle Removal For 61 Inches And Greater Pipes (FDOT Pay Item No. 430-95-5)	1	LF	\$325.00	\$325.00
98	Maintenance of Concrete Collar At Joints For Connecting Dissimilar Types Of Pipe (FDOT Pay Item No. 430-96)	1	EA	\$1,560.00	\$1,560.00
99	Pipe Liner, Sliplining, 30 Inches (FDOT Pay Item No. 431-15-30)	1	LF	\$423.00	\$423.00
100	Pipe Liner, Sliplining, 36 Inches (FDOT Pay Item No.431-1-36)	1	LF	\$455.00	\$455.00
101	Pipe Liner, Sliplining, 42 Inches (FDOT Pay Item No. 431-1-42)	1	LF	\$520.00	\$520.00
102	Deep Well Injection Box, Structure With No Outflow (FDOT Pay Item No. 444-74-1)	1	EA	\$24,414.00	\$24,414.00
103	Deep Well Injection Box, Structure With Outflow (FDOT Pay Item No. 444-74-2)	1	EA	\$24,414.00	\$24,414.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
104	Deep Well Open Hole, 24 Inches (FDOT Pay Item No. 444-70-11)	1	LF	\$455.00	\$455.00
105	Deep Well Casing (FDOT Pay Item No. 444-71-11)	1	LF	\$487.50	\$487.50
106	Deep Well Cleaning (0-23 Inches) (FDOT Pay Item No. 444-72-10)	1	LF	\$67.60	\$67.60
107	Deep Well Cleaning (24 Inches) (FDOT Pay Item No. 444-72-11)	1	LF	\$70.20	\$70.20
108	Deep Well Cleaning (25 Inches And Greater) (FDOT Pay Item No. 444-72-12)	1	LF	\$72.80	\$72.80
109	Sheet Piling, Steel Temporary-Critical (FDOT Pay Item No. 455-133-2)	1	SF	\$65.00	\$65.00
110	Desilting Pipe, 0-24 Inches (FDOT Pay Item No. E430-94-1)	1	LF	\$6.50	\$6.50
111	Desilting Pipe, 25-36 Inches (FDOT Pay Item No. E430-94-2)	1	LF	\$19.50	\$19.50
112	Desilting Pipe , 37-48 Inches (FDOT Pay Item No. E430-94-3)	1	LF	\$32.50	\$32.50
113	Desilting Pipe , 49-60 Inches (FDOT Pay Item No. E430-94-4)	1	LF	\$45.50	\$45.50
114	Desilting Pipe, 61 Inches Or (FDOT Pay Item No. E430-94-5)	1	LF	\$65.00	\$65.00
115	Riprap, Sand-Cement Bags (FDOT Pay Item No. 530-11-00)	1	CY	\$780.00	\$780.00
116	Riprap- Rubble, Bank And Shore (FDOT Pay Item No. 530-3-3)	1	TON	\$325.00	\$325.00
117	Riprap, Rubble, Furnish And Install, Ditch Lining (FDOT Pay Item No. 530-3-4)	1	TON	\$260.00	\$260.00
118	Fence Gate, Type B, Single, 0-6.0 Feet Opening (FDOT Pay Item No. 550-60-211)	1	EA	\$1,040.00	\$1,040.00
119	Fence Gate, Type B, Single, 6.1-12.0 Feet Opening (FDOT Pay Item No. 550-60-212)	1	EA	\$1,560.00	\$1,560.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
120	Fence Gate, Type B, Single, 12.1-18.0 Feet Opening (FDOT Pay Item No. 550-60-213)	1	EA	\$2,990.00	\$2,990.00
121	Fence Gate, Type B, Single, 18.1-20.0 Feet Opening (FDOT Pay Item No 550-60-214)	1	EA	\$3,250.00	\$3,250.00
122	Single Post Sign, Install (FDOT Pay Item No. 700-1-40)	1	EA	\$585.00	\$585.00
123	Single Post Sign, Relocate (FDOT Pay Item No. 700-1-50)	1	EA	\$195.00	\$195.00
124	Fire Hydrant, Adjust And Modify (FDOT Pay Item No. 1644-700)	1	EA	\$2,600.00	\$2,600.00
125	Fire Hydrant, Relocate (FDOT Pay Item No. 1644-800)	1	EA	\$4,550.00	\$4,550.00
126	Performance Turf, Sod (Bahia, Centipede, Bermuda (FDOT Pay Item No 570-1-2)	1	SY	\$7.80	\$7.80
127	F&I Light Tower, AMIDA/TEREX AL4000 or Equivalent, Includes Power Source	40	DAY	\$260.00	\$10,400.00
128	FDOT Certified Flag Person	1,000	HR	\$22.10	\$22,100.00
129	F&I Orange Plastic Mesh and Post	500	LF	\$3.30	\$1,650.00
130	F&I Steel Traffic Plates for 12-Foot Lane Daily Rate	50	EA	\$149.50	\$7,475.00
131	F&I Steel Traffic Plates for 12-Foot Lane Weekly Rate	50	EA	\$247.00	\$12,350.00
132	Survey Field Work as Performed By Crew	500	HR	\$156.00	\$78,000.00
133	Utility Locating and Excavation Test Hole in Green Areas	50	EA	\$845.00	\$42,250.00
134	Utility Locating and Excavation Test Hole in Pavement Areas	50	EA	\$1,170.00	\$58,500.00
135	Swale Excavation/Grading/Restoration (Up to 36-inches Deep with 1:3 Slopes or FL)	10,000	SY	\$13.00	\$130,000.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
136	Curb or Curb and Gutter Removal	1,500	LF	\$6.50	\$9,750.00
137	Paver Block Removal	1,000	SY	\$6.50	\$6,500.00
138	Removal and Disposal of Unsuitable, Non-Contaminated Materials	150	CY	\$58.50	\$8,775.00
139	Storm/Sanitary Structure Removal	200	EA	\$455.00	\$91,000.00
140	Limerock Removal up to a Depth of 8-Inches	500	SY	\$15.60	\$7,800.00
141	F&I Temporary Patch Using Cold Asphaltic Mix	100	CF	\$65.00	\$6,500.00
142	Ada Compliant Curb Ramp	20	EA	\$975.00	\$19,500.00
143	Type C Catch Basin 24x36 Inches Less Than 10 Feet	10	EA	\$5,142.00	\$51,420.00
144	Large Rectangular Type C Catch Basins With Top Slabs 4x4 Feet Or Type Inches	10	EA	\$6,604.00	\$66,040.00
145	Large Rectangular Type C Catch Basins With Top Slabs 5x5 Feet Or Type Inches	10	EA	\$8,190.00	\$81,900.00
146	Large Rectangular Type C Catch Basins With Top Slabs 6x6 Feet Or Type Inches	10	EA	\$9,653.00	\$96,530.00
147	Large Rectangular Type C Catch Basins With Top Slabs 8x8 Feet Less Than 10 Feet	10	EA	\$18,161.00	\$181,610.00
148	Large Rectangular Type C Catch Basins With Top Slabs 4x6 Feet Less Than 10 Feet	10	EA	\$8,158.00	\$81,580.00
149	Large Rectangular Type C Catch Basins With Top Slabs 4x8 Feet Less Than 10 Feet	10	EA	\$10,283.00	\$102,830.00
150	Storm Manhole Type M-4 (48 Inches Round) Less Than 10 Feet	10	EA	\$5,629.00	\$56,290.00
151	Storm Manhole Type M-5 (60 Inches Round) Less Than 10 Feet	10	EA	\$6,962.00	\$69,620.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
152	Storm Manhole Type M-6 (72 Inches Round) Less Than 10 Feet	10	EA	\$8,593.00	\$85,930.00
153	Storm Manhole Type M-7 (84 Inches Round) Less Than 10 Feet	10	EA	\$13,403.00	\$134,030.00
154	18 Inches Ads Drain Basin Or Approved Equal	10	EA	\$5,135.00	\$51,350.00
155	24 Inches Ads Drain Basin Or Approved Equal	10	EA	\$6,045.00	\$60,450.00
156	8 Inches Trench Drain With Grate 6452 Or Approved Equal	1	LF	\$390.00	\$390.00
157	10 Inches Trench Drain With Grate 6453 Or Approved Equal	1	LF	\$515.00	\$515.00
158	12 Inches Trench Drain With Grate 6454 Or Approved Equal	1	LF	\$644.00	\$644.00
159	15 Inches Trench Drain With Grate 6455 Or Approved Equal	1	LF	\$663.00	\$663.00
160	18 Inches Trench Drain With Grate 6456 Or Approved Equal	1	LF	\$709.00	\$709.00
161	Install Pipe Culvert, RCP Material Only, Round, Less Than 12 Inches Storm Drain	1	LF	\$107.90	\$107.90
162	Install Pipe Culvert, Optional Material, Round, Less Than 12 Inches Storm Drain	1	LF	\$82.20	\$82.20
163	French Drain, Less Than 12 Inches	1	LF	\$152.70	\$152.70
164	F&I Ballast Rock, French Drain Aggregate	1	CY	\$74.10	\$74.10
165	F&I Well Point System Complete, 4 Inches Pump	1	DAY	\$650.00	\$650.00
166	F&I Well Point System Complete, 6 Inches Pump	1	DAY	\$715.00	\$715.00
167	F&I Well Point System Complete, 8 Inches Pump	1	DAY	\$780.00	\$780.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
168	F&I By-Pass Pump 4 Inches	1	DAY	\$182.00	\$182.00
169	F&I By-Pass Pump 6 Inches	1	DAY	\$195.00	\$195.00
170	F&I By-Pass Pump 8 Inches	1	DAY	\$234.00	\$234.00
171	8-12 Inches Plug For Blocking Drainage Line Within Watertable - Includes Installation	1	EA	\$260.00	\$260.00
172	15-24 Inches Plug For Blocking Drainage Line Within Watertable - Includes Installation	1	EA	\$650.00	\$650.00
173	30-42 Inches Plug For Blocking Drainage Line Within Watertable - Includes Installation	1	EA	\$1,040.00	\$1,040.00
174	48-60 Inches Plug For Blocking Drainage Line Within Watertable - Includes Installation	1	EA	\$1,300.00	\$1,300.00
175	60 Inches And Above Plug For Blocking Drainage Line Within Watertable - Includes Installation	1	EA	\$2,600.00	\$2,600.00
176	Standard 6 Foot Chain Link Fence	1	LF	\$45.50	\$45.50
177	Standard 6 Foot Chain Link Fence Gate Opening, Single, 0-6 Opening	1	EA	\$1,040.00	\$1,040.00
178	Standard 6 Foot Wood Panel Pressure-Treated Fence	1	LF	\$58.50	\$58.50
179	Standard 6 Foot Wood Panel Pressure-Treated Fence Gate Opening, Single, 0-6 Opening	1	EA	\$1,040.00	\$1,040.00
180	Standard 6 Foot Vinyl Fence	1	LF	\$71.50	\$71.50

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
181	Standard 6 Foot Vinyl Fence Gate Opening, Single, 0-6 Opening	1	EA	\$1,040.00	\$1,040.00
182	Additional Laborer	1	HR	\$19.50	\$19.50
183	Master Electrician	1	HR	\$156.00	\$156.00
184	Diver (Regular Time)	1	HR	\$325.00	\$325.00
185	Certified Arborist	1	HR	\$260.00	\$260.00
186	Qualified Construction Training Qualification Program (Ctqp) Asphalt Paving Level II Technician	1	HR	\$97.50	\$97.50
187	Service Truck & Operator, Personnel Lift To 35 Ft High Access, 4 Hr Minimum Charge	1	HR	\$130.00	\$130.00
188	Bucket Truck & Operator, 50 Ft Reach, 4 Hr Minimum Charge	1	HR	\$156.00	\$156.00
189	D3 Or D5 Dozer & Operator	1	HR	\$130.00	\$130.00
190	Crane & Operator, Installations Less Than 85 Ft High And 22 Ton, 4 Hr Minimum Charge	1	HR	\$390.00	\$390.00
191	Vac Truck, 3-Person Crew, 4 Hr Minimum Charge	1	HR	\$585.00	\$585.00
192	Skid Steer Loader & Operator, 1,850 Lb Minimum, 4 Hr Minimum Charge	1	HR	\$97.50	\$97.50
193	Boat/Water Craft With Motor, 30 Ft Length Maximum, 4 Hr Minimum Charge	1	HR	\$520.00	\$520.00
194	Dump Truck & Operator, Single-Axle, 5 Cubic Yard Minimum Capacity, 4 Hr Minimum	1	HR	\$104.00	\$104.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
195	Root Pruning/Tree Trimming Crew, 3-Person Crew	1	HR	\$325.00	\$325.00
196	Pollution Retardant Baffle With 10 Inches Cleanout Access To Cover 12-Inch to 15-Inch	1	EA	\$526.50	\$526.50
197	Pollution Retardant Baffle With 12 Inches Cleanout Access To Cover 12-Inch to 15-Inch	1	EA	\$1,046.50	\$1,046.50
198	Pollution Retardant Baffle With 12 Inches Cleanout Access To Cover 18-Inch to 24-Inch	1	EA	\$1,164.00	\$1,164.00
199	F&I 10 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$4,927.00	\$4,927.00
200	F&I 12 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$6,572.00	\$6,572.00
201	F&I 15 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$10,647.00	\$10,647.00
202	F&I 18 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$13,754.00	\$13,754.00
203	F&I 24 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$18,363.00	\$18,363.00
204	F&I 30 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$26,455.00	\$26,455.00
205	F&I 36 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$33,306.00	\$33,306.00
206	F&I 42 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$45,448.00	\$45,448.00
207	F&I 48 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$73,158.00	\$73,158.00
208	F&I 54 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$102,375.00	\$102,375.00
209	F&I 60 Inches Inline Wastop Check Valves With All Fittings Or Approved Equal	1	EA	\$131,953.00	\$131,953.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
210	F&I Aluminum Manatee Grate Per FDOT Index No 230 With All Fittings for Pipe Ranging 10 to 18 Inches	1	EA	\$910.00	\$910.00
211	F&I Aluminum Manatee Grate Per FDOT Index No 230 With All Fittings for Pipe Ranging 24 to 36 Inches	1	EA	\$1,190.00	\$1,190.00
212	F&I Aluminum Manatee Grate Per FDOT Index No 230 With All Fittings for Pipe Ranging 42 to 48 Inches	1	EA	\$1,495.00	\$1,495.00
213	F&I Aluminum Manatee Grate Per FDOT Index No 230 With All Fittings 54 to 60 Inches	1	EA	\$1,677.00	\$1,677.00
214	F&I Aluminum Manatee Grate Per FDOT Index No 230 With All Fittings 61 Inches or Greater	1	EA	\$1,937.00	\$1,937.00
215	F&I 8 To 15 Inch Drainage Outfalls By Core Drilling Existing Seawall	1	EA	\$910.00	\$910.00
216	F&I 18 To 24 Inch Drainage Outfalls By Core Drilling Existing Seawall	1	EA	\$1,235.00	\$1,235.00
217	F&I 30 To 36 Inch Drainage Outfalls By Core Drilling Existing Seawall	1	EA	\$2,600.00	\$2,600.00
218	F&I 42 To 48 Inch Drainage Outfalls By Core Drilling Existing Seawall	1	EA	\$3,640.00	\$3,640.00
219	F&I 54 To 60 Inch Drainage Outfalls By Core Drilling Existing Seawall	1	EA	\$4,550.00	\$4,550.00
220	F&I 61 Inch and Above Drainage Outfalls By Core Drilling Existing Seawall	1	EA	\$7,150.00	\$7,150.00
221	F&I Pipe Bursting For Pipes 8 Inches And Under	1	LF	\$553.00	\$553.00
222	F&I Pipe Bursting For 10 Inches Pipes	1	LF	\$585.00	\$585.00
223	F&I Pipe Bursting For 12 Inches Pipes	1	LF	\$650.00	\$650.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
224	F&I Pipe Bursting For 15 Inches Pipes	1	LF	\$1,105.00	\$1,105.00
225	F&I Pipe Bursting For 18 Inches Pipes	1	LF	\$1,170.00	\$1,170.00
226	F&I Pipe Bursting For 24 Inches Pipes	1	LF	\$1,203.00	\$1,203.00
227	F&I Pipe Bursting For 30 Inches Pipes	1	LF	\$1,235.00	\$1,235.00
228	Directional Bore, 10 Inches Or Less	1	LF	\$117.00	\$117.00
229	F&I Fertilizer 40 Lb. Bag	1	EA	\$104.00	\$104.00
230	F&I Root Barrier	1	LF	\$45.50	\$45.50
231	Tree Removal, 0-12 Inches Trunk Diameter At Breast Height	1	EA	\$520.00	\$520.00
232	Tree Removal, 12.1-24 Inches Trunk Diameter At Breast Height	1	EA	\$975.00	\$975.00
233	Tree Removal, 24.1-48 Inches Trunk Diameter At Breast Height	1	EA	\$1,950.00	\$1,950.00
234	Tree Removal, 48.1-60 Inches Trunk Diameter At Breast Height	1	EA	\$3,250.00	\$3,250.00
235	Tree Removal, Greater Than 60 Inches Trunk Diameter At Breast Height	1	EA	\$5,200.00	\$5,200.00
236	Stump Grinding/Removal, 0-24 Inches Trunk Diameter At Breast Height	1	EA	\$650.00	\$650.00
237	Stump Grinding/Removal, 24.1-48 Inches Trunk Diameter At Breast Height	1	EA	\$1,040.00	\$1,040.00
238	Stump Grinding/Removal, 48.1-60 Inches Trunk Diameter At Breast Height	1	EA	\$1,560.00	\$1,560.00
239	Stump Grinding/Removal, Greater Than 60 Inches Trunk Diameter At Breast Height	1	EA	\$1,950.00	\$1,950.00

PROPOSAL DOCUMENT REPORT
IFB No. REQ-039-23-JJ
2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
240	Salt Tolerant Turf, Sod (Seashore Paspalum Or Approved Equal	1	SY	\$26.00	\$26.00
241	Hedge Replacement With Common Nursery Available Plantings, 3-Gallon Container	1	EA	\$39.00	\$39.00
242	Hedge Replacement With Common Nursery Available Plantings, 7-Gallon Container	1	EA	\$52.00	\$52.00
243	Common Palm Species (Bismark, Date, Silver, Christmas, Royal, Thatch, Cabbage and Foxtail, 5-20 Overall Height	1	EA	\$2,340.00	\$2,340.00
244	Common Tree Species (Live Oak, Wild Tamarind, Green Or Silver Buttonwood, Bald or Pond Cypress, Magnolia, Ponciana, Slash Pine, Mahogany, Jamaican Dogwood, Mango, Sea Grape, Gumbo Limbo, Jacaranda, Japenese Fern), 8-20 - Overall Height	1	EA	\$2,470.00	\$2,470.00
245	Permit and Fees Allowance	1	EA	\$50,000.00	\$50,000.00
246	Testing Allowance	1	EA	\$30,000.00	\$30,000.00
247	Owner Allowance	1	EA	\$100,000.00	\$100,000.00
248	Indemnification	1	EA	\$10.00	\$10.00
249	30-inch French Drain - FDOT PI 443-70-5	1	LF	\$237.00	\$237.00
250	36-inch French Drain - FDOT PI 443-70-6	1	LF	\$250.00	\$250.00
251	HDEP Flap Gate Ross 12 to 24-inch	1	EA	\$19,240.00	\$19,240.00
252	HDEP Flap Gate Ross 30 to 48-inch	1	EA	\$37,700.00	\$37,700.00
253	Type C Catch Basin 24x36 Inches 10-15 Feet	1	EA	\$8,268.00	\$8,268.00
254	Type C Catch Basin 30x36 Inches Less Than 10 Feet	1	EA	\$5,772.00	\$5,772.00

PROPOSAL DOCUMENT REPORT
 IFB No. REQ-039-23-JJ
 2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
255	Type C Catch Basin 30x36 Inches 10-15 Feet	1	EA	\$7,865.00	\$7,865.00
256	Check Valve Wastop 12 to 24-inch, Install	1	EA	\$2,340.00	\$2,340.00
257	Check Valve Wastop 30 to 48-inch, Install	1	EA	\$7,020.00	\$7,020.00
258	30-inch Stormwater Manhole Less Than 10 Feet	1	EA	\$5,135.00	\$5,135.00
259	30-inch Stormwater Manhole 10-15 Feet	1	EA	\$8,970.00	\$8,970.00
260	36-inch Stormwater Manhole Less Than 10 Feet	1	EA	\$4,316.00	\$4,316.00
261	36-inch Stormwater Manhole 10-15 Feet	1	EA	\$9,048.00	\$9,048.00
262	Field Crew (Superintendent)	1	HR	\$58.50	\$58.50
263	Field Crew (Operator)	1	HR	\$36.40	\$36.40
264	Field Crew (Laborer)	1	HR	\$32.50	\$32.50
265	Excavator, 5 CY	1	HR	\$104.00	\$104.00
266	Flat Bed Truck, 12'	1	HR	\$84.50	\$84.50
267	Loader	1	HR	\$62.40	\$62.40
268	Excavator CAT 314 or Equal	1	HR	\$78.00	\$78.00
269	Bobcat	1	HR	\$39.00	\$39.00
270	Excavator/Backhoe CAT 225 or Equal	1	HR	\$78.00	\$78.00

PROPOSAL DOCUMENT REPORT
 IFB No. REQ-039-23-JJ
 2023 Drainage Infrastructure Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
271	Wheel Loader CAT 926 or Equal	1	HR	\$62.40	\$62.40
272	Backhoe Loader Combo CAT 416 or Equal	1	HR	\$78.00	\$78.00
273	Bulldozer CAT D-3 or Equal	1	HR	\$91.00	\$91.00
274	18 Yard Dump Truck	1	HR	\$65.00	\$65.00
275	Removal and Disposal of Contaminated Materials	30	CY	\$91.00	\$2,730.00
[*] Denotes item is taxable Sales Tax (@ 7%)					\$0.00
TOTAL					\$4,766,814.90

FORM 15

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 33025
2. Contractor's Telephone Number: 305 557 4226
and e-mail address: eddie @ southeastern Eng. com
3. Contractor's License (attach copy): RB 0066528
Primary Classification: General 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: 38 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: Joe C Powell
Date of Inspection: -
7. What is the last project of this nature you have completed?
CDBG 4th NW 8th Ave Drainage Improvements



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

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.



BCS

Contractor License

Account

Sign In

Permits

Request Inspection

Search for Permit

Search for Address

Request Inspection

Contractor Licenses

Find My Licenses

Search for License

Renew License

Elevators

Search for Elevator

Renew Elevator Certificate

License Information

Expiration Date: 06/30/2023

CC Number: 93-1360

License Issued: 12/01/1993

License Category: General Engineered Construction Builder

License Status: Licensed

Contractor Information

Contractor Name:

DOMINGUEZ, EDUARDO

Email Address:

EDDIE@SOUTHEASTRNEENG.COM; ed.sec@comcast.net

Contracting Firm:

SOUTHEASTERN ENGINEERING CONTRACTORS INC.

Contracting Firm Phone:

(305) 557-4226

Contracting Firm Address:

911 NW 209 AVE SUITE 101

PEMBROKE PINES, FL 33029-

Temporary License

Temporary License

Expiration Date:

☐

Restrictions

Restrictions:

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

None

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

Sayed Hussain - City of Fort Lauderdale

Lissett Davira - Town of Golden Beach

Todd DeJesus - City of Wilton Manors

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

See attached

(Continue list on inset sheet, if necessary)

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

All

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

None

13. List at least three (3) similar projects completed within the last ten (10) years by the bidder. For purposes of this requirement, 'similar' projects shall be considered to include experience with underground infrastructure replacement,



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: 99%
Client: City of Hollywood
Client's Rep: Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date: Jul-22

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: 30%
Client: City of Fort Lauderdale
Client's Rep: Mr. Rares Petrica, Project Manager , Public Works, 954 828-6720
Completion Date: Jun-23

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: 99%
Client: Town of Golden Beach
Client's Rep: Mr. Orlando Rubio, Senior Supervising Engineer 561 314 4445, x203
Completion Date: Jul-22

Project Title: **CDBG 47th NW 8th Ave**
Type of Construction: Drainage and Roadway Improvements
Contract Amount: \$136,387.50
Type of Contract: Unit Prices
Completed To Date: 99%
Client: City of Wilton Manors
Client's Rep: Todd De Jesus, City Project Manager 954 290 5378
Completion Date: Jul-22

Project Title: **Rehabilitation of Lift Station 22A, 21D, and New Force Main**
Type of Construction: Sewer Pump Stations and Force Main
Contract Amount: \$2,623,312.75
Type of Contract: Unit Prices
Completed To Date: 0%
Client: City of Coral Springs
Client's Rep: Najla Zerrouki, City Engineer 954 510 4700
Completion Date: Feb-23

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: 30%
Client: City of Pompano Beach
Client's Rep: Mathew Marsh, McCafferty Brinson Consulting, LLC 954 918 0744
Completion Date: Dec-22

Project Title:	Civil Work Related to Taft Street FM Wall Loss Verification
Type of Construction:	Water Main, FM and Sanitary Sewer Improvements
Contract Amount:	\$469,887.00
Type of Contract:	Unit Prices
Completed To Date:	50%
Client:	City of Hollywood
Client's Rep:	Juan Jose Figueroa, PE Senior Project Manager- ECSD 954-864-6622
Completion Date:	Dec-22

specifically storm water pipe, structure, pavement restoration, concrete work, tidal wave installation and landscape installation and removal . Include owner's contact information (client's name, address, telephone number and email address), project value, completion date, reference contact information and brief project description. The determination of whether a project is sufficiently similar shall be at the sole discretion of the City and the Engineer.

See attached

(Add sheets as requested.)

14. Name the Project Manager proposed for this project. Attach a copy of the project manager's resume.

Jose C. Perella

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.

José Carlos Perelló

13809 SW 84th Street
Miami, Florida 33183.

Phone: (305) 322 0421

Email: jc@SoutheasternEng.com

OBJECTIVE

- To obtain a challenging engineering position where I can use my experience in civil works, hydraulics and environmental areas.

EDUCATION

- Hydraulic Engineer, ISPJAE Havana, Cuba, 1985.
- Civil Engineer, Central University of Las Villas, Cuba, 1993
- Civil Engineer (Hydraulics, Sanitary and Environmental), University of Chile, 2002.
- Bachelor's Degree in Civil Engineering, USA, 2006

CERTIFICATIONS

- Advance Maintenance of Traffic Course (2007, USA)
- Asphalt Paving Technician Level 1 (2009, USA)
- FDOT Concrete Field Inspector (2009, USA)
- General Contractor (2010, CGC)
- Underground Utility & Excavation (2022 CUC)
- Plumbing Contractor (2022 CFC)

PROFESSIONAL EXPERIENCE

Southeastern Engineering Contractors, INC. Miami, Florida 08/2010 – Present
Project Estimator/ Project Manager

- To estimate labor and material prices for improvement projects, provide man-hours for each job, recommended crew size, and labor cost. Has acted in the capacity of Project Manager for Municipal and State projects ranging from \$500,000 to \$4,000,000.

SRS Engineering, Inc. . Miami, Florida 02/2010 – 08/2010
Roadway Inspector, City of Hialeah

- Perform field inspection of road construction project oriented to ensure project compliance with applicable codes, regulations, standards, and specifications with approved construction plans.

EBS Engineering, Inc. A.D.A Engineering. CRJ Associates. Miami, Florida 03/2007 – 11/2009
Consultant for Public Work Department, Miami-Dade County

- Professional and administrative work in the management of drainages and cleaning projects for Miami-Dade County. Working with requisitions, work orders, payments, report and also providing to inspectors maps of job areas section, generating with Geographic Information System (Arcview) and Field Inspector

EC & C Construction Group, Miami, Florida 10/2006 – 03/2007
Supervisor

- Monitor of the overall work performed on site by the contractor.
- Ensure the contractor work is in concordance with Specifications and Codes.

Society of Engineering and Environmental Management, Subway, Santiago, Chile 03/2003 – 08/2006.
Technical Office Manager. Metro S.A.

- Fully responsible for the supervision of construction and coordination of different types of public works projects.
- Responsible for quality control, project scheduling, and financial controls of construction.
- Field inspection manager for the modification of services and planning traffic redirection
- Interpretation and analyses of hydrological, geological, topographical reports during tunnel and pilot excavations.
- Direct responsibility for contract execution, materials supply and Change Order negotiations.

J & J Integral Projects, Chile 04/2002 – 03/2003.
Field Supervisor of major hydraulic projects.

- Supervision, coordination and construction inspection.
- Quality control supervisor for all public works.
- Scheduling, project management and financial controls of construction.

Service Health Santiago, Chile 06/2000 – 04/2002.
Advisory Technical Inspection for Center of Therapeutic Diagnoses and Urgencies.

- Supervision of metallic structure assemblies, medical facilities, Humid Network, Water control and irrigation systems.
- Supervision of treated water plant, assembly components, and centralized system of air conditioning.
- Supervision of facilities for clinical gas network (oxygen, aspiration, nitrous oxide, and medicinal air).
- Construction manager and directly in charge of scheduling and project costs.

ABB - Sadespa S.A. Clifton Pier, Nassau, Bahamas 02/1999 – 11/1999.
Commissioning Engineer. Power Plant.

Supervision of commissioning for

- Water cooling components (ocean and distilled water systems). Balance of plant component commissioning, such as heat exchangers for distilled water, oil and fuel oil systems (Alpha-Laval).
Steam boiler production. Pumping systems for condensed gases. Purificators of residual fuel particle modules. Systems of automatic filters (oil and fuel oil). Operator of Computerized Central Control Motor of Auxiliary Systems for electrical generation

Company of Projects, Havana 01/1994 – 01/1999.
Senior Project Engineer.

- Performed hydraulics and hydrologic studies for drainage and floods protection projects.
- Design and used hydraulic network modeling and hydraulic calculations.
- Design & management of pumping sewage system project and Stormwater runoff network.
- Design of fire protection system and automatic fire extinguishing distribution network.
- Design of catchments system for rain runoff and stormwater distribution

Central University of Las Villas 02/1993 – 12/1993.
Professor Adjunct Faculty of Constructions.

- To prepare, to plan and to distribute the Subject Hydraulic for Civil Engineers.

Company of Construction, Santa Clara 09/1985 – 12/1993.
Field Engineer, Contract Manager, Technical Director.

- Field Engineer of major hydraulic projects, including: water dams, earthwork, canals, pumping station, spillways, and mini-hydroelectric powerplants.
- Contract Manager of Agabama Dam project.
- Director for Planning, Supervision, Technical Quality and Project Controls.

ADDITIONAL EDUCATION

- Systems of Enterprise Direction (1990, Cuba)
- Administration of the Economy (1991, Cuba)
- Administration of Operational Risks (2004, Chile)

SKILLS

- AutoCAD (1997, Cuba)
- Microstation (2007, USA)
- Geopak (2007, USA)
- Microsoft Office

SUMMARY

- 9 Years of experience in management and construction of hydraulic projects (Cuba). Supervised over 2000 people in construction management of dams, channels and other public works
- 1 Year of pedagogical experience in the Faculty of Constructions (Cuba).
- 5 Years in design and inspections of hydraulic projects (Cuba).
- 1 Year in commissioning engineer and maintenance to systems, ABB (Bahamas).
- 6 Years of experience as construction inspection and quality control of Civil Projects (Chile).
- 17 Years of experience in supervision, estimating and projects management (USA)

STRENGTHS

- Fluent in Spanish. Working knowledge of English.
- Ability to communicate with individuals at all levels.
- Facility to establish relations interpersonal at work and in business.

REFERENCES : Available upon request



PROJECT EXPERIENCE (Last 10 Years)

Project Title: **El Jardin Stormwater Improvements**
Type of Construction: Drainage and Roadway Improvements
Contract Amount: \$322,643.00
Type of Contract: Unit Prices
Client: Village Of El Portal
Client's Rep: Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date: Apr-22

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
Client: City of Wilton Manors
Client's Rep: Todd De Jesus, City Project Manager
Completion Date: Jan-22

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
Client: City of Fort Lauderdale
Client's Rep: Mr. Rares Petrica, Project Manager , Public Works, 954 828-6720
Completion Date: Jun-21

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: Feng Jian PE, Assistant Director (954)-921-3930
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: John Adams, Capital Improvement Administrator 954-865-8296
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: **Margate Lift Station 21 Renovation**
Type of Construction: Sewer Pump Station
Contract Amount: \$454,528.88
Type of Contract: Unit Prices
Client: City of Margate
Client's Rep: Keith Schriner (Craig A. Smith & Associates), 954-618-9978
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: **NW 21st Street**
Type of Construction: Drainage and Roadway Improvements
Contract Amount: \$776,900.53
Type of Contract: Unit Prices
Client: City of Lauderdale Lakes
Client's Rep: Sonia Torres, City Engineer 954-733-4220
Completion Date: Apr. 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 25th 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

LIST OF SUBCONTRACTORS (NOT USED/See Form 14)

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 lump sum base 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.

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

NOTE: Attach additional sheets if required.

++ END OF SECTION

FORM 5

HOLD HARMLESS AND INDEMNITY CLAUSE

Southeastern Engineering Contractors, Inc , Eduardo Dominguez

(Company Name and Authorized Signature, Print Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Signature

Southeastern Engineering Contractors, Inc

Name of Company

Eduardo Dominguez

Printed Name

President

Title

FORM 6

NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Broward, being first duly sworn, deposes and says that:

- (1) He/she is President of Southeastern Engineering Contractors, Inc, the Proposer that has submitted the attached Proposal.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusion or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Southeastern Engineering Contractors, Inc

Name of Company

Printed Name

Title

Edwardo Dominguez

President

FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #:

Reference for:

039 - 23 - JJ Year 2023 Drainage Infrastructure Imp
Southeastern Engineering Contractors

Organization/Firm Name providing reference:

City of Opa-locka

Organization/Firm Contact Name:

Carlos Gonzalez

Title:

Project Manager

Email:

cgonzalez@opalockafl.gov

Phone:

305-953-2868 x 1451

Name of Referenced Project:

NW 147th St - Stormwater Improvements

Contract No:

2022-09-024

Date Services were provided:

January 2023 - Ongoing

Project Amount:

\$243,774.00

Referenced Vendor's role in Project:

☒ Prime Vendor

☐ Subcontractor/ Subconsultant

Would you use the Vendor again?

☒ Yes

☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Safety is SEC's number one priority. The crew works very well together and with City's personnel.

They keep the job site clean and with the proper MOT in place at all times.

Excellent communication between project managers.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Staff turnover	☐	☐	☒	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****					
Verified via:	Email:	☐	Verbal:	☐	Mail: ☐
Verified by:	Name:		Title:		
	Department:		Date:		

FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #:

Reference for:

039 - 23 - JJ Year 2023 Drainage Infrastructure Imp
Southeastern Engineering Contractors

Organization/Firm Name providing reference:

City of Fort Lauderdale

Organization/Firm Contact Name:

Sayd Hussain SR

Title: Project Manager II

Email:

shussain@fortlauderdale.gov

Phone: 954.828.5678

Name of Referenced Project:

Annual Construction of General Stormwater Infrastructure

Contract No: 12504-613-5

Date Services were provided:

6/1/2021 - 6/1/2023

Project Amount: \$1,285,714.29

Referenced Vendor's role in Project:

☒ Prime Vendor

☐ Subcontractor/ Subconsultant

Would you use the Vendor again?

☒ Yes

☐ NO. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Installation of new storm water infrastructure

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Staff turnover	☐	☐	☒	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****					
Verified via:	Email:	☐	Verbal:	☐	Mail: ☐
Verified by:	Name:		Title:		
	Department:		Date:		

FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #:

039-23-J1 Year 2023 Drainage Infrastructure Imp

Reference for:

Southeastern Engineering Contractors

Organization/Firm Name providing reference:

City of Wilton Manors

Organization/Firm Contact Name:

Todd DeJesus

Email:

td@jesuswiltonmanors.com

Title:

Capital Project Administrator

Phone:

954-390-2105

Name of Referenced Project:

West Side Drainage

Contract No:

Date Services were provided:

2021-2022

Project Amount:

\$500,000

Referenced Vendor's role in Project:

☒ Prime Vendor

☐ Subcontractor/ Subconsultant

Would you use the Vendor again?

☒ Yes

☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Installation of stormwater drainage system

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Staff turnover	☐	☐	☒	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments (provide additional sheet if necessary):

Great to work with!

****THIS SECTION FOR CITY USE ONLY****

Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

FORM 7

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by
Eduardo Dominguez President for Southeastern Engineering Contractors, Inc
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is
911 NW 209th Ave. #101 Pembroke Pines, FL 33029

and if applicable its Federal Employer Identification Number (FEIN) is 59-2425850. If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime, or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the

United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this 22nd day of February, 2023

Personally known Eduardo Dominguez

Or produced identification N/A Notary Public-State of Florida

N/A my commission expires 3/24/23
(Type of identification)

(Printed, typed or stamped commissioned name of notary public)



FORM 8

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

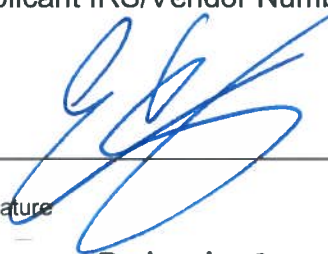
Southeastern Engineering Contractors, Inc

911 NW 209th Ave. #101 Pembroke Pines, FL 33025

Application Number and/or Project Name:

"2023 Drainage Infrastructure Improvements"

Applicant IRS/Vendor Number: 59-2425850



Signature

Edoardo Dominguez

Printed Name

Southeastern Engineering Contractors, Inc

Name of Company

President

Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

911 NW 209TH AVE. #101

6 City, state, and ZIP code

PEMBROKE PINES, FL 33029

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 4 2 5 8 5 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FORM 12

TRENCH SAFETY

This form must be completed and signed by the Respondent.

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

Respondent 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 respondent by signing and submitting the solicitation is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The respondent 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 \$ 20 / LP

Respondent acknowledges that this cost is included in the applicable items of their submittal and in the Grand Total Solicitation Price. Failure to complete the above will result in the solicitation being declared non-responsive.

The Respondent is, and the Owner and Engineer are not, responsible to review or assess Respondent'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." Respondent 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. Peullo

Witness Printed Name

911 NW 209th Ave. #101 Pembroke Pines, FL 33025

Witness Address

02/22/2023

Date

[Signature]
Contractor's Signature

Edwige Dominguez

Printed Name

President

Title

02/22/2023

Date

- END OF SECTION -

Form 13

Bid Guaranty Form

(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 Five percent

of amount of bid _____ Dollars (\$ 5% amount of bid) lawful money

of the United States, amounting to 5% of the total SOLICITATION 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 SOLICITATION, dated February 22, 2023 ~~2021~~ for

PROJECT TITLE: Year 2023 Drainage Infrastructure Improvements

SOLICITATION NO.- IFB-039-23-JJ

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION 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 SOLICITATION 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 SOLICITATION Bond

In the event of the withdrawal of said SOLICITATION 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 SOLICITATION 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 SOLICITATION.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 22nd day of February, 2023, 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 SOLICITATION Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Secretary

Southeastern Engineering Contractors, Inc.
Name of Corporation

Business Address
911 NW 209 Ave Suite 101
Pembroke Pines, FL 33029

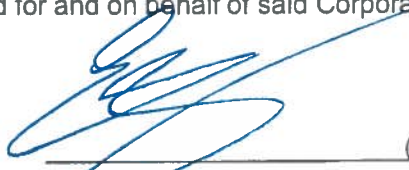
By: 
(Affix Corporate Seal)

Printed Name Eduardo Dominguez

Official Title President

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.


(SEAL)
Secretary

Approved SOLICITATION Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:


Secretary

FCCI Insurance Company
Corporate Surety

Business Address
6300 University Parkway
Sarasota, FL 34240

BY: 
(Affix Corporate Seal)

Ramon A Rodriguez
Attorney-in-Fact

Name of Local Agency

Brown & Brown Miami Dade

Business Address
8825 NW 21st Street
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
FCCI 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 22nd day of February 2023


My Commission Expires:

Notary Public, State of Florida

- END OF SECTION-



MAYRA RODRIGUEZ
Commission # HH 315319
Expires November 14, 2026



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 25TH day of June, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company

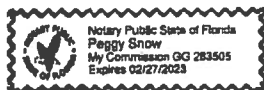



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

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




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




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 22nd day of February, 2023


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

Form 14

LIST OF SUBCONTRACTORS

The Respondent shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Submittals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

	Work to be Performed	Subcontractor's Name / Address
1.	Striping	PJ Striping Jackie Bermudez 3901 NW 29 Ave, Miami FL 33142
2.	Asphalt	Arrow Asphalt & Eng Shawn O'Leary 3050 NW 129 ST, Opa Locka FL 33054
3.	Electrical	A. Bernal Services Corp. 14850 Dade Pine Ave. Miami Lakes FL 33094
4.	Cleaning & Lining	FluTech Environmental 657 South Drive, Suite # 401 Miami Springs, FL 33166
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

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).

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 E-MAIL ADDRESS: mrushing@bmbinc.com FAX (A/C, No): 407-628-1635
INSURED Southeastern Engineering Contractors, Inc. 911 NW 209th Ave., Ste. 101 Pembroke Pines FL 33029	INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Ins. Co. NAIC # 25615 INSURER B: Travelers Indemnity Company 26658 INSURER C: Travelers Property Casualty Co of Amer 25674 INSURER D: Bridgefield Casualty Insurance Company 10335 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1503440098**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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	DT-CO-7T598390-COF-22	9/22/2022	9/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA-7T59913A-22-26-G	9/22/2022	9/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	CUP-7T606799-22-26	9/22/2022	9/22/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	0196-56073	9/22/2022	9/22/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing Contact Person as shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation and Umbrella is granted See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Hollywood 2600 Hollywood Blvd Hollywood FL 33022	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

FORM 2

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Southeastern Engineering Contractors, Inc

If Corporation - Date Incorporated/Organized: June 1984 Federal Tax Identification Number: 59-242 5850

State Incorporated/Organized: FL

Company Operating Address: 911 NW 209th Ave. #101 Pembroke Pines, FL 33026

City: _____ State: _____ Zip Code: _____

Remittance Address (if different from ordering address):

City: _____ State: _____ Zip Code: _____

Company Contact Person: Edwardo Dominguez Email Address: eddie@southeasterneug.com

Phone Number (include area code): 305 557 4226 Fax Number (include area code): N/A

Company's Internet Web Address: N/A

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: _____ Date: 02/22/23

Type or Print Name: Edwardo Dominguez

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through OpenGov , the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is OpenGov 's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

FORM 9

DRUG-FREE WORKPLACE PROGRAM

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

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

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

Signature

Southeastern Engineering Contractors, Inc

Name of Company

Eduardo Dominguez

Printed Name

President

Title

FORM 10

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Signature

Southeastern Engineering Contractors, Inc

Name of Company

Printed Name

Eduardo Dominguez

President

Title

FORM 16

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 02/22/23

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 within 30 days with final completion within 45 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, Exhibit A.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>02/15/23</u>
No. <u>2</u>	Dated <u>02/15/23</u>
No. _____	Dated _____

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

5% of 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)

Eduardo Dominguez President

(Official Title)

911 NW 209th Ave. #101 Pembroke Pines, FL 33026

(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 Edgarde Dominguez
(Person Authorized to Sign)

President of Southeastern Engineering Contractors, Inc
(Title) (Name of Corporation)

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

YEAR 2023 DRAINAGE INFRASTRUCTURE IMPROVEMENTS

ECSD Project No. - 11058

Bid No. IFB-039-23-JJ

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, 2023.

By: [Signature]

Title: President

(SEAL)

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

- END OF SECTION -



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.

Filing Information

Document Number	M01591
FEI/EIN Number	59-2425850
Date Filed	06/08/1984
State	FL
Status	ACTIVE

Principal Address

911 NW 209TH AVE
STE 101
PEMBROKE PINES, FL 33029

Changed: 01/15/2020

Mailing Address

911 NW 209TH AVE
STE 101
PEMBROKE PINES, FL 33029

Changed: 01/15/2020

Registered Agent Name & Address

File Florida Co.
7000 W. Palmetto Park Rd.
Suite 210
Boca Raton, FL 33433

Name Changed: 01/05/2023

Address Changed: 01/05/2023

Officer/Director Detail

Name & Address

Title President, Director

DOMINGUEZ, EDUARDO, JR.
911 NW 209TH AVE
STE 101

PEMBROKE PINES, FL 33029

Title VP, Secretary, Director

DOMINGUEZ, CYNTHIA

911 NW 209TH AVE

STE 101

PEMBROKE PINES, FL 33029

Annual Reports

Report Year	Filed Date
2021	02/08/2021
2022	01/06/2022
2023	01/05/2023

Document Images

01/05/2023 -- ANNUAL REPORT	View image in PDF format
01/06/2022 -- ANNUAL REPORT	View image in PDF format
02/08/2021 -- ANNUAL REPORT	View image in PDF format
10/22/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/11/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
03/01/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
05/09/2012 -- Reg. Agent Change	View image in PDF format
01/23/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
02/16/2009 -- ANNUAL REPORT	View image in PDF format
02/07/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
04/12/2006 -- ANNUAL REPORT	View image in PDF format
03/30/2005 -- ANNUAL REPORT	View image in PDF format
03/10/2004 -- ANNUAL REPORT	View image in PDF format
04/18/2003 -- ANNUAL REPORT	View image in PDF format
04/18/2002 -- ANNUAL REPORT	View image in PDF format
03/20/2001 -- ANNUAL REPORT	View image in PDF format
04/17/2000 -- ANNUAL REPORT	View image in PDF format
01/28/1999 -- ANNUAL REPORT	View image in PDF format
02/06/1998 -- ANNUAL REPORT	View image in PDF format

04/22/1997 -- ANNUAL REPORT	View image in PDF format
07/03/1996 -- ANNUAL REPORT	View image in PDF format
04/28/1995 -- ANNUAL REPORT	View image in PDF format

2023-02-08 12:29 PM

SUBMITTAL CHECKLIST FORM

Please indicated Yes or No in the "Submitted (Yes/No)" column below to indicated which required components were provided with your submittal.

Submitted (Yes/No)	Required Bid Components
Yes	This Submittal Checklist Form completed and included as the cover page of your submittal.
Yes	A Table of Contents that clearly identifies each section and page number of your submittal.
Yes	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.
Yes	Forms (Completed) Form 1 Submittal Checklist Form* Form 2 Acknowledgement and Signature Page Form 3 Bid Form* Form 4 Vendor Reference Form* Form 5 Hold Harmless and Indemnity Clause Form 6 Non-Collusion Affidavit Form 7 Sworn Statement...Public Entity Crimes Form 8 Certifications Regarding Debarment... Form 9 Drug-Free Workplace Program Form 10 Solicitation, Giving, and Acceptance... Form 11 W-9 (Request for Taxpayer Identification) Form 12 Trench Safety Form Form 13 Bid Guaranty Form Form 14 List of Subcontractors Form 15 Information Required from Bidders Form 16 Proposal
Yes	Certificate(s) of insurance that meet the requirements of Section 2.25
Yes	Proof of State of Florida Sunbiz Registration

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

ATTACHMENT A
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

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:

**Year 2023 Drainage Infrastructure Improvements
Project No. 11058**

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

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 Sections 218.735 and 255.078, Florida Statutes, as applicable.
- (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.	Introduction	15.	General Terms and Conditions
2.	Special Terms and Conditions	16.	Scope of Services
3.	Submittal Checklist Form	17.	Contract
4.	Acknowledgement and Signature Page	18.	Drug-Free Workplace Program
5.	Bid Form	19.	Solicitation, Giving, and Acceptance...
6.	Vendor Reference Form	20.	W-9 (Request for Taxpayer Identification)
7.	Hold Harmless and Indemnity Clause	21.	Performance Bond
8.	Proposal	22.	Payment Bond
9.	Non-Collusion Affidavit	23.	General Conditions, Public Utilities
10.	Sworn Statement...Public Entity Crimes	24.	Supplementary General Conditions
11.	Information Required from Bidders	25.	Addenda
12.	Certifications Regarding Debarment...	26.	Specifications
13.	Trench Safety Form	27.	Drawings
14.	Bid Guaranty Form	28.	List of Subcontractors

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 two (2) years beginning upon the notice to proceed. The CITY may renew this contract twice for two (2) additional one (1) year periods subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

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:

By _____
DOUGLAS R. GONZALES
City Attorney

APPROVED AS TO FINANCE:

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 -

ATTACHMENT B
GENERAL CONDITIONS, PUBLIC UTILITIES

Index to Articles

		<u>Page</u>
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	11
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	12
3.13	Savings Due to Excise Tax Exemptions	12
3.14	Overtime Work	13
3.15	Inspections and Testing During Overtime	13
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	15
5.6	Insurance Limits of Liability	16

		<u>Page</u>
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	19
7.6	Substitutes or "Or Equal"	19-20
7.7	Shop Drawings	21
7.8	Personnel	22-23
7.9	Safety and Protection	23
7.10	Traffic Control, Public Safety and Convenience	24
7.11	Use of Explosives	25
7.12	Loading of Structures	25
7.13	Concerning Subcontractors	25
7.14	Materials and Equipment	25-27
7.15	Temporary Utilities	27
7.16	Review of Records	27
7.17	Use of Premises	27
7.18	Contractor's Daily Reports	28
7.19	Record Documents	28
7.20	Cleanliness of the Site	28
7.21	Dust Control	28
7.22	Continuing the Work	28
7.23	Indemnification	28-29
Article 8	City's Responsibility	
8.1	Communications	30
8.2	Furnish Contract Documents	30
8.3	Furnish Right-of-Way	30
8.4	Timely Delivery of Materials	30
Article 9	Engineer's Status	
9.1	Authority of the Engineer	31
9.2	Access to the Work	31
9.3	Limitations on the Engineer's Responsibilities	32
9.4	Inspectors	32-33
9.5	Inspections	33

		<u>Page</u>
Article 10	Changes in the Work/Contract Price	
10.1	Changes in Work or Terms of Contract Documents	34
10.2	Supplemental Instructions - Clarifications	34
10.3	Field Orders/Change Orders	34-35
10.4	Value of Change Order Work	35-39
10.5	Notification and Claim for Change of Contract Price	39
10.6	Notice of Change	39
10.7	Records	40
10.8	Cancelled Items and Payments Therefore	40
10.9	Full Payment	40
Article 11	Changes in the Contract Time	
11.1	Change Order	41
11.2	Notification and Claim for Change of Contract Time	41
11.3	Basis for Extension	41
11.4	Change of Time due to Contract Execution Problems	42
11.5	Change of Time due to Change Order Evaluation	42
11.6	Change of Time and Inspection and Testing	42
11.7	Change of Time and Defective Work	42
11.8	Liquidated Damages	42
Article 12	Warranty and Guarantee; Test and Inspections; Correction, Removal or Acceptance of Defective Work	
12.1	Warranty and Guarantee	43
12.2	Tests and Inspections	43
12.3	Uncovering Work	43-44
12.4	City May Stop the Work	44
12.5	Correction or Removal of Defective Work	44
12.6	One Year Correction Period	44
12.7	Acceptance of Defective Work	45
12.8	City May Correct Defective Work	45
Article 13	Payments to the Contractor	
13.1	Basis of Payment	46
13.2	Unit Price Inclusion	46
13.3	Schedule of Values	46
13.4	Changed Conditions	46
13.5	Application for Progress Payment	46
13.6	Payment for Materials	47
13.7	Affidavit Required	47
13.8	Retainage	47
13.9	Contractor's Warranty of Title	47
13.10	Review of Application for Payment	47-48

13.11	Payment to the Contractor	48
		<u>Page</u>
Article 14	Substantial Completion, Partial Utilization, Final Clean Up, Inspection, Payment and Acceptance	
14.1	Substantial Completion	49
14.2	Partial Utilization	49-50
14.3	Final Clean-Up	50
14.4	Final Inspection	50
14.5	Final Application for Payment	51
14.6	Final Payment and Acceptance	51
14.7	Payment of Retainage without Final Completion	51
14.8	Contractor's Continuing Obligation	52
14.9	Waiver of Claims	52
Article 15	Suspension of Work and Termination	
15.1	City May Suspend Work	53
15.2	City May Terminate	53-54
15.3	Contractor May Stop Work or Terminate	55

**ATTACHMENT B
GENERAL CONDITIONS, PUBLIC UTILITIES**

**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.

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 Public 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.

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.

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.

SPECIFICATIONS - Division 1 through 17 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 2.13 in Section II - Special Terms and Conditions, 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 01300 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 Attachment C – Supplementary General Conditions, Section 1, Project Schedule as modified by any subsequent Change Orders, Unless the CONTRACTOR fails to complete the requirements of Section II - Special Terms and Conditions, 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 Attachment C - Supplementary General Conditions 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 40 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 in order 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. Section I - Introduction
3. Section II – Special Terms and Conditions
4. General Terms & Conditions
5. Attachment C- Supplementary General Conditions
6. Attachment B - General Conditions
7. Division 1, General Requirements
8. Technical Specifications
9. 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 may be required to submit a Bid Guarantee in an amount indicated in the SECTION II - SPECIAL TERMS AND CONDITIONS. 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 specified in Article 2.25 of Section II – Special Terms and Requirements 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.

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 2.16 of the Section II – Special Terms and Conditions, 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) Refer to ARTICLE 1.46 – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT of Section IV – General Terms and Conditions.
- (b) Refer to ARTICLE 1.47 – PATENT AND COPYRIGHT INDEMNIFICATION of Section IV – General Terms and Conditions.
- (c) 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 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, in so far 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 Bid Form 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 Bid Form. 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, Field Orders, 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 Field Orders / 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 Field Orders 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 Field Order 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. Field 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" and "Field Orders" with the exception that Field 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 anyone 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 CONSUL T ANT 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, templates, 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 2.13 of the Section II – Special Terms and Conditions. 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 can not 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 5%.

13.8 Retainage:

The amount of retainage with respect to progress payments will be 5% until completion of the construction services purchased pursuant to the Contract, as more specifically set forth in the Article 3 of the main contract entitled "Partial and Final Payment."

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 therefore. 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 ten (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 sixty (60) 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 ninety (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 ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails for sixty (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 -

ATTACHMENT C
SUPPLEMENTARY GENERAL CONDITIONS
INDEX TO ARTICLES

1. Project Schedule	2
2. Insurance Requirements (Not Used)	3
3. Liquidated Damages	4
4. Restricted Area	5
5. Existing Facilities and Structures	5
6. Explosives	5
7. Contract Documents	5
8. Required Notifications	5
9. Notice of Completion	5
10. Prevailing Wage Requirement	5
11. Inspections and Testing During Overtime	6
12. Retainage	6
13. Owner's Contingency (Not Used)	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:**

Major Milestones	Completion Time (Calendar Days)
Substantial Completion	700
Project Closeout	30

Individual project schedules may be established per Work Order contract.

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.

⁽¹⁾Substantial Completion

1. Refer to Attachment B - 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:
 - Completion of all construction work associated with the specific "Major Milestone" listed in the construction work schedule including completion of punch list items. "Completion of punch list items" shall be as determined by the Engineer in the field.
 - Coating touchup completed.
 - Record shop drawings and O&M submittals received and accepted by the Engineer.
 - Record drawing red-lines received and accepted by the Engineer.
 - 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.

⁽²⁾Project Closeout

1. Refer to Division 1 General Requirement, Section 01700 Project Closeout.
2. Project Closeout shall also include:
 - All requirements of substantial completion met plus the following
 - Site cleanup and restoration completed
 - All other sitework 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 (Not Used. Refer to ARTICLE 2.25 of SECTION II – SPECIAL TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS**

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 (Per Day)</u>
1. Substantial Completion	700	\$1,000.00
2. Project Closeout	30	\$1,000.00

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 \$1,000.00/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 one (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 three (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

After 50-percent completion of the construction services purchased pursuant to each individual Work Order under this contract, CONTRACTOR may present to CITY a payment request for one-half of the retainage then held by CITY. 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 completion of all other project completion items, including 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)

This allowance is in its entirety dedicated for the use of the Owner (The City of Hollywood) to address conditions (or work) associated with undefined conditions. All work resulting from undefined conditions shall be authorized in writing and in advance by the Owner, specifically the Director of Public Services, through the full execution of a Field Order. The actual amount to be paid per Field Order will be negotiated and agreed by both parties (the Owner and the Contractor). The final/negotiated amount of the field order will be deducted from the Owner's Allowance designated in the Bid Proposal and Schedule of Values. The Owner reserves the right to award none, any portion of, or all of the money associated with this allowance. By executing the CONTRACT between the City of Hollywood and the Contractor, the Contractor acknowledges that under no circumstances he or she should assume that he or she would be entitled to any amounts set aside by the City of Hollywood within the Owner's Allowance.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **ENGINEER:** Engineering & Const. 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 -

PROJECT 11058

CITY OF HOLLYWOOD
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
YEAR 2023 DRAINAGE INFRASTRUCTURE IMPROVEMENTS

JANUARY 2023



Prepared by:

ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N 14th Avenue
PO Box 229045
Hollywood, FL 33022-9045

BID PACKAGE

FOR

YEAR 2023 DRAINAGE INFRASTRUCTURE IMPROVEMENTS

IFB - 4730-22-OT

SUBMITTED BY: _____

January 2023

**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES**

YEAR 2023 DRAINAGE INFRASTRUCTURE IMPROVEMENTS

BID PACKAGE CONTENTS AND REQUIREMENTS

<u>SECTION</u>	<u>TITLE</u>
Section I	INTRODUCTION
Section II	SPECIAL TERMS AND CONDITIONS
Section III	SCOPE OF SERVICES
Section IV	GENERAL TERMS & CONDITIONS
Section V	FORMS
Section VI	ATTACHMENTS/EXHIBITS

SUBMIT THIS COMPLETE PACKAGE AND ONE COPY WITH YOUR BID

TABLE OF CONTENTS

CITY OF HOLLYWOOD

DEPARTMENT OF PUBLIC UTILITIES

YEAR 2023 DRAINAGE INFRASTRUCTURE IMPROVEMENTS

<u>SECTION</u>	<u>TITLE</u>

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01025	Basis of payment
01090	Applicable Standards and Code
01300	Submittals
01400	Testing and Inspection
01410	Contractor's Health and Safety Plan
01510	Temporary Utility Services and Staging Area
01530	Protection of Existing Facilities
01550	Site Access and Storage
01560	Special Controls
01570	Traffic Regulations and Maintenance of Traffic
01700	Project Closeout
01710	As-Built Data Specs
01740	Permits

DIVISION 2 - SITE WORK

02100	Clearing and Grubbing
02140	Dewatering
02210	Earth Excavation, Backfill, Fill and Grading
02220	Excavation, Backfill and Compaction
02222	Excavation and Backfill and Compaction for Utilities
02223	Excavation and Backfill and Compaction for Structures
02225	Contaminated Soils and Groundwater
02260	Finish Grading

02332	Limerock Base
02507	Prime and Tack Coats
02510	Asphaltic Concrete Pavement
02526	Concrete Pavement, Curb and Sidewalks
02580	Pavement Marking and Signs
02581	Traffic Signs
02582	Raised Retro-reflective Pavement markers
02751	Storm Water System Cleaning and CCTV
02752	Removal and Disposal of Material in Storm Water Piping
02900	Landscaping
02930	Sodding

DIVISION 3 - CONCRETE

03290	Joints in Concrete
03300	Cast-in-Place Concrete, Reinforcing and Formwork
03310	Mortar
03315	Grout
03375	Flowable Fill
03400	Precast Concrete

DIVISION 4 - MASONRY (NOT USED)

DIVISION 5 - METALS (NOT USED)

DIVISION 6 - WOOD AND PLASTICS (NOT USED)

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07920	Sealants and Caulking

DIVISION 8 - DOORS AND WINDOWS (NOT USED)

DIVISION 9 - FINISHES (NOT USED)

DIVISION 10 - SPECIALTIES (NOT USED)

DIVISION 11 – EQUIPMENT (NOT USED)

DIVISION 12 - FURNISHING (NOT USED)

DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 - CONVEYING SYSTEMS (NOT USED)

DIVISION 15 - MECHANICAL CONSTRUCTION

15000 Piping General

15008 A-2000 PVC Drainage Pipe

DIVISION 16 - ELECTRICAL (NOT USED)

DIVISION 17 - CONTROLS (NOT USED)

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract documents which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.
- B. Prior to construction, the CONTRACTOR shall locate and verify potential existing utilities in their working area. The utility verifications consist of excavation to verify tie-in points and to locate potential conflicts that may affect the work. The CONTRACTOR shall be responsible for the coordination of this work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified

1.02 SCOPE

- A. It is the intent of the CITY to select and retain multiple qualified contractors to perform as-needed construction services for drainage infrastructure improvements for a contract period as defined in Articles 2.12 and 2.18 of Section II of the Contract Documents. CONTRACTORS will be selected based upon qualifications, cost, and their ability to perform the required services during the stipulated contract period.
- B. Work shall only be implemented by CONTRACTOR with the prior written approval (Notice to Proceed, Purchase Order or Work Order) from CITY.
- C. The Work to be performed consists of furnishing all labor, tools, materials, supplies, machinery, essential communications, equipment, transportation, services and incidentals required for as-needed construction services for drainage system improvements, including furnishing and installation of catch basins, frame and grate, storm water manholes, piping, plugs, French drains, exfiltration trenches, tidal valves, swales regrades, retention area, pipe lining, pervious pavements and appurtenances within the City of Hollywood service area, as well as any collateral damages, including but not limited to, pavement restoration, sod restoration and related restoration services in a competent, timely and professional manner. The CONTRACTOR shall perform work in accordance with all required permits.

- D. Dewatering activities and bypass pumping that may be required for installations are the responsibility of the Contractor. Discharge of dewatering liquids into the City's storm water drainage system is permitted providing the silt is removed via an appropriately sized settling box and returned via a filter bag or filter fabric over the return inlet. The return volume shall not exceed the storm water drainage system capacity, cause excess silting/clogging of the existing storm water system, or cause excess turbidity level in receiving waters. If silts/materials are deposited in the drainage system due to dewater activities, the contractor must remove the deposited materials at no additional cost to the City. Discharge of liquids generated by de-watering activities directly to bodies of water is not permitted.
- E. All Work shall be completed in accordance with the requirements of the solicitation documents, the City of Hollywood Public Utilities Department "Standard Details, Specifications Policies and Procedures for Water Distribution and Sewage Collection", all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration of the U.S. Department of Labor (OSHA), including all costs of permits and cost of regulatory compliance.
- F. It is the intent of the CITY to obtain complete and working installations under this contract and any items of labor, materials, services or equipment, which may be reasonably be assumed as necessary to accomplish this end, should be supplied whether or not specifically or described herein. Maintenance of the existing utility systems is mandated throughout the construction period.
- G. Upon receipt of any work order, the CONTRACTOR shall evaluate the work site and determine whether any foreseeable item of expense is not covered by a pay item under this contract. If the CONTRACTOR determines that any foreseeable item of expense is not covered by a pay item under this contract, the CONTRACTOR shall notify the CITY of this fact prior to initiation of the associated work and shall await authorization to proceed. In the event that no such prior notification is made and no such prior authorization is received, the CONTRACTOR will not be paid for the expense(s) in question. No after-the-fact change orders will be considered or approved.
- H. The CONTRACTOR shall perform all work in strict accordance with all applicable OSHA Standards. Particular attention is drawn to those safety requirements involving man entry in confined spaces. Prior to entering manholes and other confined spaces, the atmosphere shall be evaluated by the CONTRACTOR to determine the presence of toxic, flammable or explosive vapors or lack of oxygen in accordance with local, state, or federal safety regulations. CONTRACTOR shall follow all procedures outlined by OSHA's Confined Space Entry requirements.
- I. CONTRACTOR shall provide CITY with copies of supporting documentation, including written reports, permits, regulatory closeout documents and record drawings for each service performed under this contract.
- J. The CONTRACTOR shall warrant to the CITY that the equipment used on this Contract where covered by patents or license agreements is furnished in accordance with such agreements and that the prices included herein cover all applicable royalties and fees in accordance with such license agreements. The CONTRACTOR shall defend, indemnify

and hold the CITY harmless from and against any and all costs, loss, damage or expense arising out of or in any way connected with any claim of infringement of patent, trademark or violation of license agreement.

1.03 WORK BY OTHERS

- A. The CONTRACTOR shall cooperate fully with all utility forces of the CITY, or other public or private agencies engaged in the relocation, altering, or otherwise rearranging any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or rearranging of facilities.
- B. The CONTRACTOR'S attention is directed to the fact that work will be conducted at the site by other contractors during the performance of the work under this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- C. When two or more contracts are being executed at one time on the same or adjacent land in such manner that Work on one contract may interfere with that on another, the CITY shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contractor, such privilege of access or any other reasonable privilege may be granted by the CITY to CONTRACTOR. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage.

1.04 LOCATION OF THE PROJECT

- A. The project is located Citywide.

1.05 CONTRACTOR FURNISHED MATERIAL AND EQUIPMENT

- A. All equipment, materials, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five (5) years. Procedures and additional requirements regarding manufacturer's experience and substitutions are included in Section 01300 - Submittals.

1.09 FIELD LAYOUT OF WORK

- A. All work under this Contract shall be constructed in accordance with the requirements of each Work Order or as directed by the CITY. Elevations of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately

accomplishing the stake-out survey shall be referred immediately to the CITY for interpretation or correction.

- B. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense.
- C. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with benchmarks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the CONTRACTOR shall develop and make all detail surveys necessary for construction. The CITY will furnish information and location of existing benchmarks.
- D. The CONTRACTOR shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by the CONTRACTOR or resulting from his negligence, he shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the CONTRACTOR; and all reference ties recorded therefore shall be furnished to the CITY. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.
- F. The CITY may check all or any portion of the work, and the CONTRACTOR shall afford all necessary assistance to the CITY in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR and he shall accept all responsibility for the accuracy and completeness of his work.

1.05 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations and field offices as applicable. Off-site storage of materials, if required, shall be arranged for by the CONTRACTOR and a copy of an agreement for use of other property shall be furnished to the CITY.

1.06 CITY USE OF THE PROJECT SITE

- A. The CITY may utilize all or part of the existing facilities during the entire period of construction for the conduct of the CITY's normal operations. The CONTRACTOR shall cooperate with the CITY to minimize interference with the CONTRACTOR's operations and to facilitate the CITY's operations.

1.07 PARTIAL UTILIZATION OF THE WORK BY CITY

- A. The CONTRACTOR is hereby advised that the CITY may accept the responsibility for the maintenance and protection of a specific portion of the project if utilized prior to completion. However, the CONTRACTOR shall retain full responsibility for satisfactory operation of the total project

1.09 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, river 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 any 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.
- B. CONTRACTOR shall also take 4" x 6" color photographs and video tapes to document pre-existing above-ground conditions and shall provide the CITY with a set of photographs, negatives and video tapes. These photographs and tapes may be used for purposes of restoration documentation. Digital photographs supplied on a CD are also acceptable.

1.10 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.
- B. No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in Paragraph A.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01025 – BASIS OF PAYMENT

PART 1 -- GENERAL

1.01 SCOPE OF WORK

- A. Payments to the CONTRACTOR shall be made on the basis of the bid items listed on the Bid Form 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 Bid Form include full compensation for overhead and profit, 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 details and specified herein. The Basis of Payment for an item at the price shown in the Bid Form shall be in accordance with its description of the item in this Section and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents. The items listed below, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, underground utility locating, maintenance of traffic, site preparation, removal of waste, site cleanup, watchmen, bonds, insurance, mobilization, demobilization, and any other requirements of the General Conditions and Bidding and Contract Requirements. Compensation for all such services, equipment and materials shall be included in the prices stipulated for the unit pay items listed herein.
- C. In the event that repairs to laterals, mains, manholes, force mains, utilities, or any other public or private property are required due to damage caused by the CONTRACTOR's operations, the CONTRACTOR shall provide and employ all necessary labor, equipment, and materials, at no additional cost, to complete such repairs in accordance with applicable provisions of these specifications. This shall include but not be limited to materials for repair, if required, including pipe, fittings and specials, pipe bedding, and materials for surface restoration; transportation and handling costs delivered to the work site; any bypass pumping; providing provisional sewers to maintain service; complying with the State of Florida Trench Safety Act, including shoring; removal, transportation and disposal of existing sewer excavation; supporting and protecting existing utilities as required; dewatering; sheeting and shoring, if necessary; furnishing and installing replacement pipe, fittings and repair couplings; unloading material and placing it in the trench; cutting pipe; furnishing and installing joint materials including lubricant; making all connections within the lines to existing sewers, laterals and structures; placing and compacting bedding and backfill; furnishing and installing additional suitable backfill material, if required; furnishing all materials and equipment required to clean and test the sewer; cleaning and testing the sewer; temporary paving installation and removal; permanent paving replacement; replacement of pavement markings as existed before repair; replacing utilities, catch basins, manholes, trees, grass, shrubs, mail boxes, sprinkler systems, concrete or rock bed driveways, sidewalk and all other similar items, to original locations

SECTION 01025- 1 – BASIS OF PAYMENT

and to equal or better than original conditions; obtaining and paying for any necessary permits; satisfying all requirements of the permits, and all other appurtenant and miscellaneous items and work including final cleanup

- D. Unless otherwise specifically stated elsewhere herein, the CONTRACTOR shall include in the prices bid all materials, electrical supply, fuel, lubricants, temporary equipment, temporary wiring, temporary piping and fittings, pumps, gages, and all other items of whatever nature required to completely test, balance, disinfect if required, and put into fully operational condition all equipment and/or systems supplied by either the CITY or the CONTRACTOR and installed as a part of this Project. Further, any test materials supplied by the CONTRACTOR shall be completely satisfactory to the CITY. Any decision as to whether a particular material is suitable for test purposes shall be at the sole discretion of the Engineer whose decision shall be final. Any material considered not suitable shall be immediately replaced by the CONTRACTOR with suitable material and no extra compensation will be allowed.
- E. The Basis of Payment for an item at the price shown in the Bid Form shall be in accordance with its description of the item in this Section and as related to the work specified in the standard details and specifications. Unit prices where used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.
- F. CONTRACTOR'S attention is called to the fact that the quotations for the various items of work are intended to obtain a complete and working installation under this Contract, 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. Should the CONTRACTOR feel that the cost of any item of work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that work in the Bid Item that most closely associates with that work so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.04 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 Bid Form as described in Section V, unless otherwise specified. The CITY will witness all field measurements.
- B. The quantities stated in the Bid Form are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the Project. The CITY does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Bid Form; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the CITY as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

SECTION 01025- 2 – BASIS OF PAYMENT

1.05 PAYMENT ITEMS

For purposes of describing items appearing in the Proposal Bid Form, pricing for each item shall include work and components described below. For all pay items not detailed below (Pay Item 7 to 126), Contractor shall reference the Florida Department of Transportation (FDOT) Basis of Estimate, current pay item in latest edition for pay item descriptions:

<https://fdotewp1.dot.state.fl.us/designquantitiesandestimates/#/boe>

- A. Items 1 to 4 – Mobilization for Routine Work: Payment shall be at the unit price bid, per mobilization performed, provided in the Bid Proposal and shall include full compensation for all additional labor, materials, equipment and incidentals required to complete mobilization and demobilization for a routine work order, if so requested by the CITY, in association with any other work under this contract. Payment shall be per mobilization performed based on the value of the work order as per the Proposal Bid Form not to exceed the specified percentages. Costs are provided for bid purposes only.
- B. Items 5 to 6 – Expedited Mobilization (within 24 hours of request): Payment shall be at the unit price bid, per mobilization and demobilization performed, provided in the Bid Proposal and shall include full compensation for all additional labor, materials, equipment and incidentals required to complete project for which mobilization is required within 24 hours, if so requested by the CITY, in association with any other work under this contract. Payment shall be per mobilization performed based on the value of the work order as per the Proposal Bid Form not to exceed the specified percentages. Costs are provided for bid purposes only.
- C. Item 127 – Furnish and Install Light Tower with Power Source, AMIDA/TEREX AL4000 or Equivalent: The unit price bid of this item includes full compensation for all work including, all labor and material necessary to properly furnish and install a light source, operate as needed, and remove after use. Payment shall be based upon the actual number of days the light source was installed, all in accordance with the requirements of the Contract Documents.
- D. Items 128 – FDOT Certified Flag Person: The unit price bid of this item includes full compensation for all work performed by a certified FDOT flagman. Payment shall be based on the actual number of hours for which work was performed, all in accordance with the requirements of the Contract Documents. Proof of certification must be provided to CITY Project Manager.
- E. Item No. 129 – Furnish and Install Orange Plastic Mesh and Post: Payment for all labor, equipment and material for all work necessary and required to furnish and install orange mesh and post, will be based on the actual number of linear feet installed, all in accordance with the requirements of the Contract .
- F. Items 130 to 131 – Furnish and Install Steel Traffic Plates for up to 12-Inch Lanes: Payment for all labor, equipment and material for all work necessary and required to furnish and install 8'x10' to 8'x20' steel traffic plates, will be based on daily / weekly rates provided in the Bid Form, all in accordance with the requirements of the Contract Documents. The steel traffic plates must be able to withstand H-20 traffic loads, meet ASTM A36 grade steel requirements, and when installed, must extend a minimum of 12-inches beyond the edges of the excavation all in accordance with any local and State regulatory guidelines, including the Florida Department of Transportation. This item includes steel pins and temporary asphalt/plastic transition ramps.

SECTION 01025- 3 – BASIS OF PAYMENT

- G. Item 132 – Survey Field Work by Crew: The unit price bid of this item includes full compensation for all work performed by a survey crew, including but not limited to, boundary and topographic surveys, staking out utility locations and/or as-builts. It shall be noted that layout, staking, construction surveying, data collection, and as-built drawing preparation and certification is required on all pipe and structure installation work and is considered incidental to the work being performed under each Task Order and no other payment will be made for such incidental work. This pay item is intended for survey work and drawings that are outside the scope of work of an approved Task Order.
- H. Item 133 – Utility Locating and Excavation Test Hole in Green Areas: The unit price bid of this item includes full compensation for all labor, equipment and material necessary to perform utility locating and excavation test hole in green areas. This work shall be measured and paid at the unit price per each excavation test hole, as per the Contract Documents. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.
- I. Item 134 – Utility Locating and Excavation Test Hole in Pavement Areas: The unit price bid of this item includes full compensation for all labor, equipment and material necessary to perform utility locating and excavation test hole in pavement areas. This work shall be measured and paid at the unit price per each excavation test hole, as per the Contract Documents. The whole excavation may be hand dug, or equipment may be used to ascertain the horizontal and vertical locations of utility.
- J. Item 135 – Swale Excavation, Grading and Restoration: The unit price bid of this item includes full compensation for all labor, equipment and material necessary to properly complete the swale work per the geometry depicted in engineering plans and specifications. The maximum depth of the swale cannot exceed 36" with side slopes 3:1 or less. This bid item includes the shaping of the swale area and the sod, but does not include additional items like washed rock trench, filter fabric or slope stabilization. Payment will be made at the bid unit price per square yards based on surface area of the finished swale, as per the Contract Documents.
- K. Item 136 – Curb or Curb and Gutter Removal: Payment for all labor, equipment and material for all work necessary and required for the removal of existing concrete curbs and will be paid for at the unit price bid times the number of linear feet of concrete curbs and gutters removed. The price bid shall include, but not be limited to, the following: saw-cutting, removing, hauling, and legally disposing of existing concrete curbs damaged, removed or obliterated by the CONTRACTOR's operation; protecting any existing concrete curbs and gutters to remain; furnishing and installing formwork, concrete, water and admixtures, reinforcing steel, and miscellaneous materials; placing, finishing, curing and protecting the finished concrete surface. Measurement for payment shall be the number of linear feet (LF) lying within the envelope of the utility trench typical section and up to the nearest adjacent control joints. All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.
- L. Item 137 – Paver Block Removal: The unit price bid of this item includes full compensation for all labor, equipment and material necessary to complete all the work of removal and legal disposal of pavers and the underlying support layer. Concrete paver band removal shall be invoiced as curb and gutter removal. Payment will be made at the bid unit price per square feet based on surface area of the paver block area removed, as per the Contract Documents.
- M. Item 138 – Removal and Disposal of Unsuitable, Non-Contaminated Materials: The unit price bid of this item includes full compensation for all labor, equipment and material necessary for the proper removal and legal disposal of unsuitable materials not covered under other pay items. This pay item also includes the removal and legal disposal of miscellaneous utility infrastructure items which are

SECTION 01025- 4 – BASIS OF PAYMENT

not specifically addressed in the line items of this contract. Payment will be made at the bid unit price per cubic yard of material moved and disposed, as per the Contract Documents.

- N. Item 139 – Storm / Sanitary Structure Removal: The unit price bid of these items include full compensation for all labor, equipment and material necessary for the proper removal and disposal of structure less than 7 feet in diameter or square equivalent. In addition to the structure itself, this item shall include the removal and disposal of all bedding, frames, grates appurtenances that are part of the structure. For larger structures, the pass thru item may be used. Payment will be made at the bid unit price per each storm/sanitary structure removed, as per the Contract Documents.
- O. Item 140 – Limerock Removal and Disposal Up to A Maximum Depth of 8-Inches: The unit price bid of these items include full compensation for all labor, equipment and materials necessary for the proper removal and disposal of limerock up to 8" thick. This item does not include the removal of asphalt or other substrate layers. If the limerock thickness being removed exceeds 8", the remaining material removal shall be invoiced on a prorated basis. Payment will be made at the bid unit price per square yard limerock removed and disposed, as per the Contract Documents.
- P. Items 141 – Furnish and Install Temporary Cold Patch Asphalt: The unit price bid of these items include full compensation for all labor, equipment and materials necessary for the placement and removal of cold patch asphalt for temporary applications. Payment will be made at the bid unit price per cubic feet of cold patch asphalt installed, as per the Contract Documents.
- Q. Items 142 – ADA Ramp: The unit price bid of this item includes full compensation for all labor, equipment and materials required for the furnishing and installation of ADA compliant ramps. Item includes detectable warning surface. Ramp must conform to FDOT Design Standards Index #300 and #304 or variation approved by the City Project Manager. Ramp size area shall not exceed 100 SF. Any area beyond the 100 SF, will be invoiced per the 6" thick concrete sidewalk pay item (FDOT #522-2)
- R. Items 143 to 160 – Furnish and Install Catch Basins, / Manholes /ADS Drains/Trench Drains: The unit price bid of these items include full compensation for all the labor, materials and equipment necessary to place the structure in the ground, including but not limited to, gravel for the base, frame and grates and the usage of a trench box, sheeting and/or dewatering pumps during the installation as described under the referenced pay item regardless of the type of structure. Sodding, landscaping and pavement restoration will be paid under separate items. The manhole frames and covers must have the City of Hollywood Logo embossed, per the City's Standard detail.
- S. Items 161 and 162 – Furnish and Install Pipe Culvert: The unit price bid of these items include full compensation for all labor, materials and equipment required for work described in the referenced FDOT pay items, including but not limited to pipe bedding, and the usage of a trench box, sheeting and backfilling the trench. Pipe material is to be selected by the City Project Manager depending on the field conditions. Dewatering activities, sodding, landscaping and asphalt/concrete/paver pavement restoration will be paid under separate items. Payment will be made at the bid unit price per linear feet of pipe culvert installed, as per the Contract Documents.
- T. Item 163 – Furnish and Install French Drain (Less than 12-Inches): The unit price bid of this item includes full compensation for all labor, materials and equipment needed to furnish and install the French drain system less than 12 -inches per the specifications described in the referenced FDOT pay items (#433-70-3/4). This price must include the perforated/slotted pipe, RCP or optional

SECTION 01025- 5 – BASIS OF PAYMENT

material, filter fabric, #57 washed rock trench not to exceed maximum 5' width and 6' depth. Payment will be made at the bid unit price per linear feet of French drain installed, as per the Contract Documents.

- U. Item 164 – Furnish and Install French Drain Aggregate: The unit price bid of this item includes full compensation for all labor, materials and equipment needed to furnish and install additional ballast rock French drain aggregate consisting of #57 washed rock. Payment will be made at the bid unit price per cubic yard of French drain installed, as per the Contract Documents.
- V. Items 165 to 167 – Well Point Dewatering System: The unit price bid of these items includes full compensation for all labor, material and equipment necessary to install and successfully operate the well point dewatering system, including but not limited to sheet piling, well points, pump and settlement box, if necessary. The line item must cover different sized pit excavations as required to install the stormwater infrastructure. Payment will be made at the bid unit price per each day the well point is operated, as per the Contract Documents.
- W. Items 168 to 170 – Well Point Dewatering System: The unit price bid of these items includes full compensation for all labor, material and equipment necessary to install and successfully operate the bypass pump for dewatering purposes. Payment will be made at the bid unit price per each day the bypass pumping system is operated, as per the Contract Documents.
- X. Items 171 to 175 – Drainage Line Plugs: The unit price bid of these items includes full compensation for all labor, material and equipment necessary to install and remove a drainage line plug. The type of plug and material will be left to the Contractor's discretion as long as it provides a proper seal with no leaks and as approved by the CITY Project Manager. Payment will be made at the bid unit price per each line plug installed, as per the Contract Documents.
- Y. Items 176 to 181 – Fencing and Gates: The unit price bid of these items includes full compensation for all labor, material and equipment necessary to furnish and install standard fence types per the local Building Department Codes of Municipalities. This line item does not cover removal of the old fence, landscape and hardscape elements, these can be invoiced as their respective line items. Payment will be made at the bid unit price per linear feet of fence installed, as per the Contract Documents.
- Z. Items 182 to 186 – Labor Cost for Routine Work, Not Included in Other Bid Items: Payment for all labor required to perform work, not included in other bid items, shall be based upon actual hours of labor service times the bid unit price per hour provided in the Bid Proposal. The price shall include full compensation for furnishing transportation, labor, materials, equipment, tests, estimates, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Documents. ENGINEER OR ENGINEER REPRESENTATIVE must review and approve all crew.
- AA. Items 187 to 195 – Equipment Cost for Routine Work, Not Included in Other Bid Items: Payment for additional equipment required to perform work shall be based upon actual days of running time at the job site with operator times the bid unit price per day provided in the Bid Proposal. The price shall include full compensation for furnishing transportation, labor, materials, equipment, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Document. CONTRACTOR shall keep the CITY informed of all time periods their equipment works on a project approved under this item. ENGINEER OR ENGINEER REPRESENTATIVE must review and approve all crew.

SECTION 01025- 6 – BASIS OF PAYMENT

- BB. Items 196 to 198 – Pollutant Retardant Baffle with Cleanout Access: The unit price bid of these items includes full compensation for all labor and material necessary to install the skimmer. Payment will be made at the bid unit price per each baffle installed, as per the Contract Documents.
- CC. Items 199 to 209 – Inline Tidal Check Valve: WASTOP or Approved Equal: The unit price bid of this item includes full compensation for all labor, materials and equipment required to furnish and install wastop check valve, including fittings. Work shall also include excavation, grading, removal, and disposal of soil and debris and all other necessary appurtenances per City and manufacturer's specifications. See www.wapro.com for latest Wastop inline valve details and specifications.
- DD. Items 210 to 214 – Aluminum Manatee Grate: The unit price bid of these items includes full compensation for all labor and material necessary to install the manatee grate. Payment will be made at the bid unit price per each aluminum grate installed, as per the Contract Documents.
- EE. Items 215 to 220 – Core Drill Existing Seawall Outfalls: The unit price bid of these items includes full compensation for all labor and material necessary to core drill new drainage outfalls in existing seawalls. This item also covers enlarging existing outfalls to accommodate larger diameter pipes and grouting associated with the work to ensure a watertight seal between the pipe and the seawall. Payment will be made at the bid unit price per each core drill, as per the Contract Documents.
- FF. Line Items 221 to 227 – Pipe Bursting: The unit price bid of these items includes full compensation for all labor and material necessary to install new HDPE pipe by pipe bursting mechanism replacing existing broken pipe, including, but not limited to, contractor to perform CCTV of existing piping condition and post-construction condition, soil boring tests to find out the soil conditions, selection of machinery, unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, pipe laying, core drilling concrete seawalls or catch basins, connecting new pipe to existing catch basins, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers, compliance with Florida Safety Act (90-96, Laws of Florida), and all other necessary appurtenances. Payment will be made at the bid unit price per linear feet of pipe installed by pipe bursting, as per the Contract Documents.
- GG. Item 228 – Directional Bore: The unit price bid of the item includes full compensation for all labor and material necessary to properly install new HDPE pipe by directional boring mechanism replacing existing broken pipe, including, but not limited to, CONTRACTOR to perform CCTV of existing piping condition and post-construction condition, soil boring tests to find out the soil conditions, selection of machinery, unloading, stringing, excavating, dewatering, removal and disposal of unsuitable materials, bedding, pipe laying, core drilling concrete seawalls or catch basins, connecting new pipe to existing catch basins, backfilling, compacting, restoring project area back to original condition or better, including adjustments of valves, rims, covers, compliance with Florida Safety Act (90-96, Laws of Florida), and all other necessary appurtenances. Payment will be made at the bid unit price per linear feet of pipe installed by directional bore, as per the Contract Documents.
- HH. Item 229 – Furnish and Install Fertilizer: The unit price bid of this item includes full compensation for all work, labor, material, and equipment necessary for placement of fertilizer in compliance with Section 982 of the FDOT Standard Specifications. Payment will be made at the bid unit price per 40lb bag of fertilizer placed, as per the Contract Documents.
- II. Item 230 – Furnish and Install Root Barrier: The unit price bid of this item includes full compensation for all work, labor, material, and equipment required to furnish and install a 2-foot tall, high density polyethylene root barrier. Trench work must also be included in the unit price for this

SECTION 01025- 7 – BASIS OF PAYMENT

item. Payment will be made at the bid unit price per linear feet of root barrier installed, as per the Contract Documents.

JJ. Items 231 to 235 – Tree Removal: The unit price bid of these items includes full compensation for all work, labor, equipment, and material required for the tree removal in its entirety. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the plant removal operation such as, all tree trunks, limbs, leaves, twigs, sawdust and chips. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Removal and/or treatment of any existing beehives, wasps, hornets, or other hazardous pests within the tree.
- Utility location.
- Stumps and all visible surface roots shall be mechanically ground out to a minimum depth of 8 inches below the surrounding grade. For locations where sidewalk and curb exist, the surrounding grade shall be established by means of an imaginary line extending from the top of the curb to the street side edge. All excess stump chips shall be physically removed from the sites. Sufficient stump chips shall be left on site to fill the resulting depression slightly above the surrounding grade (to allow for some settlement).

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements. Payment will be made at the bid unit price per each tree planted, as per the Contract Documents.

KK. Items 236 to 239 – Stump Grinding / Removal: The unit price bid of these items include full compensation for work, labor, material, and equipment required to remove the tree stump in its entirety either by pulling or grinding it out. Unit price also must include:

- Any required excavation activities.
- Daily clean up and disposal of the plant material and any other incidental materials created during the stump removal operation. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.
- Grading of the landscaping area from which the stump was removed.
- Utility location.

All work shall be in compliance with ANSI A300 and Z133.1 Standards, city ordinances, and permit requirements. Payment will be made at the bid unit price per each tree stump removed, as per the Contract Documents.

SECTION 01025- 8 – BASIS OF PAYMENT

- LL. Item 240 – Furnish and Install Sod: Payment for all labor, equipment and material for all work necessary and required for sod replacement will be paid for at the unit price bid and shall provide full compensation for all work including, but not limited to, furnishing all labor, equipment and material required for replacing sod removed or damaged under this Contract. Payment will only be made if sodded areas are encountered within the "Limits of Construction" as described herein. Measurement of payment shall be the number of square yard actually removed and replaced within the Limits of Construction. All other replacement due to removal or damage as a result of the CONTRACTOR's operation shall be at the CONTRACTOR's expense.
- MM. Items 241 to 244 – Hedge / Tree / Palm Replacement: The unit price bid of these includes full compensation for work, labor, material, and equipment required to install the landscape bid item, species and height. The price must include two (2) weeks of watering as need. Payment will be made at the bid unit price per each hedge/tree/palm replaced, as per the Contract Documents.

1.08 ALLOWANCES

- NN. Item 245 – Cost Allowance for Permits, Licenses and Fees: The allowance indicated for this item is to pay for all permits, licenses and other fees required of the CONTRACTOR from the various agencies having jurisdiction for construction of the project. The allowance shown on the Bid Proposal is an estimate of fees required. Payment will be based on the actual permit, license or fee paid directly to agency, documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration and other costs involved in obtaining permits or licenses or paying fees. Fees specifically excluded from this allowance include but are not limited to re-inspection fees and expired permit fees. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- OO. Item 246 – Testing Allowance: This allowance shall be used to pay for the first round of field and laboratory tests performed on finished compacted backfill, subgrade and limerock base as required by the Specifications. The tests shall be performed by an independent testing laboratory selected by the CITY. Should any test(s) fail, subsequent tests shall be performed by the same testing laboratory and paid for by the CONTRACTOR at no additional cost to the Contract.
- PP. Item 247– Owner Allowance: Included in this allowance is work associated with undefined conditions or conflicts developing from undefined conditions incidental to the work done under this contract. 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.
- QQ. Item 248 – Consideration for Indemnification in Accordance with the Supplementary General Conditions: 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.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

SECTION 01025- 9 – BASIS OF PAYMENT

- END OF SECTION –

SECTION 01025- 10 – BASIS OF PAYMENT

SECTION 01090

APPLICABLE STANDARDS AND CODES

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. Wherever references are made in these specifications to any published standards, codes, standard specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. References shall be to the latest versions currently in effect, unless otherwise specified by the City and/or Engineer. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.
- B. The following is a partial list of typical abbreviations which may be used in the Specifications, and the organizations to which they refer. Abbreviated titles for other governing standards are used throughout these specifications and, although most of them are widely known, their complete titles are given below to avoid misunderstanding:
 - 1. AAMA - Architectural Aluminum Manufacturer's Association
 - 2. AASHTO - American Association of the State Highway and
 - 3. ACI - American Concrete Institute
 - 4. ACI - American Concrete Institute
 - 5. ACIFS - American Cast Iron Flange Standards
 - 6. ACOE - Army Corps of Engineers
 - 7. ACPA - American Concrete Pipe Association
 - 8. AFBMA - Anti-Friction Bearing Manufacturer's Association
 - 9. AGMA - American Gear Manufacturer's Association
 - 10. AGA - American Gas Association
 - 11. AGMA - American Gear Manufacturers Association
 - 12. AHGDA - American Hot Dip Galvanizers Association
 - 13. AI - The Asphalt Institute
 - 14. AIA - American Institute of Architects
 - 15. AISC - American Institute of Steel Construction

16. AISI - American Iron and Steel Institute
17. AITC - American Institute of Timber Construction
18. AMCA - Air Moving and Conditioning Association
19. ANSI - American National Standards Institute, Inc.
20. APA - American Plywood Association
21. API - American Petroleum Institute
22. APHA - American Public Health Association
23. APWA - American Public Works Association
24. ASA - Acoustical Society of America
25. ASAE - American Society of Agriculture Engineers
26. ASCE - American Society of Civil Engineers
27. ASHRAE - American Society of Heating, Refrigerating, and Air-Conditioning Engineers
28. ASLE - American Society of Lubricating Engineers
29. ASME - American Society of Mechanical Engineers
30. ASMM - Architectural Sheet Metal Manual
31. ASSE - American Society of Sanitary Engineers
32. ASTM - American Society for Testing and Materials
33. AWI - Architectural Woodwork Institute
34. AWPA - American Wood Preservers Association
35. AWPI - American Wood Preservers Institute
36. AWS - American Welding Society
37. AWWA - American Water Works Association
38. BCEPGMD - Broward County Environmental Protection and Growth Management Department (formerly BCEPD)
39. BCHD - Broward County Health Department
40. BHMA - Builders Hardware Manufacturer's Association
41. CMA - Concrete Masonry Association
42. CRSI - Concrete Reinforcing Steel Institute
43. CSA - Canadian Standards Association
44. DHI - Door and Hardware Institute

45. DIPRA - Ductile Iron Pipe Research Association
46. EIA - Electronic Industries Association
47. ETL - Electrical Test Laboratories
48. FBC - Florida Building Code
49. FDEP - Florida Department of Environmental Protection
50. FDOT - Florida Department of Transportation
51. FS - Federal Specifications
52. ICEA - Insulated Cable Engineers Association
53. IEEE - Institute of Electrical and Electronics Engineers
54. IES - Illuminating Engineering Society
55. IPCEA - Insulated Power Cable Engineers Association
56. ISA - Instrument Systems and Automation
57. ISO - International Organization for Standardization
58. MBMA - Metal Building Manufacturers Association
59. MMA - Monorail Manufacturers Association
60. MTI - Marine Testing Institute
61. NAAMM - National Association of Architectural Metal Manufacturers
62. NACE - National Association of Corrosion Engineers
63. NBS - National Bureau of Standards
64. NCPI - National Clay Pipe Institute
65. NEC - National Electrical Code
66. NEMA - National Electrical Manufacturer's Association
67. NFPA - National Fire Protection Association
68. NLMA - National Lumber Manufacturers Association
69. NIOSH - National Institute of Occupational Safety and Health
70. NIST - National Institute of Standards and Testing
71. NRCA - National Roofing Contractors Association
72. NSF - National Science Foundation
73. OSHA - Occupational Safety and Health Administration
74. PCA - Portland Cement Association
75. SMACCNNA - Sheet Metal and Air Conditioning Contractors National Association

- 76. SAE - Society of Automotive Engineers Standards
- 77. SHBI - Steel Heating Boiler Institute
- 78. SMACCNA - Sheet Metal and Air Conditioning Contractors National Association
- 79. SSPC - Steel Structures Painting Council
- 80. SSPWC - Standard Specifications for Public Works Construction
- 81. SFWMD - South Florida Water Management District
- 82. 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>
4	Construction schedule
4	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
5	Final Record Drawings

*Unless otherwise required in the specific Section where requested.

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, notwithstanding 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

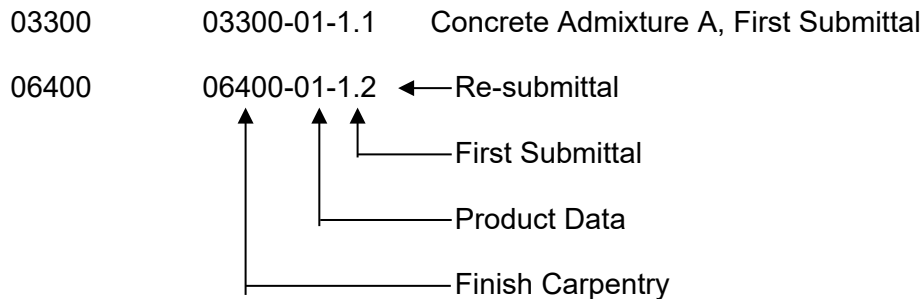
- 1. Package ID: The package number will reflect the CSI (specification) section number as it appears in the specifications.
- 2. Subgroup ID: The submittal number will include the CSI number followed by two additional codes. The first will define the type of submittal as follows:

- 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>



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 be 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. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall finalize and deliver a complete set of final 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 Final 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 Final Record Drawings as a result.
- F. The information submitted by the Contractor in the Final Record Drawings shall be certified by a land surveyor registered in the State of Florida. For clarity, Final Record Drawings need to be redrawn and clearly labeled as "Record Drawings". Notations indicated in the drawings shall be legible and printed in black ink. No handwritten notes are allowed.
- G. Final payment will not be acted upon until the Engineer certifies the record drawings as required by the agencies having jurisdiction. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information.
- H. All final record drawings shall be certified by the Engineer of Record. Such certification shall evidence that Engineer has reviewed the information, finds it in substantial accordance with the design; and where deviations from the design exist, that said deviations are not to the detriment of the system. Engineer's certification shall read as follows:

"I HEREBY NOTIFY THE OWNER OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE WATER, SEWER AND STORMWATER FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE AGENCIES HAVING JURISDICTION"

- I. The Contractor shall submit all electronic media files of the paving, grading, water, sewer and drainage plans, reports, other supporting information, and the final version of as-built drawings shall be submitted to the Engineer's office. The information provided shall contain an index file with a brief description of the electronic filing contents, and shall be labeled with project name, company name, and point of contact. Documents and spreadsheets shall be submitted in either MS Word, Word Perfect, Excel, Lotus, or other format approved by the Engineer. Drawings shall be submitted in AutoCAD, MicroStation, or other format approved by the Engineer.
- J. Final Record Drawings submitted to the City as part of the project acceptance shall contain at least the following information:
 1. Drawings shall be legibly marked to record actual construction.
 2. Drawings shall show actual location of all underground and above ground water and wastewater, stormwater piping and related appurtenances. All changes to piping location including horizontal and vertical locations of utilities and appurtenances shall be clearly shown and referenced to permanent surface improvements. Drawings shall also show actual installed pipe material, class, etc. Profile sheets shall be updated to include all field measurements and elevations taken during construction.
 3. Drawings shall clearly show all field changes of dimension and detail including changes made by field order or by change order.
 4. Drawings shall clearly show all details not on original contract drawings but constructed in the field. All equipment and piping relocation shall be clearly shown.
 5. Location of all manholes, hydrants, tees, reducers, crosses, valves, and valve boxes shall be shown. All tees, reducers, crosses, and valves shall be referenced from at least two (2) and preferably three (3) permanent points such as building corners and roadway intersections.
 6. Dimensions between all manholes shall be field verified and shown. The rim, inverts and grade elevations of all manholes shall be shown.

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.

1.11 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.

Part 2 - PRODUCTS (Not Used)

Part 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01400

TESTING AND INSPECTION

PART 1 -- GENERAL

- A. All testing and inspection will be in accordance with Article 12 of the General Conditions (Attachment B).
- B. The work or actions of the testing laboratory shall in no way relieve the CONTRACTOR of his obligations under the Contract. The laboratory testing work will include such inspections and testing required by the Contract Document, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform or approve any of the CONTRACTOR'S work.
- C. The CONTRACTOR shall allow the ENGINEER ample time and opportunity for testing materials and equipment to be used in the work. He shall advise the ENGINEER promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The CONTRACTOR shall at all times furnish the ENGINEER and his representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. The CONTRACTOR must anticipate that possible delays may be caused him in the execution of his work due to the necessity of materials and equipment being inspected and accepted for use. The CONTRACTOR shall furnish, at his own expense, all samples of materials required by the ENGINEER for testing, and shall make his own arrangement for providing water, electric power, or fuel for the various inspections and tests of structures and equipment. As a minimum, 24-hours advance written notice shall be provided by the CONTRACTOR for rebar, structural and similar inspections by the ENGINEER. The amount of time required for advance written notice by the CONTRACTOR to the ENGINEER for other inspections depends upon other factors and shall be solely at the ENGINEER's discretion.
- D. The CONTRACTOR shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other sections of the Specifications. The CONTRACTOR shall also place his orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish to the CITY the certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the CONTRACTOR, unless specified otherwise in the section which covers a particular piece of equipment.
- E. The CITY will bear the cost of all additional tests, inspections, or investigations undertaken by the order of the ENGINEER for the purpose of determining conformance with the Contract Documents if such test, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the ENGINEER as a result of such test, inspections, or investigations, the CONTRACTOR shall bear the full cost thereof or shall reimburse the CITY for said cost. The cost of any additional tests and investigations, which are ordered by the ENGINEER to ascertain subsequent conformance with the Contract Documents, shall be borne by the CONTRACTOR.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01410

CONTRACTOR'S HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. This Section describes CONTRACTOR's responsibilities for a written site-specific health and safety plan (SSHP). CONTRACTOR shall conduct all construction activities in a safe manner so as not to result in:
 - a. injuries to employees, Subcontractors or other persons with an interest at or near the Site;
 - b. employee exposures to health hazards above the occupational limits established by the Occupational Health and Safety Administration (OSHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or the Nuclear Regulatory Commission (NRC);
 - c. exposure of area residents to air contaminants above the levels established for general public exposure by the Environmental Protection Agency (EPA), NRC, or the State in which the Project is located;
 - d. significant increases in the levels of contaminants in soil, water, or sediment near the Site; or
 - e. violations of OSHA, or other Laws or Regulations.
- B. Any disregard of the provisions of the SSHP may, without limitation, be deemed just and sufficient reason for termination of CONTRACTOR's services for cause.

1.2 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Engage an industrial hygienist certified by the American Board of Industrial Hygiene or a safety professional certified by the Board of Certified Safety Professionals to prepare or supervise the preparation of the SSHP.
 - 2. Submit qualifications along with SSHP.
- B. Regulatory Requirements: CONTRACTOR's health and safety practices shall follow the standards and guidelines established in the following:
 - 1. 29 CFR 1904, OSHA, Record Keeping.
 - 2. 29 CFR 1910, OSHA, General Industry Standards.
 - 3. 29 CFR 1926, OSHA, Construction Industry Standards.
 - 4. 29 CFR 1926.65, OSHA, Hazardous Waste Operations and Emergency Response.
 - 5. 49 CFR 171.8, DOT, Hazardous Materials in Transport.
 - 6. 40 CFR Parts 261.3, 264 and 265, EPA, Resource Conservation and Recovery Act.
 - 7. 29 CFR 1910.146, OSHA, Permit-Required Confined Spaces.
 - 8. 29 CFR 1926.1101, OSHA, Asbestos

1.3 SUBMITTALS

- A. Submit to ENGINEER the following:
 - 1. CONTRACTOR's SSHP.
 - 2. Qualifications of industrial hygienist or safety professional.
 - 3. Health and safety reports.
 - 4. Accident reports.

PART 2 - GENERAL

2.1 GENERAL PROVISIONS

- A. Submit SSHP to ENGINEER one week prior to the Preconstruction Conference, or 30 days prior to planned mobilization at the Site, whichever is sooner.
- B. The SSHP shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of the SSHP.
- C. ENGINEER will review and either accept or return for revision CONTRACTOR's SSHP in accordance with the Schedule of Submittals acceptable to ENGINEER. ENGINEER's review and acceptance will be only to determine if the topics covered by the SSHP conform to the Contract Documents.
- D. ENGINEER's review and acceptance will not extend to means, methods, techniques, procedures of construction, or to whether the representations made in the SSHP comply with regulatory standards or standards of good practice.
- E. At the time of submittal, CONTRACTOR shall give ENGINEER specific written notice of variations, if any, that the SSHP may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the submittal; and, in addition, by a specific notation made on each submittal to ENGINEER for review and acceptance of each such variation.
- F. No Work shall be performed on the Site until the written SSHP has been accepted by the ENGINEER.
- G. Notwithstanding any other provision of the Contract Documents, extensions to the Contract Times will not be granted if caused by undue delay by CONTRACTOR in developing or revising the SSHP.

2.2 WRITTEN HEALTH AND SAFETY PROGRAM

- A.. The SSHP, which shall be kept on the Site, shall address the safety and health hazards of each phase of operations on the Site and include the requirements and procedures for employee protection. The SSHP as a minimum, shall address and include the following:
 - 1. The organizational structure of CONTRACTOR's organization.
 - 2. A comprehensive work plan.
 - 3. A safety and health risk or hazard analysis for each task and operation found in the work plan.
 - 4. Employee training assignments including copies of 40-hour, 24-hour Supervised Field Activities, 8-hour Supervisors, and 8-hour Refresher Training Certificates for all CONTRACTOR's employees assigned to the Project.
 - 5. Personal protective equipment to be used by employees for each of the tasks and operations being conducted. Respirator fit test certificates for all CONTRACTOR employees assigned to the Project.
 - 6. Medical Surveillance Requirements: Medical clearance certificates for all CONTRACTOR's employees assigned to the Project.
 - 7. Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment.

8. Site control measures for purposes, including but not limited to:
 - a. preventing trespassing;
 - b. preventing unqualified or unprotected workers from entering restricted areas;
 - c. preventing tracking of contaminants out of the Site;
 - d. maintaining log of employees on and visitors to the Site;
 - e. delineating hot, cold and support zones;
 - f. locating personnel and equipment decontamination zones; and
 - g. communicating routes of escape and gathering points.
9. Decontamination procedures.
10. An emergency response plan for safe and effective responses to emergencies, including the necessary PPE and other equipment.
11. Confined space entry procedures (if applicable).
12. A spill containment program.

C. Organizational Structure:

1. The organizational structure part of the SSHP shall refer to or incorporate information on the specific chain of command and specify the overall responsibilities of supervisors and employees, and shall include, at a minimum, the following elements:
 - a. designation of a general supervisor who has the responsibility and authority to direct all hazardous waste operations.
 - b. a Site safety and health supervisor who has the responsibility and authority to implement and modify the SSHP and verify compliance.
 - c. all other personnel needed for hazardous waste Site operations and emergency response and their general functions and responsibilities.
 - d. The lines of authority, responsibility, and communication.
2. The organizational structure shall be reviewed and updated as necessary to reflect the current status of Site operations.

D. Work Plan:

1. The comprehensive work plan part of the SSHP shall refer to or incorporate information on the following:
 - a. The tasks and objectives of the Site operations and the logistics and resources required to achieve those tasks and objectives.
 - b. The anticipated activities as well as the CONTRACTOR's normal operating procedures.
 - c. The personnel and equipment requirements for implementing the work plan.

- E. The SSHP shall include procedures that will be used to ensure safe waste handling during the excavating, handling, loading, and transporting activities.

2.3 ACCIDENT REPORTING AND INVESTIGATION

- A. Document all accidents resulting in bodily injury using OSHA 301 form.
- B. Submit copies of completed OSHA 301 forms to the ENGINEER weekly.
- C. Based upon the results of an accident investigation, make modifications to the SSHP by changing tasks or procedures to prevent a recurrence.
- D. Post a copy of CONTRACTOR's OSHA 300A report in a conspicuous place onsite.

2.4 DAILY HEALTH AND SAFETY FIELD REPORTS

- A. Submit to ENGINEER daily health and safety field reports including, but not limited to, weather conditions, delays encountered in construction, and acknowledgment of deficiencies noted along with corrective actions taken on current and previous deficiencies. In addition, the daily health and safety air monitoring results, documentation of instrument calibration, new hazards encountered, and PPE utilized shall be included.
- B. The daily health and safety field reports shall include a description of problems, real or anticipated, encountered during the course of Work that should be brought to the attention of the ENGINEER and notification of deviations from planned Work shown in the previously submitted daily health and safety field report(s).

PART 3 - EXECUTION (Not Used)

- END OF SECTION -

SECTION 01510

TEMPORARY UTILITY SERVICES AND STAGING AREA

PART 1 -- GENERAL

1.01 GENERAL

- A. The CONTRACTOR shall provide for temporary utilities and services for his own operations. These shall include electrical power, water, ventilation, sanitary facilities. 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 (NOT USED)

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 (NOT USED)

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 (NOT USED)

1.03 PROTECTION OF STREET OR ROADWAY MARKERS (NOT USED)

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: 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.
- C. 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. 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.
- F. 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 markings, 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 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

If any tree removal or relocation is required, the CONTRACTOR needs to coordinate with the ENGINEER, accordingly. All required permits related to tree removal are the responsibility of the CONTRACTOR.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01550

SITE ACCESS AND STORAGE

PART 1 – GENERAL

1.01 SITE ACCESS

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the Work. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.
- B. The CONTRACTOR will be responsible for monitoring the main gate for its personnel, equipment and material deliveries.

1.02 STORAGE

- A. Limited storage area is available within the work areas shown on the Drawings. Any equipment and materials stored here shall be in accordance with the manufacturer's recommendations and as indicated by the CITY.
- B. Responsibility for protection and safekeeping of equipment and materials will be solely that of the CONTRACTOR, and no claim shall be made against the CITY by reason of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the CONTRACTOR shall immediately move them.
- C. If the CONTRACTOR requires additional staging and storage area than shown on the Drawings, the CONTRACTOR shall obtain such areas from off site sources at no additional cost to the CITY.
- D. Upon completion of the Contract, the CONTRACTOR shall remove from the storage and work areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the area to its original or better conditions.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01560

SPECIAL CONTROLS

PART 1 -- GENERAL

1.01 CHEMICALS

- A. All chemicals used during project construction or furnished for testing of project operation, whether herbicide, pesticide, disinfectant, polymer, reactant of other classification, will be required to show approval of either EPA or HUD. The handling, use, storage and disposal of such materials, containers or residues shall be in strict conformance with manufacturer and/or CONTRACTOR'S secured storage. Copies of antidote literature and a supply of antidotes shall be kept at the job site office.

1.02 DUST

- A. During all work for this Contract, the CONTRACTOR shall by the application of water and/or calcium chloride or other means, approved by the ENGINEER, eliminate dust annoyance to adjacent property, business establishments and the plant site in accordance with Article 7.21, Dust Control, of the General Conditions. The CONTRACTOR shall take all protective measures, to the satisfaction of the ENGINEER, necessary to ensure that dust and debris does not enter any of the mechanical or electrical equipment. The CONTRACTOR shall be responsible for the cleanup of existing buildings, equipment, controls, etc., which have become soiled due to the lack of proper dust control as determined by the ENGINEER. The CONTRACTOR shall provide daily application of water to all unpaved areas designated by the ENGINEER in the field and to the satisfaction of the ENGINEER in the field.

1.03 NOISE

- A. Noise resulting from the CONTRACTOR'S work shall not violate the Hollywood Code of Ordinance Chapter 100, with specific note to the restrictions of paragraph 100.05 or exceed the noise levels and other requirements stated in the Broward County Chapter 27 Pollution Control, relating to noise abatement in Broward County. The CONTRACTOR shall be responsible for curtailing noise resulting from his operation. He shall, upon written notification from the ENGINEER or the noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.04 EROSION ABATEMENT AND WATER POLLUTION

- A. It is imperative that the CONTRACTOR'S dewatering operations not contaminate or disturb the environment or properties adjacent to the Work. The CONTRACTOR, shall, therefore, schedule and control his operations to confine all runoff water from disturbed surfaces, water from dewatering and/or from excavation below the ground water table operations that becomes contaminated with lime silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.
- B. The CONTRACTOR shall construct temporary stilling basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens and other means necessary to attain the required discharge water quality.
- C. The CONTRACTOR shall be responsible for providing, operating and maintaining materials and equipment used for conveying the clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and

maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items the CONTRACTOR shall restore the area to the condition prior to his commencing work.

1.05 HURRICANE AND STORM WARNINGS

- A. As the schedule for this project coincides, in part, with the recognized South Florida hurricane season, the CONTRACTOR's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring at the plant site during the course of Contract work.
- B. Within 30-days of the date of Notice-to-Proceed, the CONTRACTOR shall submit to the ENGINEER and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the Owner in case of a hurricane warning.
- C. In the event of inclement weather, or whenever the ENGINEER shall direct, the CONTRACTOR shall, and will cause Sub-Contractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the CONTRACTOR to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the CONTRACTOR.
 - 1. Hurricane Watch: Upon designation of a hurricane watch, CONTRACTORS shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the CONTRACTOR shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The CONTRACTOR shall also cooperate with CITY personnel in protecting other structures at the site.
 - 2. Hurricane Warning: No mobile "temporary facility" under the control of the City of Hollywood, or on City property, shall be staffed during a hurricane warning. CONTRACTOR facilities meeting these criteria shall comply.
- D. The CONTRACTOR is advised to take all necessary precautions to protect his equipment by moving it to higher ground if in an area subject to flooding. Known areas of Hollywood that would be subject to flooding from storm tides include:

Hollywood Blvd.
A1A
US Highway 1

North Lake Area
Sheridan Street
46th Avenue

South Lake Area
Dania Beach Blvd.
Hallandale Beach Blvd.

1.06 PESTS AND RODENTS

- A. The CONTRACTOR shall be responsible for maintaining the jobsite free from litter, rubbish and garbage. He shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents. The CONTRACTOR shall provide the services of an exterminator to inspect the jobsite on a periodic basis and to provide service as required to control pests and rodents.

1.07 PERIODIC CLEAN-UP; BASIC SITE RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site all accumulated debris and surplus materials of any kind which result from his operations, or whenever the accumulation in excess of one truck load. Unused equipment and tools shall be stored at the CONTRACTOR'S yard or base of operations for the project.

- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the CONTRACTOR shall (as the work progresses) promptly backfill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The CONTRACTOR shall perform the clean-up work on a regular basis and as frequently as ordered by the ENGINEER. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the ENGINEER, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the CONTRACTOR to perform periodic clean-up and basic restoration of the site to the ENGINEER'S satisfaction, the ENGINEER may, upon five (5) days prior written notice to the CONTRACTOR, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting therefrom shall be charged to the CONTRACTOR and deducted from the amounts of money that may be due him.

1.08 SECURITY

- A. The CONTRACTOR shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the Contract and shall repair or replace damaged or lost materials and damage to structures.
- B. The CONTRACTOR shall be responsible for providing, and maintaining temporary fencing and gates and the daily securing of temporary fencing and gates used for construction purposes for the duration of the project.
- C. The CONTRACTOR shall strictly comply with working hours on the project site. Prior to any work outside of the standard working hours, the CONTRACTOR shall request the City's approval via written request (at least 8 hours in advance). The written request shall clearly define the work to be performed, the names of the employees, their employer and their trade and the hours and days during which the work is planned.

The City is considering and the CONTRACTOR shall comply with additional security requirements including employee photo identification at all times on-site and employee parking passes.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01570

TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC

PART 1 – GENERAL

1.01 TRAFFIC CONTROL

- A. CONTRACTOR shall obey all traffic laws and comply with all the requirements, rules and regulations of the State of Florida Department of Transportation (FDOT), the City of Hollywood, Broward County and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and the treatment plant site.
- B. The CONTRACTOR shall maintain traffic and protect the public from all damage to persons and property within the Contract Limits, in accordance with the Contract Documents and all applicable state, city and local regulations. The CONTRACTOR shall conduct its construction operations so as to maintain and protect access, for vehicular and pedestrian traffic, to and from all properties and business establishments adjoining or adjacent to those streets affected by his operations, and to subject the public to a minimum of delay and inconvenience. Suitable signs, barricades, railing, etc. shall be erected and the work outlined by adequate lighting at night. Danger lights shall be provided as required. Watchmen, flagmen, and crossing guards shall be provided as may be necessary for the protection of traffic. Traffic Control and Maintenance of traffic during construction shall be included in the CONTRACTOR's bid and no additional payment shall be requested to the City for these activities
- C. For the protection of traffic in public or private streets and alleyways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices (MUTCD), Part VI, Traffic Controls for Street and Highway Construction and Maintenance Operations", published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).
- D. The CONTRACTOR shall submit a Maintenance of Traffic (MOT) Plan for ENGINEER and/or CITY approval at least 60 days prior to construction work.
- E. Prior to performing any work within or abutting the State rights-of-way, the Contractor shall submit a Maintenance of Traffic (MOT) Plan to FDOT for approval as required by the FDOT Utility Permit.
- F. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
- G. All dirt spilled from the CONTRACTOR'S trucks on existing pavements shall be removed by the CONTRACTOR immediately and whenever in the opinion of the CITY the accumulation is sufficient to cause the formation of mud, dust, interference with traffic or create a traffic hazard.
- H. Areas designated by the Broward County Traffic Engineering Division as "Safe Walk Routes" shall adhere to the requirements of the Broward County Maintenance of Traffic School/Pedestrian.

1.02 TEMPORARY CROSSINGS

- A. General: Wherever necessary or required for the convenience of the public or individual residents at street or highway crossings, private driveways, or elsewhere, the CONTRACTOR shall provide suitable temporary bridges over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges, which written consent shall be delivered to the CITY prior to excavation. All such bridges shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority for approval, as may be required.
- B. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the CITY and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the CITY or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.
- C. The CONTRACTOR shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
- D. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.
- E. Temporary Street Closure: If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least 30 days prior to the required street closure in order to determine necessary sign and detour requirements. Detour signs shall be provided, installed prior to street closure, and removed after construction by the CONTRACTOR.
- F. Temporary Driveway Closure: The CONTRACTOR shall notify the CITY or occupant (if not owner-occupied) of closure of driveways to be closed more than one eight-hour work day, at least three working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the owner/occupant how long the work will take and when closure is to start.

- G. Temporary Bridges: Whenever necessary, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

1.03 CONTRACTOR PARKING

- A. The CONTRACTOR shall obtain off-site parking for all personnel vehicles as required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

- END OF SECTION -

SECTION 01700

PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 PROJECT CLOSEOUT

- A. As construction of the project enters the final stages of completion, the CONTRACTOR shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:
 - 1. Scheduling start-up and initial operation.
 - 2. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the CITY's "Punch" lists.
 - 3. Make final submittals.
 - 4. Attend to any other items listed herein or brought to the CONTRACTOR's attention by the CITY.

1.02 CLOSEOUT TIMETABLE

- A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the CITY, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.03 FINAL SUBMITTALS

- A. Before the acceptance of the project major milestones for substantial completion, the CONTRACTOR shall submit to the ENGINEER (or to the CITY if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the ENGINEER or the CITY, shall indicate non-compliance with substantial completion major milestone dates. A partial list of such items appears below, but it shall be the CONTRACTOR'S responsibility to submit any other items which are required in the Contract Documents:
 - 1. Written Test results of project components.
 - 2. Performance affidavits for equipment and materials.
 - 3. Operation and Maintenance Manuals for equipment.
 - 4. Record Drawings: During the entire construction operation, the CONTRACTOR shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom record drawings showing correctly and accurately all changes and deviations from the Work made during construction to reflect the Work as it was actually constructed. These drawings shall conform to recognized industry standards of drafting, shall be neat and legible, and provided in both electronic (AutoCAD "dwg") file format

and hardcopies signed and sealed by a professional Land Surveyor registered in the State of Florida.

5. Written guarantees, where required.
6. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
7. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.04 PUNCH LISTS

- A. Final cleaning and repairing shall be scheduled upon completion of the project.
- B. The ENGINEER will make his final inspection whenever the CONTRACTOR has notified the ENGINEER that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the ENGINEER shall be maintained by the CONTRACTOR, until final acceptance of the entire project.
- C. Whenever the CONTRACTOR has completed the items on the punch list, he shall again notify the ENGINEER that it is ready for final inspection. This procedure will continue until the entire project is accepted by the ENGINEER. The "Final Payment" will not be processed until the entire project has been accepted by the ENGINEER and all of the requirements in previous Article 1.03 "Final Submittals" have been satisfied.

1.05 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with all maintenance and guarantee requirements of the Contract Documents.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private CITY or public agency releasing the CITY from further responsibility in connection with such repair or resurfacing.
- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the CITY. If the CONTRACTOR fails to make such repairs or replacements promptly, the CITY reserves the right to do the Work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.

1.06 FINAL CLEANUP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the CITY will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01710

AS BUILT DATA SPECS

SURVEY/AS-BUILT CAD DRAWING STANDARDS

This document serves as City of Hollywood Department of Public Utilities - Computer Aided Design and Drafting (CADD) data standard for any Public Utilities related project

Contents

Public Utilities – GIS: As-Built CAD Standards.....	2
As-Built Drawing Procedures	2
Drafting Software	3
Drawing File Naming Convention, Setup and Structure	3
Layerization	4
PolyLines.....	8
Polygons	9
Deliverables	9
Datum Policy	9
Horizontal Datum	9
Vertical Datum.....	9
Accuracy	10
Metadata Policy.....	10
Other Information	10
Appendix	11

City of Hollywood - Department of Public Utilities

Public Utilities – GIS: As-Built CAD Standards

Engineering firms have their own standards for creating CAD drawings. These standards are inconsistent between the firms. A lot of time is spent due to the persisting inconsistencies and complexity when transferring the drawings from “Native digitizing Software” to that of “Final deliverable format”.

This document is developed to provide Computer Aided Drafting (CAD) standards and guidelines for use by Contractors, Engineers, and Contractors who are involved in digitizing of Potable, Sanitary, Drainage, Raw, Reclaimed, and Brine water features with reference to hard copy As-Built drawings for the City of Hollywood - Department of Public Utilities.

As of October 1, 2016, all As-Built plans submitted to the City of Hollywood - Department of Public Utilities must be provided in electronic computer aided design (CAD) format. The following standards must be followed for all plans. Construction Drawings will not be approved until these standards are met. OR Applications for payment will not be approved without updated redline As-Built accepted by the project manager. Final Payment will not be approved without acceptance of the As-Built in the CAD format prescribed in this document.

As-Built Drawing Procedures

During the construction of the project, the Contractor shall be responsible for maintaining a set of As-Built drawings. The basis of the As-Built drawings shall be the Construction Drawings as reviewed and approved by the Project Manager - City of Hollywood - Department of Public Utilities.

1. The Contractor shall maintain one set of As-Built drawings at the Project Site. On these, all project conditions, locations, configurations, and any other changes or deviations that may vary from the information represented on the original Construction Design Drawings shall be noted; including buried or concealed construction and utility features that 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 Construction Design Drawings.* Drawings shall also note the location of any other buried infrastructure such as landscape irrigation, onsite drainage, etc., as well as any surface building obstacles such as ponds, fences, walls, rocks,

etc. As-Built drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the facilities as actually constructed.

2. The master As-Built drawings shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant changes by number and date.
3. As-Built drawings shall be accessible to the Department of Public Utilities personnel at all times during the construction period.
4. The As-Built drawings shall be submitted to the Department of Public Utilities upon completion of the project.
 - a. The Department of Public Utilities staff will review for completeness, accuracy, and format of submitted As-Built drawings. If the As-Built drawings are considered unacceptable, they will be returned to the Contractor for correction and resubmitted.

Drafting Software

AutoCAD MAP/AutoCAD Civil 3D and higher version software should be used for drafting/attribution the potable, sanitary, drainage, raw, reclaimed, and brine water features. The main reason is that they support object data required for Department of Public Utilities - GIS project. All drawings shall be DWG format.

Drawing File Naming Convention, Setup and Structure

- All drafting shall be done at 1:1 (1 AutoCAD unit = 1 foot), in engineering units, in the AutoCAD model space environment
- It is important to create the drawings using a standard schema that will allow smoother transition to the GIS platform. Drawings must be created in NAD 1983 HARN State Plane Florida East FIPS 0901 Feet coordinate system.

Layerization

- **Table 1: Feature Class Names and Geometry Types** illustrates the Layer name naming convention that should be used for each asset. It also identifies how Blocks should be named when applicable.
- All layers must conform to the proper geometry type (Line, Arc, LWPolyline, PolyLine, 3DPolyline, MPolygon, Insert, Point/Block) as indicated in **Table 1**.
- All layers must contain only the features that are described for that layer. For example, the Manhole Drainage layer must only contain the Storm Water manhole points and not such features as control valve, clean out, or water fittings.
- All layers must be clearly differentiated from each other.
- All layers must be differentiated among Abandoned, New, and Existing utility related features. For example, 20-WATER LINE-ABANDONED, 20-WATER LINE-NEW, 20-WATER LINE-EXISTING.
- All layers must be differentiated according to the size of the pipe. For example, 20-WATER LINE.
- Point / Block features should not be exploded. If exploded, they will need to be joined again prior to submitting the deliverable(s).
- All annotations should be in model space properly created when a layer requires it. The layer name must match the layer name for the particular feature.

Table 1
Feature Class Names and Geometry Types

FEATURE CLASS NAMES AND GEOMETRY TYPES			
Asset	Entity	Layer	RefName
Anchor Guy Wire	Insert, Point, Block	XUTILS	046C
Asphalt Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	AP	
Back Flow Preventor	Insert, Point, Block	WATERLINE	BFP
Back of Sidewalk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	SWKB	
Bollard	Insert, Point, Block	XMISC	042C
Brine Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	BRINE WATER	
Brine Water Valve	Insert, Point, Block	BRINE WATER	025C
Buried Electric	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ELECTRIC	
Buried Fiber Optic FPL	Line, Arc, LWPolyline, PolyLine, 3DPolyline	FPLFO	
Buried Telephone	Line, Arc, LWPolyline, PolyLine, 3DPolyline	BELLSOUTH	
Cable TV	Insert, Point, Block	CABLE TV	CATV
Catch Basin	Insert, Point, Block	CB	
Cleanout	Insert, Point, Block	CLNO	
Concrete Light Pole	Insert, Point, Block	XUTILS	055C
Concrete Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CPVT	
Concrete Power Pole	Insert, Point, Block	XUTILS	051C
Concrete Sidewalk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CONC SWLK	
Curb Inlet	Insert, Point, Block	CI	039C
Easement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ESMT	
Edge of Asphalt	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ASPH EDGE	
Edge of Asphalt Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ASPH EOP	
Edge of Concrete	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CONC EDGE	
Edge of Concrete Curb	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CONC CURB	

FEATURE CLASS NAMES AND GEOMETRY TYPES			
Asset	Entity	Layer	RefName
Edge of Curb	Line, Arc, LWPolyline, PolyLine, 3DPolyline	EOCURB	
Edge of Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	EOP	
Electric Box	Insert, Point, Block	ELECTRIC BOX	EB
Fire Hydrant	Insert, Point, Block	FIRE HYDT	033C
Flag Pole	Insert, Point, Block	XMISC	FP
Force Main Sanitary Sewer Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	FM SANITARY SEWER	
Force Main Storm Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	FM STORM DRAINAGE	
Front of Sidewalk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	SWKF	
Gas Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	GAS LINE	
Gas Meter	Insert, Point, Block	GAS	027C
Gas Riser	Insert, Point, Block	GAS	GAS
Gas Valve	Insert, Point, Block	GAS	025C
Gravity Sanitary Sewer Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	G SANITARY SEWER	
Gravity Storm Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	G STORM DRAINAGE	
Handhole	Insert, Point, Block	XUTILS	HH
Irrigation Control Valve	Insert, Point, Block	XUTILS	IRRCV
Irrigation Meter	Insert, Point, Block	XUTILS	IRRM
Mail Box	Insert, Point, Block	XMISC	MBX
Manhole Drainage	Insert, Point, Block	MHD	041C-DRAINAGE
Manhole Electric	Insert, Point, Block	MHE	ELECMH
Manhole FPL	Insert, Point, Block	MHFPL	041C
Manhole Sanitary	Insert, Point, Block	MHS	041C-SANITARY
Manhole Telephone	Insert, Point, Block	MHT	BSMH
Mast Arm	Insert, Point, Block	XUTILS	059C
Metal Light Pole	Insert, Point, Block	XUTILS	MLP
Metal Pipe Iron Rod	Insert, Point, Block	PIP	004C
Monitoring Well	Insert, Point, Block	XUTILS	MW
Paver Walk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	PAVER WALK	
Railroad Crossing Gates	Insert, Point, Block	XUTILS	079C

FEATURE CLASS NAMES AND GEOMETRY TYPES			
Asset	Entity	Layer	RefName
Raw Water	Insert, Point, Block	RWATR STRC	RW
Raw Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	RWATR	
Reclaimed Water Valve	Insert, Point, Block	RCWATR	025C
Reclaimed Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	RCWATR	
Sanitary Sewer Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	SANITARY SEWER	
Sanitary Sewer Valve	Insert, Point, Block	SANITARY SEWER	025C
Sign	Insert, Point, Block	XMISC	001T
Signal Pole	Insert, Point, Block	XUTILS	057C
Sprinkler	Insert, Point, Block	XUTILS	SPKR
Storm Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	STORM DRAINAGE	
Storm Water Valve	Insert, Point, Block	STORM DRAINAGE	025C
Street Light Pole	Insert, Point, Block	XUTILS	053C
Traffic Signal Box	Insert, Point, Block	XUTILS	073C
Valve	Insert, Point, Block	XUTILS	025C
Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	WATER LINE	
Water Meter	Insert, Point, Block	WATERLINE	027C
Water Valve	Insert, Point, Block	WATERLINE	025C
Wood Light Pole	Insert, Point, Block	XUTILS	WLP
Wood Power Pole	Insert, Point, Block	XUTILS	WPP

Note

- It is not mandatory for all Layers listed above to exist in a drawing. Layers / Tables should be created / populated only when a feature occurs in a particular drawing.
- The Drawing can contain other layers for plan, profile, streets, text, information pertinent to engineering, etc.
- Any feature not included in the above list should be informed to the City of Hollywood - Department of Public Utilities and shared in table format (CSV, TXT, or Excel). This will allow us to refine our list of possible survey features for data processing and GIS integration purposes.
- **Table 2: Enterprise GIS Database Model - Feature Class Names and Geometry Types** in the Appendix section illustrates all utility related features supported in the City of Hollywood - Department of Public Utilities GIS Enterprise database model.

- The information presented here is subject to change in order to support the Department of Public Utilities' mission. Any updates will be shared with Contractors, Engineers, and Contractors

PolyLines

Break Mains at:

- All Pressurized Mains intersections
 - Fittings
 - Cross
 - Reducer
 - Tee
 - System valves
 - Ball, butterfly, gate, plug valves
 - pressure reducer valves
 - pressure (zone) separation valves
 - reservoir valves
 - system separation (normally closed)
 - altitude valves
 - Pump stations
 - Treatment plant
 - Reservoir

Do NOT break Mains at:

- Fittings
 - Bend
 - Tap
 - Wye
 - Clamp
- Laterals or lateral services
- Check valves
- Connection points

-

Polygons

- All Polygon type features must be completely closed.
- All edges on polygon features must be snapped together at the vertices. Gaps in polygon boundaries will not be accepted.

Deliverables

- The Contractor shall submit three hardcopy of the As-Built drawings.
- The Contractor shall also submit electronic CAD files containing the information depicted on the As-Built drawings.
- Files shall be submitted on portable media such as CD-ROM, or DVD in AutoCAD format. Files may be compressed in a format that is compatible with the WinZip decompression software. Email is also acceptable but the City of Hollywood may request the file(s) in digital format at any moment.

Datum Policy

Datum policy is for electronic submittals only. As-Built drawings shall be referenced to at least three points on the drawing that have noted horizontal and vertical datum information. These three points may be existing control, new control, or parcel corners. As long as the drawing has a 1:1 relationship with these three points, the remainder of the drawing can be in a project coordinate system. The Department of Public Utilities will use these three points for location and rotation of the project coordinates at a later date.

Horizontal Datum

The coordinate system for all As-Built drawings shall be Florida East State Plane Coordinates, NAD 1983 HARN in US Survey feet. (NAD 1983 HARN State Plane Florida East FIPS 0901 Feet)

Vertical Datum

All elevations shall be referenced to the NAVD 88 datum with elevations given in US Survey feet. Any elevation using NGVD 29 vertical datum must be converted to NAVD 88.

Accuracy

Control discovery information is to be survey accurate.

The Department of Public Utilities is looking for accurate enough information to:

- Geolocate buried facilities, and
- Incorporate the As-Built information into the Department of Public Utilities' geographic information system.

Metadata Policy

All new land survey information (parcel meets & bounds, control, topographic information) within the submitted As-Built shall be accompanied with metadata, describing the following:

- Surveyor Name
- Survey Company
- Date Surveyed
- Control Reference Used (Control ID, Type, Coordinate Datum)
- Control Type (PK nail, Brass Marker, etc.)

Other Information

All files associated with the post-processing of GPS data including raw and post-processed GPS data shall be included in the submitted deliverable to the City of Hollywood - Department of Public Utilities. These files can include but not be limited to: .ssf GPS data, import files, export files, and correction files.

Elevation files must be delivered as well in text file format. At a minimum, these files must include unique ID, X-Coordinate, Y-Coordinate, Elevation, collected feature code, and collected feature description.

Appendix

Table 2: Enterprise GIS Database Model - Feature Class Names and Geometry Types

FEATURE CLASS NAMES AND GEOMETRY TYPES			
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Sewer Features			
sCleanOut	Sewer	Point/Block	Clean Out, Flushing Structure
sControlValve	Sewer	Point/Block	Air Release
sDischargePoint	Sewer	Point/Block	Discharge Point
sElevationPt	Sewer	Point/Block	Elevation Points
sFitting	Sewer	Point/Block	Tee, Bends, Pipe Change, Reducer, Wye, Dead End, Transition, Reducing Tee, Plug, Cross, Coupling, Cap, 90 Bend, 45 Bend, 22 1/2 Bend, 11 1/4 Bend
sLiftStation	Sewer	Point/Block	Lift Station
sLUMConnection	Sewer	Point/Block	LUM Connection
sManhole	Sewer	Point/Block	Standard, Drop, Monitoring, Diversion, Dog House, Metering
sNetworkStructure	Sewer	Point/Block	Grease Trap, Metering Facility, Sampling Station, Septic Tank, Wet Well, Dry Well
sPump	Sewer	Point/Block	Booster, Chopper, Grinder, Non-Clog, Submersible
sServiceConnection	Sewer	Point/Block	Service Connection
sSystemValve	Sewer	Point/Block	Gate, Plug
sTestStation	Sewer	Point/Block	test Station
sValveOperator	Sewer	Point/Block	Valve Operator
sVault	Sewer	Point/Block	Vault

sGravityMain	Sewer	PolyLine	Collector, Inverted Siphon, Trunk
sLateralLine	Sewer	PolyLine	Lateral
sPressurizedMain	Sewer	PolyLine	Vitrified Main, Pre-Stressed Concrete Cylinder, Polyvinyl Chloride, Polyethylene, High Density Polyethylene, Ductile Iron, Cured in Place, Cast Iron, Asbestos Cement
sCasing	Sewer	MPolygon	Pipe Casing (Steel Casing, Concrete Encasement, High Density Polyethylene, Polyvinyl Chloride, Reinforced Concrete)
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Water Features			
wControlValve	Water	Point/Block	Air Release, Altitude, Anti-Back Flow, Back Flow Control, Blow Off, Detector Check, Double Check, Pressure Relief, Pressure Vacuum, Reduce Pressure Zone, Simple Check, Surge Relief
wCurbStopValve	Water	Point/Block	Curb Stop Valve
wElevationPt	Water	Point/Block	Elevation Points
wFitting	Water	Point/Block	11 1/4 Bend, 22 1/2 Bend, 45 Bend, 90 Bend, Bend, Cap, Coupling, Cross, Other, Plug, Reducer, Reducing Tee, Sleeve, Tap, Tee, Transition, Wye
wHydrant	Water	Point/Block	Fire Hydrant
wLUMConnection	Water	Point/Block	LUM Connection
wManhole	Water	Point/Block	Manhole
wNetworkStructure	Water	Point/Block	Access Manhole, Pneumatic Tank, Treatment Plant
wPump	Water	Point/Block	Pump
wSamplingStation	Water	Point/Block	Sampling Point / Station
wServiceConnection	Water	Point/Block	Service Connection, Water Meter
wSiameseConnection	Water	Point/Block	Siamese Connection

wStorageTank	Water	Point/Block	Storage Tank
wSystemValve	Water	Point/Block	Gate, Butterfly, Tapping, Hydrant, Zone, Meter, Air Release, Blow Off, Main Line, Plug, Gate
wTestStation	Water	Point/Block	Test Station
wAbandonedLine	Water	PolyLine	Abandoned Lines
wCasing	Water	PolyLine	Pipe Casing (Steel Casing, Concrete Encasement, Ductile Iron)
wConstructionLine	Water	PolyLine	Construction Line
wLateralLine	Water	PolyLine	Residential, Fire, Commercial, Irrigation, Sampling
wMainLine	Water	PolyLine	Distribution, Transmission
wPressureZone	Water	MPolygon	Pressure Zone
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Storm Water Features			
swCleanOut	Storm Water	Point/Block	Clean Out, Flushing Structure
swControlValve	Storm Water	Point/Block	Flap Gate
swDischargePoint	Storm Water	Point/Block	Discharge Point
swElevationPt	Storm Water	Point/Block	Elevation Points
swFitting	Storm Water	Point/Block	Tee, reducer Plug, Cross, Cap, 90 Bend, 45 Bend, 22 1/2 Bend
swInlet	Storm Water	Point/Block	Inlet
swManhole	Storm Water	Point/Block	Conflict, Pollution Control, Sedimentation, Split, Standard
swNetworkStructure	Storm Water	Point/Block	Diversion Chamber, Diversion Point, Junction Chamber, Pump Station, Split Manhole, Storage Basin, Tide Chamber, Lift Station, Discharge Structure, Virtual Junction
swPump	Storm Water	Point/Block	Pump
swPumpStation	Storm Water	Point/Block	Pump Station

swSystemValve	Storm Water	Point/Block	Ball, Butterfly, Cone, Gate, Plug, Round way
swTestStation	Storm Water	Point/Block	Test Station
swWeirStructure	Storm Water	Point/Block	Broad-Crested, Combination, Labyrinth, Minimum Energy Loss, Sharp-Crested, V-Notch
swWell	Storm Water	Point/Block	Well
swCasing	Storm Water	PolyLine	Access Tunnel, Casement, Conduit Bridge, Protective Tunnel
swCulvert	Storm Water	PolyLine	Culvert
swDrainfield	Storm Water	PolyLine	DF, INF
swGravityMain	Storm Water	PolyLine	Gravity Main
swOpenDrain	Storm Water	PolyLine	Open Drain
swPressurePipe	Storm Water	PolyLine	Pressure Pipe
swVirtualDrainline	Storm Water	PolyLine	Virtual Drain line
swDetention	Storm Water	MPolygon	Detention
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Brine Disposal			
bdControlValve	Brine Disposal	Point/Block	Casement
bdElevationPt	Brine Disposal	Point/Block	Elevation Points
bdFitting	Brine Disposal	Point/Block	Wye, Transition, Tee, reducer Plug, Cap, 90 Bend, 45 Bend, 22 1/2 Bend
bdManhole	Brine Disposal	Point/Block	Manhole
bdNetworkStructure	Brine Disposal	Point/Block	Network Structure
bdPump	Brine Disposal	Point/Block	Pump
bdSystemValve	Brine Disposal	Point/Block	Gate, Butterfly
bdCasing	Brine Disposal	PolyLine	Casement
bdPressurizedMain	Brine Disposal	PolyLine	Transite, Polyvinyl Chloride, Polyethylene, High Density Polyethylene, Chlorinated Polyvinyl

			Chloride
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Raw Water			
rwAbandonedPoint	Raw Water	Point/Block	Abandoned Point
rwControlValve	Raw Water	Point/Block	Air Release, Altitude, Atmospheric Vacuum, Blow Off, Simple Check
rwElevationPt	Raw Water	Point/Block	Elevation Points
rwFitting	Raw Water	Point/Block	Wye, Transition, Tap, Sleeve, Reducer, Plug, Cross, Coupling, Cap, 90 Bend, 45 Bend, 22 1/2 Bend, 11 1/4 Bend
rwNetworkStructure	Raw Water	Point/Block	Meter Station
rwPump	Raw Water	Point/Block	Pump
rwSamplingStation	Raw Water	Point/Block	Sampling Station
rwSystemValve	Raw Water	Point/Block	Butterfly, Gate, tapping
rwTestStation	Raw Water	Point/Block	Test Station
rwAbandonedLine	Raw Water	PolyLine	Abandoned Line
rwCasing	Raw Water	PolyLine	Casing
rwConstructionLine	Raw Water	PolyLine	Construction Line
rwMain	Raw Water	PolyLine	CIP, DIP, HDPE, PVC, RCP, SP, SSP
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Reclaimed Water			
rcControlValve	Reclaimed Water	Point/Block	Air Release, Back Flow Control, Double Check, Simple Check
rcDischargePoint	Reclaimed Water	Point/Block	Meter
rcElevationPt	Reclaimed Water	Point/Block	Elevation Points
rcFitting	Reclaimed Water	Point/Block	Tee, Reducer, Plug, Coupling, Cap, 90 Bend, 45 Bend, 22 1/2 Bend, 11 1/4

			Bend
rcManhole	Reclaimed Water	Point/Block	Manhole
rcNetworkStructure	Reclaimed Water	Point/Block	Flow Meter, Monitoring Well, Pump Station, Storage Basin, Treatment Plant
rcPump	Reclaimed Water	Point/Block	Pump
rcSystemValve	Reclaimed Water	Point/Block	Ball, Butterfly, Gate, Tapping
rcTestStation	Reclaimed Water	Point/Block	Test Station
rcCasing	Reclaimed Water	PolyLine	Casement
rcPressurizedMain	Reclaimed Water	PolyLine	CIP, DIP, HDPE, PVC
rcDetention	Reclaimed Water	MPolygon	Detention
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Annotation Features			
sPipe_Annos	Sewer	Text	Text associated with sewer mainlines such as Diameter, Material, Offset, Slope, As-Built # etc.
sPoint_Annos	Sewer	Text	Text associated with sewer point features such as Manholes, Lift Stations etc.
wPipe_Annos	Water	Text	Text associated with water mainlines such as Diameter, Material, Offset, As-Built # etc.
wPoint_Annos	Water	Text	Text associated with water point features such as Hydrants, Valves, etc.
swPipe_Annos	Storm Water	Text	Text associated with storm water mainlines such as Diameter, Material, Offset, Slope, As-Built #

			etc.
swPoint_Annos	Storm Water	Text	Text associated with storm water point features such as clean outs, valves, fittings, inlets, manholes, etc.
Miscellaneous_Annos	W/S	Text	Miscellaneous annotations such as Schools, Parks, etc.
Address_Annos	W/S	Text	Street postal address number
StreetNames	W/S	Text	Street Names

SECTION 01740

PERMITS

Part 1 - GENERAL

1.01 General:

- A. The Contractor shall obtain and pay for all permits and fees in connection with the work. The Contractor shall also initiate the City's review and secure City approval prior to commencement of the work. Inspection by City personnel is required in addition to, not in lieu of, other municipal, county, state and/or federal regulatory agency inspections. No project will be accepted until it has passed all inspections, including pavement installation or replacement.
- B. The Contractor shall familiarize himself with, and comply with, all requirements of required permits governing all work under this Contract. The Contractor's particular attention is called to any Special Conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, turbidity control, traffic control, pavement restoration and all other general and special conditions. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the most stringent conditions shall take precedence.
- C. Any deviations from the Plans, Specifications or required permits, must first be approved by the City even if approval for the change has been given by the permitting agency.
- D. The Contractor shall fully assume all obligations and responsibilities, monetary and otherwise, imposed by the permits throughout the life of the project, including but not limited to:
 - 1. Proper maintenance of permit documentation and field records
 - 2. Proper maintenance of all permit-required field controls, including but not limited to the following:
 - (a) Chemical spill prevention
 - (b) Erosion, sedimentation, turbidity and dust retention
 - (c) Protection of storm drainage facilities
 - (d) Temporary vehicular and pedestrian traffic controls

3. Payment of fines resulting from permit non-compliance
4. Maintaining active permits and obtaining permit extensions when needed
5. Providing certifications of all materials and equipment installed
6. Performing successful inspections and tests required by the permits
7. Correcting any work that is not in compliance with permits
8. Performing successful equipment start-ups
9. Providing Operation and Maintenance (O&M) manuals for installed equipment as required by permits
10. Repair of any permanent traffic controls impacted by Contractor
11. Close-out of all permits

E. All surveying required by the project permits will be done by the Contractor's Florida registered Land Surveyor. This includes staking out limits of construction.

Part 2 - PRODUCTS

(Not Used)

Part 3 - EXECUTION

(Not Used)

END OF SECTION

DIVISION 2

SITE WORK

SECTION 02100

CLEARING AND GRUBBING

GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall furnish all materials, equipment and labor necessary to complete all clearing and grubbing as specified herein and in accordance with the Drawings.
- B. The CONTRACTOR shall box and protect all trees, shrubs, lawns, and the like where to be preserved.

1.02 STANDARDS AND REGULATIONS

- A. The CONTRACTOR shall comply with all state, county and local regulations regarding disposal of debris resulting from the clearing and grubbing operation.
- B. The CONTRACTOR shall dispose of debris resulting from the clearing and grubbing operation at off-site locations in a lawful manner.

1.03 PROTECTION OF PERSONS AND PROPERTY

- A. All work shall be performed in such a manner to protect all personnel, workmen, pedestrians, and adjacent property and structures from possible injury or damage.
- B. Required wind load calculation for equipment mounted outside. CONTRACTOR to submit equipment support detail for approval.

PRODUCTS (Not Used)

EXECUTION

1.04 GENERAL

- A. The Work specified in this section consists of clearing and grubbing within the areas required in the easements and right-of-ways to install the pipeline and appurtenances. The Work shall include the disposal of the resultant products and debris in areas provided by the CONTRACTOR unless noted otherwise.

- B. Property obstructions which are to remain in place, such as buildings, sewers, drains, pipelines, conduits, poles, walls, posts, bridges, etc., are to be carefully protected from injury and are not to be displaced, except for unusual cases when so specified by the ENGINEER.
- C. Standard clearing and grubbing shall consist of the complete removal and disposal of all trees, shrubs, timber, brush, stumps, roots, grass, weeds, rubbish and other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas.
- D. Excavation resulting from the removal of trees, roots, and the like shall be filled with suitable material, as approved by the ENGINEER, and thoroughly compacted per the requirements contained in Section 02222 – Excavation and Backfill for Utilities and Section 02224 – Excavation and Backfill for Structures.

1.05 DISPOSAL OF MATERIALS

- A. Timber, stumps, muck, brush, roots, rubbish and other objectionable material resulting from clearing and grubbing shall be disposed of in a lawful manner, off site by the CONTRACTOR.
- B. Burning of any debris resulting from the clearing and grubbing work will not be permitted at the site.

- END OF SECTION -

SECTION 02140

DEWATERING

Part 1 - GENERAL

1.01 DESCRIPTION

- A. Design, furnish, operate, maintain, and remove temporary dewatering systems to control groundwater and surface water to maintain stable, undisturbed subgrades, and permit work to be performed under dry and stable conditions. Work to be done as part of dewatering includes, but is not limited to:
 - 1. Lower the groundwater level
 - 2. Lower hydrostatic pressure.
 - 3. Prevent surface water from entering the excavation during construction.
 - 4. Implement erosion control measures for disposing of discharge water.
- B. Groundwater within the excavation area shall be lowered to at least 1 foot below the lowest excavation levels as specified and as indicated.
- C. Common groundwater recharge methods include, but are not limited to, deep wells, large sumps or any combination thereof.
- D. The Contractor shall obtain the required permits for discharge from the Contractor's dewatering systems in accordance with Broward County Water Management Division and South Florida Water Management District (SFWMD) requirements. The Contractor shall conform with all permit requirements.

1.02 RELATED WORK

- A. Section 01560: Special Controls
- B. Section 02210 - Earth Excavation, Backfill, Fill and Grading
- C. Section 02222 – Excavation and Backfill for Utilities.

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01300, "Submittals":
 - 1. Qualification of the Contractor's dewatering specialist's or firm's qualifications a minimum of four (4) weeks prior to execution of any dewatering. The submittal shall include, but not be limited to:

- (a) Qualifications of specialist's or firm's Registered Professional Engineer as specified in Paragraph 1.04 B.
 - (b) Qualifications of specialist's or firm's field representative, as specified in paragraph 1.04 B, who shall oversee the installation, operation and maintenance of the dewatering system.
- 2. Submit a dewatering plan at least two weeks prior to start of any dewatering operation. Do not submit design calculations. The review will be only for the information of the CITY and third parties for an overall understanding of the project relating to access, maintenance of existing facilities and proper utilization of the site. The Contractor shall remain responsible for the adequacy and safety of the means, methods and sequencing of construction. The plan shall include the following items as a minimum:
 - (a) Dewatering plan and details stamped and signed by a Registered Professional Engineer.
 - (b) Certificate of Design: Refer to Section 01300, "Submittals"
 - (c) A list of equipment including, but not limited to, pumps, prime movers, and standby equipment.
 - (d) Detailed description of dewatering, maintenance, and system removal procedures.
 - (e) Monitoring plan and details, including, but not limited to, number and locations of observation wells, and geotechnical instruments such as settlement markers and piezometers, and frequency of reading the monitoring devices.
 - (f) Erosion/sedimentation control measures, and methods of disposal of pumped water.
 - (g) List of all applicable laws, regulations, rules, and codes to which dewatering design conforms.
 - (h) List of assumptions made for design of dewatering and for groundwater recharge systems, including but not limited to groundwater levels, soil profile, permeability, and duration of pumping and or recharge.
 - (i) Turbidity measurements in receiving waters as required by the permit. A turbidity control and monitoring where discharge is to a body of water.
- 3. Measurement records consisting of observation well groundwater records and the geotechnical instrumentation readings within one day of monitoring.

4. A modified dewatering plan within 24 hours, if open pumping from sumps and ditches results in boils, loss of fines, sinkholes or softening of the ground.

1.04 QUALITY ASSURANCE

- A. Provide in accordance with Section 01400 (Testing and Inspection) and as specified.
- B. Employ the services of a dewatering specialist or firm having the following qualifications:
 1. Have completed at least five (5) successful dewatering projects of equal size and complexity and with equal systems within the last five (5) years.
 2. Retain the services of a Florida Registered Professional Engineer having a minimum of five (5) years of experience in the design of well points, deep wells, or equal systems.
 3. Retain the services of a field representative having a minimum of five (5) years of experience in installation of well points, deep wells, or equal systems.
- C. If subgrade soils are disturbed or become unstable due to dewatering operation or an inadequate dewatering system, notify the CITY's representative, stabilize the subgrade, and modify system to perform as specified at no additional cost to the CITY.
- D. Notify the CITY's representative immediately if any settlement or movement is detected on structures. If the settlement or movement is deemed by the CITY's representative to be related to the dewatering, take actions to protect the adjacent structures and submit a modified dewatering plan to the CITY's representative within 24 hours. Implement the modified plan and repair any damage incurred to the adjacent structures at no additional cost to the CITY.
- E. If oil and/or other hazardous materials are encountered after dewatering begins, immediately notify the CITY's representative.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Provide in accordance with Section 01610 and as specified.

1.06 PROJECT/SITE CONDITIONS

- A. Subsurface Conditions: Refer to Geotechnical Report provided specifically for the project. The Contractor is responsible for investigating existing soil

conditions as the Geotechnical Report does not assure all subsurface site conditions are represented.

Part 2 - PRODUCTS

2.01 MATERIALS

- A. Provide settlement markers, observation wells, piezometers and/or any other geotechnical instruments in accordance with the submitted dewatering plan.
- B. Provide casings, well screens, piping, fittings, pumps, power and other items required for dewatering system.
- C. Provide sand and gravel filter around the well screen. Wrapping geotextile fabric directly around the well screen shall not be allowed.
- D. When deep wells, well points, or vacuum well points are used, provide pumping units capable of maintaining high vacuum and handling large volumes of air and water at the same time.
- E. Provide and store auxiliary dewatering equipment, consisting of pumps and hoses on the site in the event of breakdown, at least one (1) pump for every five (5) used.
- F. Provide and maintain erosion/sedimentation control devices as indicated or specified and in accordance with the dewatering plan.
- G. Provide temporary pipes, hoses, flumes, or channels for the transport of discharge water to the discharge location.
- H. Provide cement grout having a water cement ratio of 1 to 1 by volume.

Part 3 - EXECUTION

3.01 EXECUTION

- A. Execution of any earth excavation, installing earth retention systems, and dewatering shall not commence until the related submittals have been reviewed by the CITY' representative with all CITY's representative comments satisfactorily addressed, and the geotechnical instrumentation has been installed.
- B. Furnish, install and maintain dewatering system in accordance with the dewatering plan.
- C. Carry out dewatering program in such a manner as to prevent undermining or disturbing foundations of existing structures or of work ongoing or previously completed.
- D. Do not excavate until the dewatering system is operational.

- E. Unless otherwise specified, continue dewatering uninterrupted until all structures, pipes, and appurtenances below groundwater level have been completed such that they will not be floated or otherwise damaged by an increase in groundwater elevation.
- F. Discontinue open pumping from sumps and ditches, if such pumping is resulting in boils, loss of fines, softening of the ground, or instability of the slopes. Modify dewatering plan and submit to the CITY's representative at no additional cost to the CITY.
- G. Where subgrade materials are disturbed or become unstable due to dewatering operations, remove and replace the materials in accordance with Section 02210 – Earth Excavation, Backfill, Fill and Grading at no additional cost to the CITY.

H. Dewatering Discharge:

- 1. Install and monitor recharge systems when specified and/or indicated and in accordance with the submitted dewatering plan.
- 2. Install sand and gravel filters in conjunction with well points and deep wells to prevent the migration of fines from the existing soil during the dewatering operation.
- 3. Transport pumped or drained water to discharge location without interference to other work, damage to pavement, other surfaces, or property.
- 4. Provide separately controllable pumping lines.
- 5. The CITY's representative reserves the right to sample discharge water at any time.
- 6. Immediately notify the CITY's representative if suspected contaminated groundwater is encountered. Do not pump water found to be contaminated with oil or other hazardous material to the discharge locations.

I. Monitoring Devices and Records:

- 1. Install, maintain, monitor and take readings from the observation wells and geotechnical instruments in accordance with the dewatering plan.
- 2. Install settlement markers on structures within the zone of influence for dewatering a distance equal to twice the depth of the excavation, from the closest edge of the excavation. Conduct and report settlement surveys to 0.01 feet.
- 3. For large rectangular, square or circular mass excavations the zone of influence shall be defined by the actual cone of watering influence corresponding to a 10% increase in effective vertical stress.

J. Install and maintain erosion/sedimentation control devices at the point of discharge as indicated or specified during the pre-construction meeting and in accordance with the dewatering plan.

K. Removal:

1. Do not remove dewatering system without written approval from the Engineer.
2. Backfill and compact sumps or ditches with clean fill in accordance with Section 02210 – Earth Excavation, Backfill, Fill and Grading.
3. All dewatering wells shall be abandoned upon completion of the work, and completely backfilled with cement grout.

3.02 CONTRACT CLOSEOUT:

A. Provide in accordance with Section 01700.

- END OF SECTION -

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

GENERAL

1.01 DESCRIPTION

- A. Perform the following earth excavation, backfill, fill and grading as indicated or specified:
 - 1. Make excavations to accommodate piping, conduits, foundations and other structures.
 - 2. Provide materials for backfilling excavations and constructing embankments and fills as indicated and specified.
 - 3. Construct embankments of compacted materials.
 - 4. Grade surfaces to meet finished grades indicated.
 - 5. Immediately notify the Engineer if suspected hazardous materials are encountered and cease operations in that part of work.
 - 6. Immediately stop work and notify the Engineer if historical artifacts or human remains are encountered.
 - 7. Remove boulders within the excavation limits.

1.02 RELATED WORK

- A. Section 01560: Temporary Environmental Controls
- B. Section 02100 - Clearing and Grubbing
- C. Section 03400 - Precast Concrete

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM) Publications:
 - 1. C33: Specification for Concrete Aggregates.
 - 2. C136: Sieve Analysis of Fine and Coarse Aggregates.
 - 3. D421: Practice for Dry Preparation of Soil Samples for Particle Size Analysis and Determination of Soil Constants.
 - 4. D422: Test Method for Particle-Size Analysis of Soils.
 - 5. D1140: Test Method for Amount of Material in Soils Finer than the No. 200 (75 Fm) Sieve.
 - 6. D1556: Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 7. D1557: Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft³ (600 kN-m/m³)).

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

8. D2167: Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 9. D2922: Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods. (Shallow Depth).
 10. D3017: Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 11. D4318: Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
 12. D4718: Practice for Correction of Unit Weight and Water Content for Soils Containing Oversized Particles.
 13. D4944: Test Method for Field Determination of Water (Moisture) Content of Soil by the Calcium Carbide Pressure Tester Method.
 14. D4959: Test Method for Field Determination of Water (Moisture) Content of Soil by Direct Heating Method.
 15. D5080: Test Method for Rapid Determination of Percent Compaction.
- B. Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29: Subpart P - Excavations, Trenching and Shoring

1.04 DEFINITIONS

- A. Percentage of compaction is defined as the ratio of the field dry density, as determined by ASTM D1556 to the maximum dry density determined by ASTM D1557 Procedure C, multiplied by 100.
- B. Proof Roll: Compaction with a minimum of 4 passes of a vibratory steel drum or rubber tire roller. Vibratory plate compactors shall be used in small areas where vibratory steel drum or rubber tire roller cannot be used.
- C. Acceptable Material: Material which does not contain organic silt or organic clay, peat, vegetation, wood or roots, stones or rock fragments over 6-inch [15 cm] in diameter, porous biodegradable matter, loose or soft fill, excavated pavement, construction debris, or refuse. Stones or rock fragments shall not exceed 40% by weight of the backfill material.
- D. Unacceptable Materials: Materials that do not comply with the requirements for the acceptable material or which cannot be compacted to the specified or indicated density.

1.05 SUBMITTALS

- A. Submit the following in accordance with Section 01300 - Submittals:

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

1. Submit an excavation, backfilling, and filling plan at least two weeks prior to start of any earth moving activities. The review will be only for the information of the CITY and third parties for an overall understanding of the project relating to access, maintenance of existing facilities and proper utilization of the site. The Contractor shall remain responsible for the adequacy and safety of the means, methods and sequencing of construction. The plan shall include, but not be limited to the following items:
 - (a) Detailed sequence of work.
 - (b) General description of construction methods.
 - (c) Numbers, types, and sizes of equipment proposed to perform excavation and compaction.
 - (d) Details of dust control measures.
 - (e) Proposed locations of stockpiled excavation and/or backfill materials.
 - (f) Proposed surplus excavated material off-site disposal areas and required permits.
 - (g) Details of erosion and sedimentation control measures which will prevent erosion and sedimentation during the earth moving activities.
2. Laboratory testing results of gradation and moisture-density relationship. Submittal shall include specific location of the source and the date when sample was taken.
3. During Construction, submit written confirmation of fill lift thickness, in-place soil moisture content, and percentage of compaction to the Engineer before placing the next lift or constructing foundations.

1.06 QUALITY ASSURANCE AND CONTROL

- A. Provide in accordance with Section 01400 and as specified.
- B. The Contractor shall be solely responsible for making all excavations in a safe manner. All excavation, trenching, and related sheeting, bracing, etc. shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926 Subpart P) and State requirements. Where conflict between OSHA and State regulations exists, the more stringent requirements shall apply.
- C. Do not excavate, construct embankments, or fill until all the required submittals have been reviewed by the Engineer.
- D. Formulate excavation, backfilling, and filling schedule and procedures to eliminate possibility of undermining or disturbing foundations of partially and completed structures, pipelines and embankments or existing structures and pipelines.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

E. Field and Laboratory Testing and Inspections:

1. Field and laboratory testing shall be performed by an independent testing laboratory (the Testing Laboratory) selected by the City. The first round of tests will be paid from the "Cost Allowance for Permits, Licenses and Fees".
2. The location of tests shall be mutually acceptable to Testing Laboratory and the Engineer, or as directed by the Engineer.
3. In the event compacted material does not meet specified in-place density, re-compact material and re-test this area until specified results are obtained. All costs shall be borne by the Contractor at no additional cost to the City.
4. The Testing Laboratory shall perform inspections at least once daily to confirm lift thickness and compaction effort for entire fill area.

F. Methods of Field Testing

1. In-Place Density: ASTM D1556, ASTM D2167, or ASTM D2922.
2. In-Place Moisture Content: ASTM D3017, ASTM D4944, or ASTM D4959.

G. Material Testing Frequency: The following testing frequencies are minimum required for all structural and non-structural fill, grading and embankment.

1. Field In-Place Density and Moisture Content - Screened gravel and crushed stone shall be compacted as specified and indicated. For other backfill and fill materials, minimum test frequency shall be as follows, and no less than one test per:
 - (a) Trenches under structures, foundation preparation, or roadways subbase: Every 500' lin. ft. [150 m.] per lift.
 - (b) Trenches in areas without structures or roadways: Every 1000 lin. ft. [300 m.] per alternate lift.
 - (c) Paved Roadways: Every 200 lin. ft. [60 m.] per lift.
 - (d) Paved Areas: 3,500 sq. ft. [350 sq. m.] per lift.
 - (e) Under each structure: 1,000 sq. ft. [100 sq. m.] per lift.
 - (f) Around each structure: 1,500 sq. ft. [150 sq. m.] per lift.
 - (g) Embankment Fills: 10,000 sq. ft. [1000 sq. m.] per lift.
2. Moisture Density - One per source, except for screened gravel and crushed stone. Repeat the moisture density test for every 5,000 cubic yard of material use, and whenever visual inspection indicates a change in material gradation as determined by the Engineer.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

3. Gradation Analysis - A minimum of one per source and for each moisture density test and whenever visual inspection indicates a change in material gradation.

H. Construction Tolerances

1. Construct finished surfaces to plus or minus 1 inch [2.5 cm] of the elevations indicated.
 2. Grade cut and fill areas to plus or minus 0.20 foot [6.0 cm] of the grades indicated.
 3. Complete embankment edges to plus or minus 6 inches [15 cm] of the slope lines indicated.
 4. Provide the Engineer with adequate survey information to verify compliance with above tolerances.
- I. Cut pavement with a saw or pneumatic tools to prevent damage to remaining pavement without extra compensation. Where pavement is removed in large pieces, dispose of pieces before proceeding with excavation.
- J. Pipes, drains, and other utilities may exist in certain locations not indicated on drawings. No attempt has been made to show all services. Completeness or accuracy of information given is not guaranteed. Contractor is to conform with all Sunshine One Call (811) requirements.
- K. Dig test pits considered as incidental to the normal excavation as indicated and specified in this Section, at no additional compensation.
- L. Carefully support and protect from damage, existing pipes, poles, wires, fences, curbing, property line markers, and other structures, which the Engineer determines must be preserved in place without being temporarily or permanently relocated. Should such items be damaged, restore without compensation therefore, to at least as good condition as that in which they were found immediately before the work was begun.
- M. Whenever certain existing structures, as described below, are encountered, and the Engineer so directs, change the location, remove and later restore, or replace such structures, or assist the CITY in doing so.
- N. In removing existing pipes or other structures, include for payment only those new materials which are necessary to replace those unavoidably damaged as determined by the Engineer.
- O. The preceding two paragraphs apply to pipes, wires, and other structures which meet the following: (a) are not indicated on the drawings or otherwise provided for, (b) encroach upon or are encountered near and substantially parallel to the edge of the excavation, and (c) in the opinion of the Engineer, will impede progress to such an extent that satisfactory construction cannot

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

proceed until they have been changed in location, removed (to be later restored), or replaced.

- P. Restore existing property or structures as promptly as practicable.
- Q. If material unacceptable for foundation (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, remove such material to the required width and depth as directed by the Engineer and replace it with screened gravel, select borrow, or concrete.
- R. Do not remove excavation materials from the site of the work or dispose of except as directed or permitted by the Engineer.
- S. Haul away and dispose of surplus excavated materials at locations directed by the Engineer at no additional cost to the CITY.
- T. During progress of work, conduct earth moving operations and maintain work site so as to minimize the creation and dispersion of dust. Furnish and spread calcium chloride if the Engineer decides that it is necessary for more effective dust control.
- U. Provide suitable and safe bridges and other crossings where required for accommodation of travel, and to provide access to private property during construction, and remove said structures thereafter.

1.07 SITE CONDITIONS:

- A. Subsurface Conditions: Refer to Front End documents.

PRODUCTS

1.08 GENERAL

- A. Use only acceptable materials from excavations or borrows.
- B. Provide 3,000 psi concrete.
- C. Provide Fine Aggregate conforming to ASTM C33.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

1.09 EQUIPMENT

- A. The compaction equipment shall be selected by the Contractor, and shall be capable of consistently achieving the specified compaction requirements. The selected compaction equipment shall meet the following minimum requirements:
 - 1. Manually operated vibratory plate compactors weighing no less than 200 pounds [90 kg] with vibration frequency no less than 1600 cycles per minute.
 - 2. Vibratory steel drum or rubber tire roller weighing at least 12,000 pounds [5450 kg].

EXECUTION

1.10 SITE MAINTENANCE

- A. Roadway and Site Leveling: Grade roadway and site as to maintain them in a level unrutted condition and to eliminate puddling of surface and subsurface water.

1.11 EXCAVATION

- A. Execution of any earth excavation shall not commence until the related excavation support systems, and backfill and fill materials submittals are reviewed by the Engineer and all Engineer's comments satisfactorily addressed.
- B. Carry out program of excavation, and excavation support systems to eliminate possibility of undermining or disturbing foundations of existing structures or of work previously completed under this contract.
- C. Excavate to widths that give suitable room for building structures or laying and jointing piping.
- D. Do not plow, scrape or dig by machinery near to finished subgrade in a manner that would result in disturbance of subgrade.
- E. Excavate to lines and grades indicated in an orderly and continuous program.
- F. Establish limits of excavation to allow adequate working space for installing forms and for safety of personnel.
- G. Excavate to elevations indicated, or deeper, as directed by the Engineer, to remove unacceptable material.
- H. Exercise care to preserve material below and beyond the lines of excavations.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

- I. Place excavated material at the approved stockpile locations and in no case closer than 3 feet [90 cm] from edge of excavations to prevent cave-ins of bank slides.
- J. Regard small, less than one cubic yard, boulders, rock fragments, and concrete encountered during excavation as a normal part of in-place soils and not included for payment as rock.

1.12 SEPARATION OF EXCAVATED MATERIALS FOR REUSE

- A. Remove only existing pavement that is necessary for prosecution of work.
- B. Carefully remove loam and topsoil from excavated areas. Store separately for further use or furnish equivalent loam and topsoil as directed.
- C. Carefully remove acceptable material from excavated areas and store separately for further use as backfill material.

1.13 TRENCH EXCAVATION

- A. When pipe is to be laid in gravel bedding or concrete cradle, excavate trench by machinery to, or just below designated subgrade. If material remaining at bottom of trench is disturbed, recompaction shall be required.
- B. When pipe is to be laid directly on bottom of trench, do not excavate lower part of trenches by machinery to subgrade. Remove remainder of material to be excavated just before placing of pipe by use of hand tools. Form a flat or shaped bottom, true to grade, so pipe will have a uniform and continuous bearing. Support on firm and undisturbed material between joints, except for limited areas where use of pipe slings have disturbed bottom.
- C. Depth and width of trench are to conform with OSHA and Florida Trench Safety Act requirements, whichever are more stringent.

1.14 TRENCH EXCAVATION IN FILL

- A. Place and compact material to top of fill or to a minimum height of 1 ft. [30 cm] above top of pipe, whichever is less, when pipe is to be laid in embankment or other recently filled material. Take particular care to ensure maximum consolidation of material under pipe location. Excavate pipe trench as though in undisturbed material.

1.15 EXCAVATION NEAR EXISTING STRUCTURES

- A. Discontinue digging by machinery when excavation approaches pipes, conduits, or other underground structures. Continue excavation by use of

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

hand tools. Include such manual excavation in work to be done when incidental to normal excavation and under items involving normal excavation.

- B. Excavate test pits when determination of exact location of pipe or other underground structure is necessary for doing work properly.

1.16 REMOVAL OF SUBSURFACE OBSTRUCTIONS

- A. Remove indicated subsurface structures and related obstructions to extent shown
- B. Promptly notify the Engineer when any unexpected subsurface facilities are encountered during excavation such as utility lines and appurtenances, walls and foundations.

1.17 UNAUTHORIZED EXCAVATION

- A. When the bottom of any excavation for structures is taken out beyond limits indicated or specified, backfill, with screened gravel and crushed stone wrapped with non-woven geotextile fabric or with 1,500 psi (10 Mpa) concrete.

1.18 REUSE AND DISPOSAL OF SURPLUS EXCAVATED MATERIALS

- A. Reuse surplus acceptable excavated materials for backfill; deposit neatly and grade so as to make or widen fills, flatten side slopes, or fill depressions; or legally dispose off-site; all as directed or permitted and without additional compensation.

1.19 SUBGRADE PREPARATION AND PROTECTION

- A. Remove loam and topsoil, loose vegetable matter, stumps and large roots from areas upon which embankments will be built or material will be placed for grading. Shape subgrade as indicated on drawings, and prepare by forking, furrowing, or plowing so that the first layer of new material placed thereon will be well bonded to it.
- B. As directed by the Engineer, over excavate unacceptable materials below the foundation subgrade. Backfill the over excavation with compacted screened gravel or crushed stone wrapped with nonwoven geotextile fabric. In no case shall the screened gravel be placed directly on the exposed subgrade prior to placing the geotextile fabric.
- C. Proof roll the foundation subgrade prior to backfilling and filling operation, or placing foundation concrete.
- D. Proof roll the pipe trench foundation subgrade prior to backfilling and filling operation, or placing soil-supported pipeline.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

- E. Utilize excavating equipment equipped with a toothless or smooth edged, excavating bucket to expose the pipe trench foundation subgrade to avoid disturbance of the bearing surface. Tamp the exposed subgrade with the excavating bucket prior to backfilling and filling operation, or placing soil-supported pipeline.

1.20 CARE AND RESTORATION OF PROPERTY

- A. Enclose uncut tree trunks adjacent to work in wooden boxes of such height as may be necessary for protection from injury from piled material, equipment, operations, or otherwise due to work. Operate excavating machinery and cranes of suitable type with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.
- B. Cut all branches, limbs, and roots smoothly and neatly without splitting or crushing. Neatly trim, cut the injured portions and cover with an application of grafting wax or tree healing paint as directed.
- C. Protect cultivated hedges, shrubs, and plants which might be injured by the Contractor's operations by suitable means or dig up and temporarily replant and maintain. After construction operations have been substantially completed, replant in original positions and care for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to effect their growth or diminish in their beauty or usefulness, replace by items of equal kind and quality existing at the start of the work.
- D. Do not use or operate tractors, bulldozers, or other power-operated equipment on paved surfaces when their treads or wheels of which are so shaped as to cut or otherwise damage such surfaces.
- E. Restore surfaces damaged by the Contractor's operations to a condition at least equal to that in which they were found immediately before work commenced. Use suitable materials and methods for such restoration.

1.21 BACKFILLING - GENERAL

- A. Do not place, spread, roll or compact fill material during unfavorable weather conditions. If interrupted by heavy rain or other unfavorable conditions, do not resume until ascertaining that the moisture content and density of the previously placed soil are as specified.
- B. Do not use puddling, ponding or flooding as a means of compaction.

1.22 MATERIAL PLACEMENT AND COMPACTION REQUIREMENTS

- A. Select Borrow, and Fine Aggregate

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

1. Dump and spread in layers not to exceed 8-in. [20 cm] uncompacted thickness.
2. Compacted fill and backfill under structures and used for pipe bedding (from below pipe to spring line) shall be as indicated but not less than 95%. Other areas to be compacted to not less than 90% unless otherwise indicated.

B. Screened Gravel and Crushed Stone

1. Dump and spread in layers not to exceed 8-in. [20 cm] uncompacted thickness.
2. Compact using self-propelled vibratory steel drum or rubber tire rollers with a minimum of 4 passes in directions perpendicular to one another in open areas. In small areas, use manually operated vibratory plate compactors with a minimum of 4 passes.

C. Bank-run Gravel and Acceptable materials for use as non-structural fill

1. Dump and spread in layers not to exceed 12-in. [30 cm] uncompacted thickness.
2. Compact to not less than 90% unless otherwise indicated.

D. Backfilling and filling operation shall be suspended in areas where tests are being made until tests are completed and the Testing Laboratory has advised the Engineer that adequate densities are obtained.

1.23 STRUCTURAL FILL AND BACKFILL UNDER STRUCTURES

- A. Compact fill and backfill under structures and pavements with screened gravel, crushed stone, select borrow, or fine aggregate as specified and indicated.

1.24 NON-STRUCTURAL BACKFILL AROUND STRUCTURES

- A. Use acceptable materials for non-structural backfill around structures and compacted as specified and indicated.
- B. Conduct hydraulic testing as soon as practicable after structures are constructed and other necessary work has been done. Start backfilling promptly after completion of tests.
- C. Deposit material evenly around structure to avoid unequal soil pressure.
- D. Do not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking, or other damage.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

1.25 BACKFILLING PIPE TRENCHES

A. General

1. Begin backfilling and proceed until completed after: the pipes and conduits have been laid, joints have acquired maximum degree of hardness, pipelines and conduits have successfully passed tests and inspections as required in the Specifications, and concrete or masonry structures within the trench have reached their design strength to support all loads.
2. Backfill and compact indicated material under, around, and above pipes, conduits, and other structures to the indicated or specified compaction density requirement. Utilize compaction devices which will not damage the pipe, conduit, or structure within the trench.
3. Do not drop backfill material into trench from a height of more than 5 ft. [150 cm], or in a manner which will damage the pipe, conduit, or other structure within trench.

B. Pipe Trenches

1. Materials

- (a) From below pipe to 1 ft. [30 cm] above top of pipe: Use screened gravel or crushed stone if the pipe is below the ground water table, or clean sand if above the water table, unless otherwise indicated.
 - (b) One foot [30 cm] above top of pipe to finished grade or to pavement subbase: Use clean well graded fill or acceptable materials, unless otherwise indicated.
2. Compacting Around Pipes: Compact material around circumference of pipe and the area between the trench wall and the pipe by hand tamping in 6 inches [15 cm] layers.
3. Compacting Above Pipe: Compact material by hand tamping. If trench width is wide enough to accommodate power tools and the compacted material over the pipe will support the load of the power tools without damage to the pipe, use rollers or other powered compaction equipment able to more readily achieve compaction requirements.

1.26 MATERIAL FOR FILLING AND EMBANKMENTS

- A. Use acceptable materials for filling and building embankments unless otherwise indicated.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

1.27 PLACING AND COMPACTING EMBANKMENT MATERIAL

- A. Compact fill material as specified and indicated.
- B. Perform fill operation in an orderly and systematic manner using equipment in proper sequence to meet the specified compaction requirements.
- C. Place fill on surfaces which are free of unacceptable materials.
- D. Begin filling in lowest section of work area. Grade surface of fill approximately horizontal but provide with sufficient longitudinal and transverse slope to allow for runoff of surface water from every point.
- E. Conduct filling so that no obstruction to drainage from other sections of fill area is created at any time.
- F. Reduce moisture content of fill material, if necessary, in source area by working it over under warm and dry atmospheric conditions. A large disc harrow with two to three foot diameter disks may be required for working soil in a drying operation.
- G. Compact uniformly throughout. Keep surfaces of fill reasonably smooth and free from humps and hollows which would prevent proper and uniform compaction. Do not permit hauling equipment to follow a single track on the same layer but direct equipment to spread out to prevent overcompaction in localized areas. Take care in obtaining thorough compaction at edges of fill.
- H. Slightly slope surface of fill to ensure drainage during periods of wet weather. Do not place fill while rain is falling or after a rain-storm until the Engineer considers conditions satisfactory. During such periods and upon suspension of filling operations for any period in excess of 12 hours, roll smooth the surface of fill using a smooth wheel static roller to prevent excessive absorption of rainfall and surface moisture. Prior to resuming compaction operations, remove muddy material off surface to expose firm, compacted material, as determined by the Engineer.
- I. When fill is placed against an earlier fill or against in-situ material under and around structures, including around piping beneath structures or embankments, slope junction between two sections of fill, 1 vertical to 1.5 horizontal. Bench edge of existing fill 24-in. [60 cm] to form a serrated edge of compact stable material against which to place the new fill. Ensure that rolling extends over junction between fills.
- J. When fill is placed directly upon another older fill, clean surface thoroughly of debris and remove any loose material. Then proof roll the entire old surface.
- K. After spreading each loose lift to the required thickness and adjusting its moisture content as necessary, roll with sufficient number of passes to obtain the required compaction. One pass is defined as the required number of successive trips which by means of sufficient overlap will insure complete

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

coverage and uniform compaction of an entire lift. Do not make additional passes until previous pass has been completed.

- L. In case material of any fill sinks and weaves under roller or under hauling units and other equipment, required degree of compaction is not being obtained. Reduce the moisture content. If such sinking and weaving produces surface cracks, suspend operations on that part of the embankment until it becomes sufficiently stabilized. Ideal condition in fill is that attained when the entire fill below the surface being rolled is so firm and hard as to show only the slightest weaving and deflection as roller passes. Spread out rolling operations over the maximum practicable area to minimize condition of sinking and weaving.
- M. If because of defective workmanship, compaction obtained over any area is less than that required, remedy condition at no cost to CITY. If additional rolling or other means fail to produce satisfactory results, remove material in that area down to a level of satisfactory density. Perform removal, replacement, and rerolling without additional compensation

1.28 COMPACTION CONTROL OF BACKFILL, FILL, AND EMBANKMENT

- A. Compact to density specified and indicated for various types of material. Control moisture content of material being placed as specified or if not specified, at a level slightly lower than optimum.
- B. The Testing Laboratory shall provide inspection during filling or backfilling operations to ensure compaction of screened gravel or crushed stone and record compaction equipment in use.
- C. Moisture control may be required either at the stockpile area, pits, or on embankment or backfill. Increase moisture content when material is too dry by sprinkling or other means of wetting uniformly. Reduce moisture content when material is too wet by using ditches, pumps, drainage wells, or other devices and by exposing the greatest possible area to sun and air in conjunction with harrowing, plowing, spreading of material or any other effective methods.

1.29 ALLOWANCE FOR SHRINKAGE

- A. Build embankments or backfill to a height above finished grade which will, in the opinion of the Engineer, allow for the shrinkage or consolidation of material. Initially, provide at all points, an excess of at least 1% of total height of backfill measured from stripped surface to top of finished surface.
- B. Supply specified materials and build up low places as directed, without additional cost if embankment or backfilling settles so as to be below the indicated level for proposed finished surface at any time before final acceptance of the work.

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

1.30 CONTRACT CLOSEOUT

A. Provide in accordance with Section 01700.

- END OF SECTION -

SECTION 02220

EXCAVATION, BACKFILL AND COMPACTION

Part 1 - GENERAL

1.01 WORK INCLUDED

- A. The work included under this section consists of excavating, grading, backfilling and compacting for general construction.
- B. For Excavation and Backfill for Utilities refer to Section 02222.
- C. For Excavation and Backfill for Structures refer to Section 02224.
- D. Excavation shall include the removal of all material of whatever nature encountered, including all obstructions of any nature that would interfere with the proper execution and completion of the work. The removal of said material shall conform to the lines and grades indicated.
- i) When excavations are to be made in paved surfaces, the pavement shall be saw-cut ahead of the excavation by means of suitable sharp tools to provide a uniform sharp edge, with minimum disturbance of remaining material.

1.02 PROTECTION

A. Excavations

- 1. Notify ENGINEER of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.
- 2. Provide and maintain adequate barricades and warning lights to protect open trenches.
- 3. All trenches shall be fully backfilled at the end of each day.

B. Existing Utilities

- 1. Those existing utilities that are to be retained shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.
- 2. The CONTRACTOR shall notify CALL SUNSHINE at their toll free number 1-800-432-4770 and/or each utility individually, forty-eight (48) hours prior to any excavation.

- C. Contractor shall exercise care during excavation in areas of environmental sensitivity and advise the project engineer if any hazardous material is encountered.

SECTION 02220

EXCAVATION, BACKFILL AND COMPACTION

Part 2 - PRODUCTS

2.01 MATERIAL

- A. Material shall comply with Section 125-8 of the FDOT specifications for Road and Bridge Construction, the drawings and other contract documents.
- B. Material used for backfill shall be select granular material, free from grass, roots, brush or other vegetation, rubbish, clay, marl, lumps of broken paving or boulders having maximum dimension larger than six (6") inches. Unsuitable material shall be removed from the site at the CONTRACTOR'S expense away from the project.
- C. Material coming within one foot (1'-0") of any structure or pipe shall be free of rocks or unbroken masses of earthy material having maximum dimension larger than two inches (2").
- D. If, in the ENGINEER'S opinion, material is unsuitable for backfill purposes, imported material having sand equivalent value of no less than twenty percent (20%) shall be used for this portion of the trench backfill. Imported sand backfill, when ordered by the ENGINEER, will be paid for under a separate unit bid item if such bid item has been established, otherwise payment will be made in accordance with a negotiated price.
- E. Suitable For Fills: Material classified as A-1, A-3, or A-2-4 under AASHTO M 145, free from vegetation and organic material, and with not more than 10 percent by weight passing the No. 200 sieve.
- F. Unsuitable For Fills: Materials classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7 and A-8 under AASHTO M 145.
- G. Select Material: Suitable material containing no pieces or rock fragments larger than will pass a 3-inch diameter ring.

Part 3 - EXECUTION

3.01 EXCAVATION

- A. Work shall comply with Section 120 of the FDOT Standard Specifications for Road and Bridge Construction.

SECTION 02220

EXCAVATION, BACKFILL AND COMPACTION

B. Trench and Excavation:

1. Work shall comply with Section 125 of the 1991 FDOT Standard Specifications for Road and Bridge Construction.
2. The maximum amount of open trench permitted in any one (1) location shall be one hundred feet (100'), unless the trench is located within a State or County right-of-way, in which case the requirement would defer to the more stringent of those agencies.
3. All trenches shall be fully backfilled at the end of each day or, in lieu thereof, when approved by the ENGINEER, heavy steel plate adequately braced and capable of supporting vehicular traffic may be used in certain locations where it is impractical to backfill at the end of each day.

C. Over-excavation When Ordered:

1. Trenches shall be over-excavated beyond the depth shown, when ordered by the ENGINEER. Such over-excavation shall be to the depth ordered.
2. The trench shall be refilled to the grade of the bottom of the pipe with either selected granular material obtained from the excavation, sand or crushed rock, at the option of the ENGINEER. When crushed rock bedding is ordered, the material shall be a well-graded material with maximum particle size of three-quarters of an inch (3/4").
3. Bedding material shall be placed in layers, brought to optimum moisture content, and compacted to ninety-five percent (95%) of maximum density.
4. Payment for over-excavation shall be paid for either on a negotiated price basis, or as the ENGINEER may determine in accordance with Section 10.4 of the General Conditions.

D. Over Excavation not Ordered, Specified or Shown:

1. Any over-excavation carried below the grade ordered, specified or shown, shall be refilled to the required grade with suitable selected granular material.
2. Refilled material shall be moistened as required and compacted to ninety-five percent (95%) of maximum density.
3. Work required due to over excavation when not ordered shall be performed by the CONTRACTOR at his own expense.

E. Disposal of Excess Excavated Material:

SECTION 02220

EXCAVATION, BACKFILL AND COMPACTION

1. The CONTRACTOR shall remove and dispose of all excess excavated material at his own expense, in accordance with Paragraph 7.14 C of the General Conditions.
2. All excess suitable material that cannot be used as fill on the site(s), is to remain property of the CITY and shall be removed by the CONTRACTOR to a disposal site(s) as directed by ENGINEER.
3. All materials suitable for use as backfill shall be hauled to and used in areas where not enough suitable material is available from the excavation.
4. Unsuitable material such as trees, shrubs, etc. shall be the CONTRACTORS responsibility to load, haul and provide a disposal site.

3.02 BACKFILLING

- A. Work shall comply with Section 125-8 of the FDOT Specifications for Road and Bridge Construction, the drawings and all other contract documents.
- B. Backfill shall not be dropped directly upon any structure or pipe.
- C. Backfill shall not be placed around or upon any structure until the concrete has attained sufficient strength to withstand the loads imposed.
- D. Backfill around and beneath structures, and beneath paved areas:
 1. Except where otherwise specified for a particular structure or ordered by the ENGINEER, backfill placed around and beneath structures, and beneath paved areas, shall be placed in horizontal layers not to exceed eight inches (8") in thickness, as measured before compaction.
 2. The backfill shall be brought up evenly with each layer moistened and compacted by mechanical means to ninety-five percent (95%) of maximum density.

3.03 COMPACTION TESTING

- A. Compaction testing specified herein are expressed as a percentage of maximum density. Maximum density shall be determined by AASHTO T-180, Method D.
- B. The CITY shall retain the services of an independent materials testing laboratory to perform laboratory and field density tests which, in the opinion of the ENGINEER, are necessary to establish compliance with the compaction

SECTION 02220

EXCAVATION, BACKFILL AND COMPACTION

requirements of these specifications. The first round of tests will be paid from the "Testing Allowance".

- C. The costs of subsequent recompaction and retesting due to not achieving the required minimum compaction shall be borne by the CONTRACTOR at no additional cost to the CITY.
- D. Compaction density tests shall be scheduled by the ENGINEER. CONTRACTOR shall give notice to the ENGINEER 24 hours in advance of required density tests.
- E. All tests which fail to meet minimum compaction requirements shall be paid by the CONTRACTOR. All tests shall be performed in the presence of the ENGINEER or his representative.
- F. 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.

- 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.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02500 - 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 C33	Standard Specification for Concrete Aggregates
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".

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

- 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. Sheet Pile System: Drawings of the sheet pile 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 sheet pile and shoring system. Sheet pile 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. The CONTRACTOR will not be granted contract time extensions due to dewatering permit processing delays.

1.05 QUALITY CONTROL

- A. An independent testing laboratory (Testing Laboratory) will be selected by the CITY to perform field and laboratory soil testing as described in Section 01400, "Testing and Inspection". The cost of the first round of tests will be paid from the "Test Allowance". The costs of subsequent recompaction and retesting resulting from not achieving the required minimum compaction shall be borne by the CONTRACTOR at no additional cost to the CITY.
- B. The CONTRACTOR shall schedule its work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the Testing 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

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

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

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

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 submit to the ENGINEER the sources of each material for review in accordance with Section 01300, "Submittals".
- B. Crushed stone (or drainfield limerock) shall be used as bedding material for piping (except for copper pipe) and/or manholes as shown on the Standard Details when the installation is below the ground water table elevation. Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials.
1. For pipe diameters less than 24 inches, the stone shall conform to the requirements of ASTM C 33, Size No. 57 (3/4-inch rock) and be graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
1-½ inch	100
1 inch	95 - 100
½ inch	25 - 60
No. 4	0 - 10
No. 8	0 - 5

2. For bedding of 24 inch and larger diameter pipe, the stone shall conform to the requirements of ASTM C 33 and 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

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

- C. Sand shall be used for bedding pipe when installed under dry trench conditions, or above the ground water table. Sand shall also be used for bedding copper pipe under all conditions. Sand shall be dry, screened, graded sand with 100 percent passing a 3/8-inch sieve and not more than 5 percent passing a No. 200 sieve.
- D. Limerock screenings, sand or other fine material shall not be used for bedding.
- E. All pipe bedding material shall be new, unless otherwise approved by the Engineer. Existing pipe bedding material may not be used.

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 – Asphaltic Concrete Pavement and 02526 – Concrete Pavement, Curbs and Sidewalk.

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 6 inches to 12 inches as defined on the Drawings. 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.

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

- 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

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

- 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

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

- 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 and Disinfection.
- 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% of the maximum density where the trench is located under structures or paved areas, and 95% 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.

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

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. Sheeting 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 sheeting, will be compensated by the CITY.

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

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, sheeting 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.

SECTION 02222

EXCAVATION AND BACKFILL FOR UTILITIES

- 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 02900 – Sodding.

- END OF SECTION -

EXCAVATION AND BACKFILL FOR STRUCTURES

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. This Section includes, except as elsewhere provided, excavation, filling and compacting work for the piping installation.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01300 - Submittals
- B. Section 01560 – Temporary Environmental Controls
- C. Section 02140 – Dewatering
- D. Section 02210 - Earth Excavation, Backfill, Fill and Grading
- E. Section 02222 – Excavation and Backfill for Utilities

1.03 QUALITY CONTROL

- A. Codes and Standards: Excavation and backfill work shall be performed in compliance with applicable codes, standards and requirements of governing authorities having jurisdiction in the area.
- B. Testing and Inspection Service: An independent testing laboratory (Testing Laboratory) will be selected by the CITY to conduct appropriate field and laboratory tests on soils and other materials in accordance with the Contract Documents. The first round of tests will be paid for from the “Cost Allowance for Permits, Licenses and Fees”. The costs of any subsequent recompaction and retesting due to not achieving the required minimum compaction will be borne by the CONTRACTOR at no additional cost to the CITY.

1.04 JOB CONDITIONS

- A. Existing Utilities
 - 1. Locate existing underground utilities in the areas of work. Test pits and hand excavation in critical areas will be required prior to initiating work.
 - 2. All existing utilities including piping, electrical conduits, electric duct banks and telephone cables that are shown on the Contract Drawings to be relocated, shall be relocated prior to initiating earth work. Excavation and backfill for relocation of existing utilities shall conform to the requirements of Section 02222 - Excavation and Backfill for Utilities. The CONTRACTOR shall coordinate relocation of utilities with utility companies having jurisdiction in the area. Should unknown or incorrectly identified piping or other utilities be encountered during excavation, the CONTRACTOR shall consult the CITY, ENGINEER and Owner of such piping/utility for directions.

EXCAVATION AND BACKFILL FOR STRUCTURES

3. The CONTRACTOR shall cooperate with the CITY and utility companies in keeping respective services and facilities in operation.

1.05 PROHIBITION OF BLASTING

- A. The use of explosives for excavation work is strictly prohibited on this project.

1.06 SUBMITTALS

- A. The CONTRACTOR shall submit information and samples to the ENGINEER for review as specified herein in accordance with Section 01300. The information shall include:
 1. Detailed description of the dewatering method chosen and sequence of dewatering operations, if dewatering is necessary.
 2. Plans showing the methods and locations of dewatering and discharge. The drawings shall include a sufficient number of detailed sections to clearly illustrate the scope of work. The drawings showing all of the above information, including calculations, shall be prepared by a qualified Professional Engineer registered in the state of Florida, and shall bear its seal and signature. A copy of any relevant dewatering permit shall be submitted.
 3. Lists of materials and equipment to be used.
 4. Detailed description of the selected method(s) of excavation, fill and compaction.
 5. Plans of open cut excavations showing side slopes and limits of the excavation at grade where not shown on the Contract Drawings. The traffic lane to be closed and maintained shall be indicated in the submittal.
 6. Design computation of sheeting system. Shoring and sheeting plans shall be designed and sealed by a professional Engineer registered in the State of Florida. Submittals shall indicate depth of penetration.
 7. The CONTRACTOR shall furnish the ENGINEER, for approval, a representative sample of structural fill material from off-site sources at least ten calendar days prior to the date of anticipated use of such material. The sample shall be delivered to the site at a location determined by the ENGINEER. The submittal shall identify the source of the material.

1.07 PROTECTION OF PROPERTY AND STRUCTURES

- A. The CONTRACTOR shall, at its own expense, sustain in place and protect from direct and indirect injury, its work at all times as well as 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

EXCAVATION AND BACKFILL FOR STRUCTURES

property in the vicinity of 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 pipes, 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 and lights shall be placed at all excavations in accordance with OSHA requirements.
- C. Safe and suitable ladders for access to trenches shall be provided in accordance with OSHA requirements.

Part 2 - PRODUCTS

2.01 GENERAL

- A. Specific locations/areas of work where these materials shall be utilized are defined on the Drawings.

2.02 STRUCTURAL FILL

- A. Fill material shall be non-cohesive, non-plastic, granular mixture of local clean sand or local clean sand and limerock free from vegetation, organic material, muck or deleterious matter. Material shall conform to AASHTO-2 gradation with no more than ten (10) percent by weight passing the No. 200 sieve. All rock or hard material shall pass through a 3-inch diameter ring. Broken Portland cement or asphaltic concrete shall not be considered an acceptable fill material. Fill material containing limerock shall have sufficient sand to fill the voids in the limerock. Material placed in the upper 6-inches of all backfills or fills shall not contain any stones or rocks larger than 1-inch in diameter. Limits of excavation and fill shall be as defined on the Drawings. All structural fill materials shall be obtained from off-site sources.

2.03 OTHER MATERIALS

- A. Requirements for any other fill material, if needed, are defined on the Drawings.

Part 3 - EXECUTION

3.01 CONTRACTOR INSPECTIONS

- A. Examine the areas and conditions under which excavating, filling, and grading are to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected.

EXCAVATION AND BACKFILL FOR STRUCTURES

- B. Examine and accept existing grade of the project site walkways, pavements, etc., prior to commencement of work and report to ENGINEER if elevations of existing subgrade substantially vary from elevations shown on the Drawings.

3.02 EXCAVATION FOR STRUCTURES

- A. Unless otherwise indicated on the Drawings, all excavation shall be made in such a manner, and to such widths, as will give ample room for properly constructing and inspecting the structures they are to contain. Excavation shall be made in accordance with the details shown on the Drawings, and as specified herein. Attention shall be given to the proper handling of storm water runoff. The CONTRACTOR shall intercept and collect surface run off both at the top and bottom of cut slopes. The excavating equipment shall operate in an organized fashion so as to remove silt from one edge of the excavation to the other so as not to trap silt within the undercut area.
- B. Where required on the Drawings, unsuitable material (silt layer) beneath the groundwater encountered at the site shall be removed using equipment, as approved by the ENGINEER. The equipment shall operate in an organized manner so as to remove silt from one edge of the excavation to the other so as not to trap silt within the undercut area. Unsuitable material shall be drained while being removed, removed and disposed of off-site by the CONTRACTOR. The CONTRACTOR shall clean all roadways impacted by his demucking, hauling, any temporary stockpiling and removal operations at a frequency as determined by the ENGINEER in the field.
- C. In excavating for footings and foundations, the CONTRACTOR shall take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
- D. The CONTRACTOR shall ensure that its excavation work does not adversely affect the bearing capacity of the structural subsurface. Also, the CONTRACTOR shall proceed with foundation work immediately after excavation work and as expeditiously as possible so as to minimize any potential for subsurface disturbance due to environmental factors, adverse weather, etc. The CONTRACTOR shall also take all necessary precautions to protect its work from potential adverse impacts. Where excavated areas are disturbed by subsequent operations or adverse weather, scarify surface, reshape, fill as required, and compact to required density.
- E. All excavated soil material, removed underground utilities including pipes and fittings, electrical conduits and duct banks, and other undefined materials removed within the limits of the excavation, shall be disposed off-site by the CONTRACTOR.
- F. Refer to the Drawings for additional requirements for excavation for specific locations/areas of work.

EXCAVATION AND BACKFILL FOR STRUCTURES

3.03 UNAUTHORIZED EXCAVATION

- A. Excavation work carried outside of the work limits required by the Contract Documents shall be at the CONTRACTOR's expense, and shall be backfilled by the CONTRACTOR at its own expense with structural fill, as directed by the ENGINEER. Where, in the judgment of the ENGINEER, such over-excavation requires use of lean concrete or crushed stone, the CONTRACTOR, at its expense, shall furnish and place such materials.

3.04 SHEETING AND BRACING

- A. The term "sheeting" shall represent any type of shoring used to support sides of the excavation. Walls of the excavation shall be kept vertical where open cut is not practical and, if required to protect the safety of workmen, the general public, this or other work or structure, or excavation walls, the excavation shall be properly sheeted and braced for conditions encountered and in conformance with OSHA requirements. Excavation for the structures shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation, sheeting, or bracing, of not less than two feet, unless otherwise indicated on the Drawings. Materials encountered in the excavation, which have a tendency to slough or flow into the excavation, undermine the bank, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation shall be retained by sheeting, stabilization, grouting or other acceptable methods.
- B. Minimum length of embedment below the deepest part of the excavation shall be 0.3 times the depth of excavation being supported or greater depending on the sheeting. The design of the sheeting arrangement shall be the responsibility of the CONTRACTOR.
- C. Sheetting shall be removed provided its removal will not jeopardize pipes or structures. Any sheeting left in place must be authorized by the ENGINEER and shall be cut-off two feet below finished grade, or as directed. The CONTRACTOR will not receive extra compensation for sheeting left in place or the cut off work required.

3.05 REMOVAL OF WATER

A. General

- 1. Removal of groundwater, or dewatering, shall be accomplished in accordance with the requirements of Section 02140, "Dewatering", and as indicated below. In the event these requirements are in conflict, the most stringent shall govern.
- 2. The CONTRACTOR shall provide pumps, well points, and other appurtenant equipment necessary to remove and maintain water at such a level as to permit construction in the dry where defined on the Drawings.

EXCAVATION AND BACKFILL FOR STRUCTURES

The ground water level shall be controlled so as to permit the placing and curing of concrete and the maintenance of supporting foundations and adjacent work and structures in the dry.

3. 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.
 4. If excavations to be dewatered cannot be maintained dry by the CONTRACTOR's dewatering efforts, then the CONTRACTOR shall provide tremie seals at no additional cost to the CITY. The placement of tremie seals shall not preclude dewatering operations specified herein. The limits of tremie seals shall be recommended by the CONTRACTOR and reviewed and accepted by the ENGINEER.
 5. Dewatering Permits: If the quantity and/or nature of water withdrawn require approval/permits from regulatory agencies, the CONTRACTOR shall procure such permits at its expense, and submit copies to the ENGINEER before commencing the work. The CONTRACTOR will not be granted contract time extensions due to dewatering permit processing delays.
- B. Disposal: The CONTRACTOR shall be responsible to dispose of water from the dewatering operation in accordance with the Contract Documents and shall obtain all necessary permits and conform to all local regulations and codes. Water from the 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, will not cause any interference with the use of the same by the public, or will not cause pollution of any waterway or stream. Water from dewatering operation may be disposed at locations directed by the CITY with the proper installation of siltation screens and operation of the dewatering system in accordance with all local regulations and codes. The CONTRACTOR shall submit its dewatering method and point(s) of discharge to the ENGINEER for review at least twenty (20) days prior to any dewatering activities. The CONTRACTOR shall provide maintenance of canal(s) and drainage ditches to which it discharges. The cost of maintaining drainage ditches and canal(s) shall be included in the bid price. The CONTRACTOR shall remove siltation and haul, and dispose of this material on a regular basis to maintain the original base conditions at all time, so as not to impact drainage in the general area.

3.06 FILL PLACEMENT AND COMPACTION

A. General

1. Fill material (including structural fill and other fill material) shall be placed within the limits of excavations as shown on the Drawings. When placed

EXCAVATION AND BACKFILL FOR STRUCTURES

in the wet, fill material shall be placed in standing groundwater to a level one foot above stabilized groundwater. The material shall be placed at one edge of the excavation and pushed to the other so as to move residuals across the bottom of the excavation. The leading edge of the fill should be cleaned regularly to remove it of the advancing residuals. All residuals shall be disposed at off-site locations shown on the Drawings or specified herein.

2. Once fill materials have been placed up to one foot above the stabilized groundwater, the entire lift should then be rolled with six passes from a 10-ton roller. The coverage shall be overlapping, and shall occur while the compactor is operated at a travel speed of not more than two feet per second. If a vibratory compactor is used, it should be operated with the vibrator off so as not to induce capillary moisture into the dry fill soils.
 3. Fill materials placed following this initial lift shall be placed in the dry with loose lift thickness of eight inches or less. Each lift shall be compacted to achieve a minimum of 98 percent Modified Proctor maximum dry density in accordance with ASTM D1557. Fill materials shall be placed within two percent of optimum moisture content.
- B. Inspection and Testing: The fill placement and compaction shall be observed by the ENGINEER. As a minimum, an in-place density test will be made in each lift of compacted soil for every 2,500 square feet of area. The CONTRACTOR shall coordinate and cooperate with the Testing Laboratory.
- C. Final Grades: Final structure fill grades shall be within 0.1 feet of elevations shown. Where shown on the Drawings, surfaces shall be sloped for drainage or other surfaces.
- D. Refer to the Drawings for additional fill and compaction requirements for specific locations/areas of work.

3.07 BACKFILL AGAINST STRUCTURES

- A. Backfill against non-water holding structures shall not be performed until the concrete has been inspected by the ENGINEER. Backfill against walls shall also be deferred until the structural slab for floors above the top fill line have been placed and attained design strength. Partial backfilling against adequately braced walls may be considered by the ENGINEER on an individual situation basis. Where walls are to be waterproofed, all work shall be completed and membrane materials dried or cured according to the manufacturer's instructions before backfilling.

- END OF SECTION -

SECTION 02225

CONTAMINATED SOILS AND GROUNDWATER

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. This Section includes, except as elsewhere provided, the work necessary to remove, transport, and properly dispose of contaminated soils and groundwater required for complete construction of structures and underground piping systems and appurtenances as shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02222 – Excavation and Backfill for Utilities
- B. Section 02224 – Excavation and Backfill for Structures

1.03 QUALITY CONTROL

- A. Codes and Standards: All work associated with dewatering, excavation, removal, transportation and disposal of contaminated soils and groundwater shall be performed in compliance with applicable codes, standards and requirements of governing authorities having jurisdiction in the area.
- B. Testing and Inspection Service: A testing laboratory certified by the Broward County Environmental Protection and Growth Management Department (BCEPGMD) and the State of Florida shall be retained by the CONTRACTOR to conduct appropriate soils and groundwater testing in accordance with regulatory requirements and the Contract Documents.

1.04 SUBMITTALS

- A. The CONTRACTOR shall submit information and samples to the CITY for review as specified herein in accordance with Section 01300. The information shall include:
 - 1. Detailed description of the proposed methods for temporary stockpiling, transportation, and disposal of all contaminated soils and groundwater.
 - 2. Copies of permits for all disposal facilities.
 - 3. Copies of all manifest and documentation for handling and disposing of all contaminated soil and groundwater in full compliance with local, state and federal requirements. This documentation must be provided prior to requesting payment under this Bid item.
 - 4. Copies of all laboratory analyses required for transportation and disposal of all contaminated soils and groundwater in full compliance with local, state and federal requirements.
 - 5. Names, addresses and contact numbers of all subcontractors.

SECTION 02225

CONTAMINATED SOILS AND GROUNDWATER

6. Copy of Contractor's Health and Safety Plan and training certificates of personnel who will be handling the contaminated material in accordance with OSHA requirements.

Part 2 - PRODUCTS (NOT USED)

Part 3 - PART 3 - EXECUTION

3.01 CONTAMINATED SOILS

- A. The CONTRACTOR shall retain a laboratory certified by the BCEPGMD and the State of Florida to sample the groundwater in the excavation, the stored soil and soil samples in the perimeter of the excavated hole for petroleum contamination (EPA Methods 601, 602, 610). The number of samples shall be sufficient to comply with the requirements of the CONTRACTOR's approved Dewatering Plan and all local, state and federal regulations. The results of the tests shall be forwarded to the CITY.
- B. Excavated materials which are deemed to be contaminated shall be removed, treated and disposed of by the CONTRACTOR in accordance with all applicable regulatory requirements. The soil may be contaminated with petroleum product which may be partly or entirely diesel fuel or gasoline. When such soil conditions are encountered, they shall be brought to the CITY's attention. The extent of excavation shall be determined in the field by the CITY. Payment for this work shall be in accordance with the allowance bid item for excavation, treatment and disposal of contaminated soil, included in the Schedule of Prices Bid.
- C. All contaminated soil which is excavated shall be stockpiled in an area designated for contaminated soils. The CONTRACTOR shall take whatever precautions are necessary to ensure that contaminated soils are not co-mingled with non-contaminated stockpiled soils and/or mucks.
- D. Contaminated soils must be placed on an impermeable barrier when temporarily stockpiled and must be covered with visquine to prevent runoff. All stockpile leachate or runoff must be collected for disposal in accordance with federal, state and local regulations.
- E. Contaminated soils shall be processed and treated at a state licensed facility. These soils shall be transported and disposed of in accordance with federal, state and local regulations.
- F. The CONTRACTOR shall be responsible for testing soil which has been treated to certify treated soil meets applicable federal, state, and local regulations for final disposal.

SECTION 02225

CONTAMINATED SOILS AND GROUNDWATER

3.02 CONTAMINATED GROUNDWATER

- A. All water generated, pumped or removed from excavations as a result of excavation dewatering activities shall be collected, containerized, and managed prior to discharge and/or treatment at an approved discharge point in accordance with local, state and federal regulations and the requirements of the Contract Documents. If groundwater contamination is identified at any time during the performance of the Work, CONTRACTOR shall immediately notify the CITY.
- B. If contaminated groundwater in the dewatering excavation area is encountered, the contaminated groundwater shall be removed, treated and discharged by the CONTRACTOR in accordance with all applicable regulatory requirements. Payment for this work shall be in accordance with the allowance bid item for treatment and discharge of contaminated groundwater, included in the Schedule of Prices Bid.
- C. Treatment of contaminated groundwater will include the following options, depending on the magnitude of the contamination in the trench: Granular Activated Carbon (GAC) Treatment vessels, mobile air stripping units, vacuum truck removal and disposal or other method as approved by the CITY and regulatory agencies with jurisdiction.
- D. If contaminated groundwater is encountered during construction, CONTRACTOR shall provide reference information for the qualified groundwater remediation subcontractor to be utilized, including phone number, contact name, and address. The selected groundwater treatment/recycling facility for hauling contaminated groundwater shall also be identified.
- E. Effluent water from the treatment system will be analyzed by the certified laboratory to confirm that concentrations are below regulatory limits. Effluent water will then be directed to a pre-approved location as determined by local regulatory agencies and/or the CITY.

3.03 TRANSPORT AND DISPOSAL

- A. Transport Regulations: The CONTRACTOR shall be responsible for the loading, labeling, placarding, marking, weighing, and transporting of all waste materials in accordance with the Florida Department of Transportation Regulations, and U.S. Department of Transportation Regulations. The CONTRACTOR shall use only transporters that are licensed and competent to haul these wastes.

3.04 WASTE CONTAINERS

SECTION 02225

CONTAMINATED SOILS AND GROUNDWATER

- A. Each transport container of waste shall be visually inspected by the CONTRACTOR for leaks, drips, or container damage prior to being loaded. Containers which are found to be leaking or damaged shall not be loaded until the damage is repaired. The CONTRACTOR shall prepare the transport container to prevent spillage or contamination. The CONTRACTOR shall notify the CITY two hours before any loaded transport leaves the site.
- B. All transport containers leaving the site shall be inspected by the CONTRACTOR to ensure that no waste material adheres to the wheels or undercarriage.
- C. All vehicles on which waste is adhering shall be cleaned by sweeping tires and undercarriage or by other dry methods prior to leaving the site.

3.05 SHIPPING RECORDS

- A. The CONTRACTOR shall prepare accurate shipping records for any wastes leaving the site in accordance with applicable federal and state regulations. The CONTRACTOR shall be responsible for providing copies of the records to the CITY and shall immediately notify the CITY of any problems in completing shipments and disposal of wastes.
- B. The CONTRACTOR shall:
 - 1. Be responsible for appropriate measurement of unit quantity (weight or volume) of waste material removed from the site.
 - 2. Coordinate vehicle inspection and recording of quantities leaving the site with the CITY. These quantities shall be compared to recorded quantities received at the treatment or disposal facilities. The CONTRACTOR shall resolve any discrepancies occurring immediately, determining the probable cause for the discrepancy.
 - 3. Be solely responsible for any and all actions necessary to remedy situations involving waste spiked in transit.
- C. The CONTRACTOR shall ensure that a copy of the manifest and disposal receipt/bill of lading are returned to the CITY by the designated treatment or disposal facility within 14 days of receipt of the material to be disposed.

- 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. Section 02210 - Earth Excavation, Backfill, Fill and Grading
- B. Section 02222 - Excavation and Backfill for Utilities
- C. Section 02224 - Excavation and Backfill for Structures
- D. Section 02930 - 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 $\frac{3}{4}$ inches.

Part 3 - EXECUTION

3.01 SUBSOIL PREPARATION

SECTION 02260

FINISH GRADING

- 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 -

LIMEROCK BASE

Part 1 - GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor, materials, equipment and incidentals required to provide limerock base in accordance with the grades and typical sections shown on the Drawings and as specified herein.

1.02 RELATED WORK:

- A. Section 02100 – Clearing and Grubbing.
- B. Section 02260 – Finish Grading
- C. Section 02510 - Asphaltic Concrete Pavement.

Part 2 - PRODUCTS

2.01 MATERIALS

- A. Source: The material used in limerock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the CONTRACTOR'S option; however, only one formation may be used.
- B. Limerock material shall contain not less than 70 percent of carbonates of calcium and magnesium. The maximum percentage of water sensitive clay material shall be 3.
- C. Graduation: At least 97 percent (by weight) of the material shall pass a 3-1/2-inch sieve and the material shall be grades uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
- D. Quality:
 - 1. The limerock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to prevent proper bonding, finishing or strength of limerock base. Limerock material shall be non-plastic, and the liquid amount shall not exceed 35.
 - 2. Compacted limerock material shall have an average LBR value of not less than 100.

LIMEROCK BASE

Part 3 - EXECUTION

3.01 PREPARATION

- A. For new limerock base construction, or areas where pavement is to be replaced, CONTRACTOR shall remove existing subgrade as required to provide the minimum thickness of new limerock base course as indicated on plans.
- B. Compact subgrade to a density of no less than 98% of maximum density as determined by AHSHTO T-180.
- C. No separate bid item is provided in the proposal for evacuating, grading and compacting subgrade. The cost thereof shall be included in the BID schedule items.

3.02 PERFORMANCE

- A. Transporting Limerock: The limerock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread. No hauling over the subgrade or dumping on the subgrade shall be done.
- B. Spreading Limerock:
 - 1. The limerock shall be spread uniformly, and all segregated areas of fine or coarse rock shall be removed and replaced with well-graded rock.
 - 2. When the specified compacted thickness of the base is greater than 6-inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.
- C. Establish grades and cross-sections conforming to plans
 - 1. Provide a minimum of 8 inches of limerock as required to provide grades, elevations and cross sections, or as indicated on plans.
 - 2. For asphalt driveway restoration, the limerock base course shall be a minimum of 6 inches thick.
 - 3. The CONTRACTOR must determine for himself the volume of material required for the site.
- D. Compacting and Finishing Base:

LIMEROCK BASE

1. Work shall comply with Sections 200 of the FDOT Standard Specifications for Road and Bridge Construction.
2. Proposed limerock base shall be compacted to a minimum of ninety-eight percent (98%) of maximum density as determined by ASHTO T-180. Properly compact areas adjacent to curbs, catch basins, manholes and other areas not accessible to rollers with mechanical or hand tamping devices.
3. Correction of Defects:
 - (a) If at any time the subgrade material should become mixed with the base course material, the CONTRACTOR shall dig out and remove the mixture, which shall be shaped and compacted as specified above.
 - (b) 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 or checks by rescarifying, reshaping, adding base material where necessary and recompacting.
4. Field and laboratory testing shall be performed by an independent testing laboratory selected by the City. The first round of tests will be paid from the "Cost Allowance for Permits, Licenses and Fees". In the event compacted material does not meet the specified minimum in-place density, the CONTRACTOR shall re-compact the material and density tests will be repeated until specified minimum results are obtained. All costs of recompaction and retesting shall be borne by the CONTRACTOR at no additional cost to the CITY.

- END OF SECTION -

SECTION 02507

PRIME AND TACK COATS

Part 1 - GENERAL

1.01 WORK INCLUDED

- A. The work specified in this section consists of an application of bituminous material on previously prepared base in accordance with these specifications and in conformity with the line, grades, dimensions and notes shown on the Drawings.
- B. Tack coat will be required prior to overlaying existing pavement.

1.02 RELATED WORK

- A. Section 02510 - Asphaltic Concrete Pavement

Part 2 - PRODUCTS

2.01 MATERIALS

- A. Prime Coat: Unless otherwise indicated, the material used for the prime coat shall be cut back asphalt, Grade RC-70 or RC-250 and shall conform with the requirements specified in AASHTO Designated M 81-75 (1982). Unless otherwise indicated, the use of either RC-70 or RC-250 shall be at the CONTRACTOR'S option.
- B. Tack Coat: The material used for the tack coat shall be emulsified asphalt, Grade RS-2 and shall conform with the requirements specified in AASHTO Designation M 140-82.

2.02 EQUIPMENT

- A. The pressure distributor used for placing the tack or prime coat shall be equipped with pneumatic tires having sufficient width of rubber in contact with the road surface to avoid breaking the bond of or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to width of the application required, within an allowable variation of 2-inches. The outside nozzle at each end of the spray bar shall have an area of opening of not less than 25 percent, nor more than 75 percent in excess of other nozzles which shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzle.

PRIME AND TACK COATS

Part 4 - EXECUTION

4.01 PREPARATION

- A. Before applying any bituminous material, all loose material, dust, dirt, and foreign material, which might prevent proper bond with the existing surface, shall be removed. Particular care shall be taken to clean the outer edges of the strip to be treated in order to insure that the prime or tack coat will adhere.
- B. When the prime or tack coat is applied adjacent to curb and gutter, or another concrete surface (except where they are to be covered with a bituminous wearing coarse) such concrete surfaces shall be protected by heavy paper or other protective material while the primer or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.

4.02 WEATHER LIMITATIONS

- A. No bituminous material shall be applied when the air temperature is less than 50 degrees Fahrenheit in the shade, or when the weather conditions or the condition of the existing surface is unsuitable. In no case shall bituminous material be applied while rain is falling or when there is water on the surface to be covered.

4.03 APPLICATION OF PRIME COAT

- A. After the base has been finished the full width of surface shall be swept with a power broom supplemented with hand brooms and mechanical blowers prior to the application of prime coat. Care shall be taken to remove all loose dust, dirt and objectionable matter. If deemed necessary, the base shall be lightly sprinkled with water immediately in advance of the prime coat. The prime coat shall be applied to the full width of the base.
- B. The temperature of the prime material shall be such as to insure uniform distribution. The material shall be applied with a pressure distributor as specified above. The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. For limerock base, the rate of application shall not be less than 0.10 gallons per square yard; for shell base, the rate of application shall not be less than 0.15 gallons per square yard.
- C. If the roadway is to be opened for use following the application of the prime material, a light uniform application of clean sand shall be applied and rolled. The sand shall be nonplastic, shall be free from slit and rock particles and shall

SECTION 02507

PRIME AND TACK COATS

not contain any sticks, vegetation, grass roots, or organic matter. After the sand covering has been applied, the surface may be opened to traffic.

4.04 APPLICATION OF TACK COAT

- A. In general, a tack coat will not be used on primed bases except in areas which have become excessively dirty and cannot be cleaned or where the prime has cured and lost all of its bonding effect.
- B. No tack coat shall be applied until the primed base or leveling course has been cleaned and is free from sand, dust or other objectionable material.
- C. The tack coat shall be applied with a pressure distributor as specified above. It shall be heated to a suitable consistency and applied in a thin uniform layer at the rate of between .02 gallons and .08 gallons per square yard.
- D. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying, but shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. Suitable precautions shall be taken by the CONTRACTOR to protect the surface while the tack coat is drying and until the wearing surface is applied.

- END OF SECTION -

SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

Part 1 - GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of the construction of asphaltic concrete surface course composed of a mixture of aggregates, mineral filler and asphalt cement properly laid upon a prepared base or a newly constructed and compacted, primed and tacked roadway base course, in accordance with these specifications and in conformity with the lines, grades, thickness and typical cross section shown on the Drawings. The CONTRACTOR shall furnish asphaltic concrete surface course in the locations and to the extent indicated on the Drawings. Minimum required thickness shall be as listed below.

1. For new asphalt roadway pavement construction or reconstruction, provide asphaltic concrete structural surface course consisting of one of the following:
 - (a) "Superpave Asphalt Concrete" per Section 334 of FDOT Standard Specifications for Road and Bridge Construction
 - (b) Type S-III asphaltic concrete surface course
 - (c) Or as otherwise required by the roadway jurisdiction and/or as indicated on the plans.

Thickness of the asphalt course shall be one and a half (1.5") inch thick minimum, or as specified on the Drawings.

1.02 QUALITY ASSURANCE

A. Construction of asphaltic concrete surface courses shall be in accordance with the Standard Specifications for Road and Bridge Construction (current edition), of the Florida Department of Transportation, and supplements thereto, hereinafter referred to as FDOT Specifications, except as amended herein. The FDOT Specifications are hereby made a part of this contract to the extent they are applicable thereto and shall be as binding upon the CONTRACTOR as though reproduced herein.

1.03 RELATED SECTIONS

- A. Section 02332 - Limerock Base.
- B. Section 02507 - Prime and Tack Coats.

SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

Part 2 - PRODUCTS

2.01 MATERIALS

- A. Bituminous Material: Asphalt cement, Viscosity Gard AC-20 or AC-30, shall conform to the requirements of FDOT Specifications, Section 916-1.
- B. Coarse Material: Coarse aggregate, stone or slag shall conform to the requirements of FDOT Specifications, Section 901.
- C. Fine Aggregate Material: Fine aggregate shall conform to the requirements of FDOT Specifications Section 902.
- D. Mineral Filler: Mineral filler shall conform to the requirements of FDOT Specifications, Sections 917-1 and 917-2.

2.02 GENERAL COMPOSITIONS OF MIXTURE:

- A. The bituminous mixture shall be composed of a combination of aggregate (coarse, fine, or mixture thereof), mineral filler, if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded and combined in such proportion that the resulting mixture will meet the grading and physical properties of the approved job mix formula.
- B. In all cases, the job mix formula shall be within the design ranges specified in the following table.

Gradation Design Range

<u>Sieve Size</u>	<u>% by Weight Passing</u> <u>Type S-III</u>
¾-inch	
½-inch	100
3/8-inch	88-100
No. 4	60-90
No. 10	40-70
No. 40	20-45
No. 80	10-30
No. 200	2-6

2.03 JOB MIX FORMULA

- A. No work shall be started on the specific project until the ENGINEER has approved the job mix formula.

SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

- B. The job mix formula shall conform to the requirements of FDOT Specifications, Section 334. In addition, the job mix formula shall include test data showing that the material as produced meets the requirements of the following table:

Mix Type	Minimum Marshall Stability (%)	Flow (0.01 in)	Minimum VMA (%)	Air Voids (%)	Min Effective Asphalt Content (%)
SP-9.5	1,500	8 – 14	15	3 – 7	5.5

Part 3 - EXECUTION

3.01 TRANSPORTATION

- A. The mixture shall be transported in tight vehicles previously cleaned of all foreign material and, if necessary, each load shall be covered with a waterproof canvas cover of sufficient dimensions to protect it from weather conditions. The inside surface of the truck bodies may be thinly coated with soapy water, or a mixture of water with not more than five percent of lubricating oil, but no excess of either shall be used. After the truck bodies are coated and before any mixture is placed therein, they shall be raised so that all excess water will drain out. Kerosene, gasoline or similar products shall not be used to prevent adhesion.

3.02 LIMITATION FOR SPREADING

- A. The mixture shall be spread only when the surface is properly prepared and is intact, firm, cured and dry. No mixture shall be spread when the air temperature is less than 40 degree Fahrenheit, nor when the spreading cannot be finished and compacted during the daylight hours. The temperature of the mix at the time of spreading shall not be less than 230 degree Fahrenheit.

3.03 PLACING

- A. The mixture shall be placed in accordance with the requirements of FDOT Specifications, Section 330-9. The new asphalt pavement shall be placed in two lifts. The second lift shall match the elevation of the adjacent pavement.

3.04 COMPACTING

- A. The mixture shall be compacted in accordance with the requirements of FDOT Specifications 330-10.

SECTION 02510

ASPHALTIC CONCRETE PAVEMENT

3.05 JOINTS

- A. Joints shall conform with the requirements of FDOT Specifications, Section 330-11.

3.06 FIELD QUALITY CONTROL

- A. Surface Requirements: Depressions which may develop after initial rolling shall be remedied by loosening or removing the mixture and adding new material to bring the areas to a true surface. No skin patching shall be done. Such portions of the completed pavement which are defective in surface compaction or in composition, or that do not comply with all other requirements of these specifications, shall be taken up and replaced with suitable mixture, properly laid in accordance with these specifications and at the expense of the CONTRACTOR.
- B. Surface depressions with standing water exceeding $\frac{1}{4}$ " in depth will not be allowed by the City, and shall be repaired by the Contractor at no additional cost.
- C. Thickness Requirements: The thickness of the compacted asphaltic concrete surface course shall be no less than that shown on the Drawings as determined by coring. Thickness testing and correction of defective work shall be as specified in FDOT Specifications, Section 330-14 and 330-15.
- D. "As-Built" limerock elevations shall be signed and sealed by a registered land surveyor and submitted to the Project Engineer for approval prior to placement of asphalt. Elevation shall be taken at high and low points, midpoint, intersections and breaks in grade at intervals not to exceed 50 feet. No separate pay item is included in bid form for this work. Include limerock as-built cost in asphalt section.
- E. Protection of Pavement: After the completion of the pavement, no vehicular traffic of any kind shall be permitted on the pavement until it has set sufficiently to prevent rutting or other distortion.

- END OF SECTION -

SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

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 Section - 01300 - Submittals.

Part 2 - PRODUCTS

2.01 CONCRETE

- A. Concrete shall be Class B, conforming to Section 03300 – Cast-in-place Concrete, Reinforcing and Formwork”, unless noted or specified otherwise.

2.02 REINFORCING AND WELDED WIRE FABRIC

- A. Joint reinforcing and welded wire fabric shall conform to Section 03300 – Cast-in-place Concrete, Reinforcing and Formwork”

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 Section 07920 - 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.

SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

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 braced 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 Section 03300, "Cast-in-place Concrete, Reinforcing and Formwork".

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, where required, shall be placed at mid slab depth, and the fabric shall be maintained at this location during the placing and finishing operations.

SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

- 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.

SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

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.

SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

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.

SECTION 02526

CONCRETE PAVEMENT, CURBS AND SIDEWALKS

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 SIGNS

PART 1 -- GENERAL

1.01 SCOPE

- A. This Section consists of reflective pavement markers, traffic stripes and markings and traffic signs as specified herein, and as required for a complete installation.

1.02 SUBMITTALS

- A. The CONTRACTOR shall submit Shop Drawings and other information to the CITY for review in accordance with the Section entitled "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.

1.04 CERTIFICATION

- A. The CONTRACTOR shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at his expense all signs that fail to meet this requirement.

PART 2 -- PRODUCTS

2.01 PAVEMENT MARKING

- A. CONTRACTOR shall replace any existing reflective pavement markers, traffic stripes and markings damaged during construction.
- B. Paint for traffic stripes and markings shall be in conformance with DOT specification "Thermoplastic Traffic Stripes and Markings Paint" 711-12. The colors of the paint shall be yellow or white as existed before the repair.
- C. Reflective pavement markers shall be in conformance with DOT specification Section 706-2.

2.02 TRAFFIC SIGNS

- A. General: CONTRACTOR shall replace signs damaged during construction. Traffic regulating signs shall conform to the colors, dimensions and requirements of the Manual on Uniform Traffic Control Devices (ANSI).
- B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.
- C. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inches thick minimum and chromate sealed.
- D. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.
- E. Reflective Sheeting: Reflective sheeting shall conform to DOT Type A requirements.
- F. Construction Warning Signs: The CONTRACTOR shall install traffic and warning signs during construction in accordance with OSHA, DOT and County requirements.

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 CITY shall determine the minimum time necessary to cure the adhesive for sufficient set to bear traffic.
- F. Reflective pavement markings shall be placed at locations of fire hydrants and watermain valves as required by City standards.

3.02 SIGN FABRICATION

- A. Preparation of sign blanks and fabrication of reflectorized faces shall conform to the applicable requirements of DOT Section 700-4 and 700-5.

3.03 INSTALLATION

- A. Sign and supports shall be erected in conformance to DOT requirements and as specified herein.
- B. All damaged signs and reflective pavement markers and traffic stripes and markings shall be replaced in conformance with this Section and DOT requirements.

- END OF SECTION -

SECTION 02581

TRAFFIC SIGNS

Part 1 - GENERAL

1.01 REQUIREMENT

- A. This section consists of traffic signs as 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 01300, "Submittals".

1.03 CERTIFICATION

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.

1.04 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.
"BCTED" shall refer to Broward County Traffic Engineering Division.

Part 2 - PRODUCTS

2.01 TRAFFIC SIGNS

- A. General: Traffic regulating signs shall conform to the colors, dimensions and requirements of the Manual on Uniform Traffic Control Devices (ANSI) and displaying the lettering and symbols indicated on the Drawings.
- B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.
- C. Sign Posts: Sign posts installed east of U.S. 1 shall be hot dipped galvanized steel or aluminum.

SECTION 02581

TRAFFIC SIGNS

- D. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inches thick minimum and chromate sealed.
- E. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.
- F. Reflective Sheeting: Reflective sheeting shall conform to DOT Type A requirements.
- G. Construction Warning Signs: The CONTRACTOR shall install traffic and warning signs during construction in accordance with OSHA, DOT and Broward County Public Works requirements.

- END OF SECTION -

SECTION 02582

RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS ADHESIVE

Part 1 - DESCRIPTION

Place raised retroreflective pavement markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings.

Part 2 - MATERIALS

- 1) Use only Class B markers unless otherwise shown in the Plans.
- 2) Meet the requirements of Section 970, "Product Acceptance on the Project", of the Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction. Use only reflective pavement markers and bituminous adhesive that are listed on FDOT's Qualified Products List (QPL). Provide to the Engineer a manufacturer's certification conforming to the requirements of Section 6, which confirms that each product meets the requirements of this Section.

Part 3 - EQUIPMENT

Use equipment having either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots to install hot applied bituminous adhesive. Do not use direct flame melting units with flexible adhesives; however, this type of unit may be used with standard adhesive in accordance with manufacturer's recommendations. Use a melter/applicator unit suited for both melting and pumping the adhesive through heated applicator hoses.

Heat the adhesive to between 375°F and 425°F and apply directly to the bonding surface from the melter/applicator by either pumping or pouring. Maintain the application temperature between 375°F and 425°F. The adhesive may be reheated. However, do not exceed the manufacturer's recommendations for pot life at application temperatures.

Part 4 - APPLICATION

Apply RPMs to the bonding surface using bituminous adhesives only. The Engineer will conduct field testing in accordance with FM 5-566. Correct RPMs not applied in accordance with these requirements at no cost to the City.

Prior to application of adhesive, clean the portion of the bonding surface of any material which would adversely affect the adhesive.

Apply the adhesive to the bonding surface (not the marker) so that 100% of the bonding area of the marker will be covered, in accordance with adhesive manufacturer's recommendations. Apply sufficient adhesive to ensure, that when the marker is pressed downward into the adhesive, adhesive will be forced out around the entire perimeter of the marker.

SECTION 02582

RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS ADHESIVE

Immediately remove excess adhesive from the bonding surface and exposed surfaces of the RPMs. Soft rags moistened with mineral spirits meeting Federal Specifications TT-T-291 or kerosene may be used to remove adhesive from exposed faces of the RPMs. Do not use any other solvent. If any adhesive, pavement marking materials or other foreign matter adheres to the reflective face of the marker, replace the marker at no cost to the City.

Install RPMs with the reflective face of the RPM perpendicular to a line parallel to the roadway centerline.

Ensure that all final RPMs are in place prior to opening the road to traffic.

If more than 2% of the RPMs fail in adhesion or alignment within the first 45 days under traffic, replace all failed markers at no expense to the City. If more than 5% of the markers fail in adhesion and or alignment during the initial 45 day period, the Engineer will extend the replacement period an additional 45 days from the date that all replacement markers have been installed. If, at the end of the additional 45 day period, more than 2% of all markers (initial installation and 45 day replacements combined) fail in adhesion or alignment, replace all failed markers at no expense to the City.

CONTRACTOR'S RESPONSIBILITY FOR NOTIFICATION.

Notify the Engineer prior to the placement of RPMs. At the time of notification, indicate the manufacturer and the LOT numbers of RPMs and bituminous adhesive that are intended for use. Verify that the approved LOT numbers appear on the material packages. Furnish a test report to the Engineer certifying that the materials meet all requirements specified.

METHOD OF MEASUREMENT

The quantities to be paid for will be the number of RPMs, furnished and installed, completed and accepted.

- END OF SECTION -

SECTION 01700

STORM WATER SYSTEM CLEANING AND CCTV

PART 1 -- GENERAL

1.01 SCOPE

- A. This Section covers the preparatory cleaning of storm piping, inlets and manholes as needed prior to the internal survey of all infrastructure by closed-circuit television. It also covers the preparatory cleaning and root removal of infrasture prior to rehabilitation. The CONTRACTOR shall furnish all necessary material, labor, equipment and services required for cleaning the specific stormwater infrastructure.

1.02 GENERAL

- A. Storm Piping Cleaning. The intent of cleaning is to remove foreign materials from the lines and restore the storm system to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers or performance of other specified work. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONTRACTOR will not be required to clean those specific sections. If, in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the CONTRACTOR will not be held responsible so long as they notify the City and the Engineer in advance of any potential issues.
- B. Manhole Cleaning General. All concrete and masonry surfaces must be cleaned prior to repair. Grease, laitance, loose bricks, mortar, unsound concrete, debris, and other obstructing materials must be completely removed. Water blasting (minimum 1,200 psi) utilizing proper nozzles shall be the primary method of cleaning; however, other methods such as wet or dry sandblasting, acid wash, concrete cleaners, degreasers or mechanical means may be required to properly clean the surface. Surfaces on which these methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products.

1.03 HYDRAULIC CLEANING EQUIPMENT

- A. Hydraulically Propelled Equipment. The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the mains. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the mains and public or private property shall be taken.
- B. High-Velocity Jet (Hydrocleaning) Equipment. All high-velocity r cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring

action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

- C. Mechanically Powered Equipment: Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION

3.01 GENERAL

- A. The designated storm piping sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. The equipment shall dislodge, transport and remove all sludge, mud, sand, gravel, rocks, bricks, grease, roots, sticks, and all other debris from the interior of the pipe and manholes. The equipment and methods selected shall be based on the conditions of lines and manholes at the time the work commences and shall be satisfactory to the OWNER. If cleaning of an entire section cannot be successfully performed from one manhole or inlet, the equipment shall be set up on the other manhole or inlet and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire piping section from inlet to inlet or manhole to manhole, the cleaning effort shall be stopped and sufficient inspection performed so that the OWNER can be notified of the reason for inability to continue.

3.02 CLEANING PRECAUTIONS

- A. During all cleaning and preparation operations all necessary precautions shall be taken to protect the storm system infrastructure from damage. During these operations, precautions shall also be taken to insure that no damage is caused to public or private property adjacent to or served by the system or its branches.
- B. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the lines are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the infrastructure. When possible, the system flow shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. Hydrant flow meters must be used and water paid for by the Contractor for all cleaning and flushing efforts. The CONTRACTOR shall employ operational hydrant meters to be obtained from the OWNER, and shall obtain water only from the OWNER's hydrants. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

3.03 MATERIAL REMOVAL

- A. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream inlet or manhole for the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand, or damage pumping equipment, shall not be permitted.
- B. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains or sanitary sewers. The CONTRACTOR shall remove from the site and properly dispose of all solids or semi-solids recovered during the cleaning operation. The CONTRACTOR shall obtain permits and make arrangements as required to properly dispose of solids and pay for all costs for debris removal and transport
- C. The CONTRACTOR is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale to others, or any means other than those given above.
- D. The CONTRACTOR shall keep his haul route and work area(s) neat and clean and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this Contract and in accord with applicable law and regulations. The CONTRACTOR shall immediately cleanup any such spill, or waste. If the CONTRACTOR fails to cleanup such spill, or waste immediately, the OWNER shall have the right to cleanup or arrange for its cleanup and may charge to the CONTRACTOR all costs, including administrative costs and overhead, incurred by the OWNER in connection with such cleanup. The OWNER may also charge to the CONTRACTOR any costs incurred or penalties imposed on the OWNER as a result of any spill, dump or discard. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority. The term "CONTRACTOR" as used in this section shall include the CONTRACTOR's subcontractors and other Contractors.
- E. The general requirements for vehicles hauling such waste materials are as follows: Transport vehicles must be of type(s) approved for this application by the political jurisdictions involved. General requirements are that the vehicles have watertight bodies, that they be properly equipped and fitted with seals and covers to prohibit material spillage or drainage, and that they be cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.
- F. The routes used by the CONTRACTOR for the conveyance of this material on a regular basis shall be subject to approval by the governing authority having jurisdiction over such routes.

3.04 DISPOSAL OF MATERIALS

- A. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the CONTRACTOR in a legal and sanitary manner as approved by

appropriate authorities, at the CONTRACTOR's cost. Copies of records of all disposal shall be furnished to the OWNER, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each workday. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to the OWNER.

3.05 ROOT REMOVAL

- A. Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be exercised during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the traveling of the packer or could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place, fold-and-formed or sectional cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

3.06 ACCEPTANCE OF CLEANING OPERATION

- A. Acceptance of line cleaning shall be made upon the successful completion of the television survey and shall be to the satisfaction of the OWNER. The OWNER must review and approve all pre and post-cleaning television survey tapes and has accepted the cleaning. If television survey shows the cleaning to be unsatisfactory, the CONTRACTOR shall be required to reclean and reinspect the line until the cleaning is shown to be satisfactory. In areas where television survey is not performed, the OWNER may require the CONTRACTOR to pull a double squeegee (with each squeegee the same diameter as the main(s)) through each manhole or inlet section as evidence of adequate cleaning. If internal sealing is to follow the television survey, particular attention should be given to the adequacy of the cleaning to insure that proper seating of the sealing packer can be achieved.
- B. In the event that special cleaning involving the mechanical removal of roots, grease, and/or tuberculation has been authorized, acceptance of line cleaning shall be made upon the successful completion of the post-cleaning television survey and shall be to the satisfaction of the OWNER. Liner installation shall not be initiated until the OWNER has reviewed the post-cleaning television survey tapes and has accepted the cleaning.
- C. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the CONTRACTOR shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags, or draft the water by means of high-velocity jet cleaners. Water removal shall be performed until the television camera lens will no longer be submerged. This requirement may be waived by the OWNER if the water in which the camera lens is submerged, is clear enough to allow the identification of pipe defects, cracks, holes and location of service taps.

3.07 FIELD QUALITY CONTROL

- a. Mandatory Closed-Circuit Television (CCTV) Inspections:
- i. Pre-CCTV Inspection: Prior to the work being started, internal storm video inspection must be performed on all existing storm system piping 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.
 - ii. Post-CCTV Inspection: All newly installed storm piping requires 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 storm pipe. The second post-CCTV inspection of the storm pipe shall be before the end of the 1-year warranty period. Timely reports must be provided to the City for review and approvals.
 - iii. The maximum vertical sag acceptable is 5% of pipe diameter.
 - iv. The Contractor shall be required to repair or replace the pipeline from manhole to manhole or inlet to inlet, if more than two couplings need to be use for correction.
 - v. Prior to repair or replacement of failed storm pipe, the method of repair or replacement shall be submitted to the City for approval. Pressure grouting of pipe shall not be considered as an acceptable method of repair.

- END OF SECTION -

SECTION 02752

REMOVAL AND DISPOSAL OF MATERIAL IN STORM WATER PIPING

PART 1 -- GENERAL

1.01 SCOPE

- A. This Section covers the removal and disposal of debris/sediment in the operational storm water piping. The CONTRACTOR shall furnish all necessary material, labor, equipment and services required for removal and disposal of the debris/sediment in the specific storm water lines.

1.02 GENERAL

- A. Removal of Material in Storm Water Lines. The intent of removal foreign materials from the lines and restore the storm water piping to provide a minimum of 95% of the original carrying capacity or as required for proper drainage system operation.
- B. Disposal of Solids Removed from Storm Water Lines. All solids removed from the drainage system shall be disposed of by the contractor in an appropriately licensed landfill. Throughout the project a log is to be kept detailing the date, location, and amount of material removed from the drainage system. This log is to be given to the City in electronic format prior to project closeout. Under no circumstances shall muck other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains or other sanitary sewers. The CONTRACTOR shall remove from the site and properly dispose of all solids or semi-solids recovered during this operation.
- C. Disposal of Liquids Removed during Removal of Solids from Storm Water Lines. Liquids removed from the system may be returned (decanted) to the City's drainage system as long as the solids are settled out by use of an appropriately sized settling box with a filter bag placed over the settling box discharge AND are returned to an existing inlet through an inlet mounted sediment removal bag approved by the City. The contractor's methodology and location for proposed return water sediment removal must be reviewed and approved by the City and will be enforced throughout the duration of the project.
- D. Turbidity barriers. Prior to starting the removal of debris from storm water piping the contractor shall install floating turbidity barrier which is to be set up at the piping outfall. All turbidity issues brought about by the piping debris removal, dewatering, or decanting activities are the responsibility of the contractor to lawfully resolve at no additional cost to the City.
- E. Piping Plugs. All storm water piping plugs are to be removed from the pipes during rainfall, pending rainfall, and at the completion of each day's work.
- F. Acceptance of Removal of Debris from Piping. Acceptance of debris removal from the specified sections of the storm water piping shall be made upon the successful completion of the television survey inside the piping and shall be to the satisfaction of the OWNER. If television survey shows the debris removal to be unsatisfactory, the CONTRACTOR shall be

required to removal additional debris and provide an additional television survey of the storm water piping until the debris removal is shown to be satisfactory.

- END OF SECTION -

SECTION 02900

LANDSCAPING

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. Items specified in this Section include the installation of new landscaping, or repairs to existing landscaped and grassed areas that may be damaged or disturbed by CONTRACTOR activities.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02510 - Asphaltic Concrete Pavement
- B. Section 02210 - Earth Excavation, Backfill, Fill and Grading
- C. Section 02930 - Sodding

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

SECTION 02900

LANDSCAPING

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. Mulch shall not be placed within 6 inches of tree trunks.

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 re-grade the work areas disturbed by his construction activities to the existing grade prior to commencement of construction.
- B. Sodding shall be as required by Specification Section 02930, "Sodding".

3.02 TREES, GROUND COVER AND SHRUBS

SECTION 02900

LANDSCAPING

- 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 setting plants in holes the CONTRACTOR shall make sure that, when lowered into the hole, the plant shall:
 - 1. Rest on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth
 - 2. Be oriented such as to present the best appearance.
 - 3. 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.

SECTION 02900

LANDSCAPING

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 pints 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 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 02930

SODDING

Part 1 - GENERAL

1.01 SCOPE

- A. Provide all labor, materials and equipment necessary for the installation of new sodding, or complete sodding of existing grassed areas that may have been damaged or disturbed by CONTRACTOR activities. This shall include, but not be limited to: fertilizing, sodding, tests and all incidentals to make the work complete.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02500 - Landscaping
- B. Section 02210 - Earth Excavation, Backfill, Fill and Grading
- C. Section 02260 - Finish Grading

1.03 WORK INCLUDED

- A. Testing of topsoil.
- B. Raking and leveling topsoil as required for sodding.
- C. Liming and fertilizing of topsoil.
- D. Laying and rolling of sod.
- E. Maintaining

1.04 SUBMITTALS

- A. Submit product source and information sheets in accordance with Section 01300, "Submittals".

Part 2 - PRODUCTS

2.01 MATERIALS

- A. Fertilizer
 - 1. Fertilizer shall be commercial fertilizer, as manufactured by International Chemical Company or equal.
 - 2. Said fertilizer shall have a 10-20-6 N.P.K. content and contain a minimum of 60% of organic material.
 - 3. It shall be delivered at the site in the original sealed containers.
- B. Sod

SECTION 02930

SODDING

1. Sod from right-of-way swales within the work area shall be Bahia sod or replaced in-kind, whichever is finer quality.
2. Sod shall be first quality Bahia sod of firm texture having a compacted growth and good root development.
3. Sod shall be absolutely true to varietal type, live, fresh and free from weeds or objectionable vegetation, fungus, insects and disease of any kind. Sod shall be kept moist from the time it is field cut until it is laid at the proposed site.
4. The sod shall be as grown by a certified turf nursery and CONTRACTOR shall inform ENGINEER as to the source of the sod to be utilized prior to ordering and delivery of sod.
5. Sod shall be furnished and installed in rectangular sod strips measuring 12 to 16-inches in width of standard lengths of not less than 2 feet and delivered on pallets.

Part 3 - EXECUTION

3.01 INSTALLATION

- A. Sod shall be placed on all grassed areas disturbed by construction activities, unless otherwise indicated on the Drawings. Sodding shall be in accordance with these specifications and Sections 575 and 981 of FDOT Specifications, whichever is more stringent.
- B. Lawn areas damaged by CONTRACTOR's operations shall be repaired at once by proper sod bed preparation, fertilization and re-sodding, 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.
- A. These areas shall be fine graded to achieve the finished subgrade after compaction which shall be obtained by rolling, dragging or by an approved method which obtains an equivalent compaction to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional existing or furnished topsoil and re-graded and prepared as specified above until it presents a reasonably smooth and even finish at the required sod sub-grade.
- B. All sod furnished shall be living sod containing at least 70% of thickly matter grasses as specified and free from noxious weeds. All sod shall be certified free of fire ants.
- C. No broken pads or torn or uneven ends will be accepted. Standard size sections of sod shall be strong enough to support own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 10% of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.

SECTION 02930

SODDING

- D. Sod shall be harvested, delivered, and installed within a period of 24 hours. Sod not installed within this time period shall be subject to inspection and rejection by ENGINEER, and shall be removed from the site and a fresh sod supply shall be furnished at no extra cost to CITY.
- E. The topsoil shall not be moist at time of installation; however, it shall contain sufficient moisture so as not be powdery or dusty, both as determined by the supplier's representative.
- F. The overlapping of existing lawn with new sod along limit of work lines will not be permitted. Sod shall be laid in strips, edge to edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or with topsoil, as directed by ENGINEER. However, sod laid with joints determined to be too large shall be lifted and re-laid as specified herein at no extra cost to CITY.
- G. Immediately after the sod is laid, the sod shall be watered thoroughly by hand or mechanical sprinkling until the sod and at least 2-inch of the top soil bed have been thoroughly moistened.
- H. 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.
- I. CONTRACTOR shall be responsible to furnish his own supply of water to the site at no extra cost. If possible, CITY shall furnish CONTRACTOR, upon request, with a source and supply of water. CONTRACTOR shall apply for temporary meter and pay CITY for water used at current utility billing rates. However, if CITY's water supply is not available or not functioning, CONTRACTOR shall be responsible to furnish adequate supplies at his own cost. All work injured or damaged due to the lack of, or the use of too much water, shall be CONTRACTOR's responsibility to correct.

5.02 MAINTENANCE

- A. Maintain the entire sodded areas at least a 30-day period or until final acceptance at the completion of the Contract, whichever is longer. Maintenance shall include watering as specified, weeding and removal of stones which may appear. All bare or dead spots which become apparent shall be properly prepared, limed and fertilized, and re-sodded at CONTRACTOR's expense as many times as necessary to secure a good growth. In the event that the sod installation is not accepted by ENGINEER, the entire area shall be maintained and cut by CONTRACTOR until final acceptance of the sod installation.
- B. Take whatever measures are necessary to protect the sod while it is developing. These measures shall include furnishing of warning signs, barriers, or any other necessary measures of protection.

- END OF SECTION -

DIVISION 3
CONCRETE

SECTION 03290

JOINTS IN CONCRETE

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall construct all joints in concrete at the locations shown. Joints required in concrete structures are of various types and will be permitted only where shown, unless specifically accepted by the ENGINEER.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Federal Specifications:

TT-S-0227E(3)	Sealing Compound, elastomeric type, Multi-component for Calking, Sealing, and Glazing Buildings and Other Structures).

- B. U.S. Army Corps of Engineers Specifications:

CRD-C572	PVC Waterstop.

- C. Commercial Standards:

ASTM A 775	Specification for Epoxy-Coated Reinforcing Steel Bars

ASTM C 920	Specification for Elastomeric Joint Sealants

ASTM D 412	Test Methods for Rubber Properties in Tension

ASTM D 624	Test Method for Rubber Property -- Tear Resistance

ASTM D 638	Test Method for Tensile Properties of Plastics

ASTM D 746	Test Method for Brittleness Temperature of Plastics and Elastomers by Impact

ASTM D 747	Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam

ASTM D 1056	Specification for Flexible Cellular Materials -- Sponge or Expanded Rubber

ASTM D 1752	Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

ASTM D 2240

Test Method for Rubber Property -- Durometer Hardness

ASTM D 2241

Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR-Series)

1.03 TYPES OF JOINTS

- A. Construction Joints: When fresh concrete is placed against a hardened concrete surface, the joint between the two pours is called a construction joint. Unless otherwise specified, all joints in water bearing members shall be provided with a waterstop and/or sealant groove of the shape specified and shown. The surface of the first pour may also be required to receive a coating of bond breaker as shown.
- B. Contraction Joints: Contraction joints are similar to construction joints except that the fresh concrete shall not bond to the hardened surface of the first pour, which shall be coated with a bond breaker. The slab reinforcement shall be stopped 4-1/2 inches from the joint; which is provided with a sleeve-type dowel, to allow shrinkage of the concrete of the second pour. Waterstop and/or sealant groove shall also be provided when specified or shown.
- C. Expansion Joints: To allow the concrete to expand freely, a space is provided between the two pours, the joint shall be formed as shown. This space is obtained by placing a filler joint material against the first pour, which acts as a form for the second pour. Unless otherwise specified, all expansion joints in water bearing members shall be provided with a center-bulb type waterstop as shown.
- D. Premolded expansion joint material shall be installed with the edge at the indicated distance below or back from finished concrete surface, and shall have a slightly tapered, dressed, and oiled wood strip secured to or placed at the edge thereof during concrete placement, which shall later be removed to form space for sealing material. The spaces formed shall be filled with a joint sealant as specified.
- E. The space so formed shall be filled with a joint sealant material as specified in the Paragraph in Part 2 entitled "Joint Sealant." In order to keep the two wall or slab elements in line the joint shall also be provided with a sleeve-type dowel as shown.
- F. Control Joint (Weakened Plane): The function of the control joint is to provide a weaker plane in the concrete, where shrinkage cracks will probably occur. A groove, of the shape and dimensions shown, is formed or saw-cut in the concrete. This groove is afterward filled with a joint sealant material as specified in the Paragraph in Part 2 entitled "Joint Sealant."
- G. All other Joints, bearing devices, and elastomeric bearing pads for bridge structures shall comply with CSS Section 51.

1.04 CONTRACTOR SUBMITTALS

- A. Waterstops: Prior to production of the material required under this contract, qualification samples shall be submitted. Such samples shall consist of extruded or molded sections of each size or shape to be used, and shall be accomplished so that the material and

workmanship represents in all respects the material to be furnished under this contract. The balance of the material to be used under this contract shall not be produced until after the ENGINEER has reviewed the qualification samples.

- B. Joint Sealant: Prior to ordering the sealant material, the CONTRACTOR shall submit to the ENGINEER for the ENGINEER's review, sufficient data to show general compliance with the requirements of the Contract Documents. Certified test reports from the sealant manufacturer on the actual batch of material being supplied indicating compliance with the above requirements shall be furnished the ENGINEER before the sealant is used on the job.
- C. Shipping Certification: The CONTRACTOR shall provide written certification from the manufacturer as an integral part of the shipping form, to show that all of the material shipped to this project meets or exceeds the physical property requirements of the Contract Documents. Supplier certificates are not acceptable.
- D. Joint Location: The CONTRACTOR shall submit placement shop drawings showing the location and type of all joints for each structure.

1.05 QUALITY ASSURANCE

- A. Waterstop manufacturer shall demonstrate five years (minimum) continuous, successful experience in production of waterstops.
- B. Waterstop Inspection: It is required that all waterstop field joints shall be subject to rigid inspection, and no such work shall be scheduled or started without having made prior arrangements with the ENGINEER to provide for the required inspections. Not less than 24 hours notice shall be provided to the ENGINEER for scheduling such inspections.
- C. All field joints in waterstops shall be subject to rigid inspection for misalignment, bubbles, inadequate bond, porosity, cracks, offsets, and other defects which would reduce the potential resistance of the material to water pressure at any point. All defective joints shall be replaced with material which shall pass said inspection, and all faulty material shall be removed from the site and disposed of by the CONTRACTOR at its own expense.
- D. The following waterstop defects represent a partial list of defects which shall be grounds for rejection:
 - 1. Offsets at joints greater than 1/16-inch or 15 percent of material thickness, at any point, whichever is less.
 - 2. Exterior crack at joint, due to incomplete bond, which is deeper than 1/16-inch or 15 percent of material thickness, at any point, whichever is less.
 - 3. Any combination of offset or exterior crack which will result in a net reduction in the cross section of the waterstop in excess of 1/16-inch or 15 percent of material thickness at any point, whichever is less.
 - 4. Misalignment of joint which result in misalignment of the waterstop in excess of 1/2-

inch in 10 feet.

5. Porosity in the welded joint as evidenced by visual inspection.
 6. Bubbles or inadequate bonding which can be detected with a penknife test. (If, while prodding the entire joint with the point of a pen knife, the knife breaks through the outer portion of the weld into a bubble, the joint shall be considered defective.)
- E. Waterstop Samples: Prior to use of the waterstop material in the field, a sample of a fabricated mitered cross and a tee constructed of each size or shape of material to be used shall be submitted to the ENGINEER for review. These samples shall be fabricated so that the material and workmanship represent in all respects the fittings to be furnished under this contract. Field samples of fabricated fittings (crosses, tees, etc.) will be selected at random by the ENGINEER for testing by a laboratory at the OWNER's expense. When tested, they shall have a tensile strength across the joints equal to at least 600 psi.
- F. Construction Joint Sealant: The CONTRACTOR shall prepare adhesion and cohesion test specimens as specified herein, at intervals of 5 working days while sealants are being installed.
- G. The sealant material shall show no signs of adhesive or cohesive failure when tested in accordance with the following procedure in laboratory and field tests:
1. Sealant specimen shall be prepared between 2 concrete blocks (1-inch by 2-inch by 3-inch). Spacing between the blocks shall be 1-inch. Coated spacers (2-inch by 1-1/2-inch by 1/2-inch) shall be used to insure sealant cross-sections of 1/2-inch by 2 inches with a width of 1-inch.
 2. Sealant shall be cast and cured according to manufacturer's recommendations except that curing period shall be not less than 24 hours.
 3. Following curing period, the gap between blocks shall be widened to 1-1/2-inch. Spacers shall be used to maintain this gap for 24 hours prior to inspection for failure.
- H. Store waterstops under tarps to protect from oil, dirt, and sunlight.

1.06 GUARANTEE

- A. The CONTRACTOR shall provide a 5-year written guarantee of the entire sealant installation against faulty and/or incompatible materials and workmanship, together with a statement that it agrees to repair or replace, to the satisfaction of the OWNER, at no additional cost to the OWNER, any such defective areas which become evident within said 5-year guarantee period.

PART 2 -- PRODUCTS

2.01 PVC WATERSTOPS

- A. General: Waterstops shall be extruded from an elastomeric polyvinyl chloride compound

containing the plasticizers, resins, stabilizers, and other materials necessary to meet the requirements of these Specifications. No reclaimed or scrap material shall be used. The CONTRACTOR shall obtain from the waterstop manufacturer and shall furnish to the ENGINEER for review, current test reports and a written certification of the manufacturer that the material to be shipped to the job meets the physical requirements as outlined in the U.S. Army Corps of Engineers Specification CRD-C572 and those listed herein.

- B. Flatstrip and Center-Bulb Waterstops: Flatstrip and center-bulb waterstops shall be as detailed and as manufactured by: Esterline/Kirkhill Rubber Co., Brea, California; Water Seals, Inc., Chicago, Illinois; Progress Unlimited, Inc., New York, New York; Greenstreak Plastic Products Co., St. Louis, Missouri; or equal; provided, that at no place shall the thickness of flat strip waterstops, including the center bulb type, be less than 3/8-inch.
- C. Multi-Rib Waterstops: Multi-rib waterstops, where required, shall be as detailed and as manufactured by Water Seals, Inc., Chicago, Illinois; Progress Unlimited, Inc., New York, New York; Greenstreak Plastic Products Co., St. Louis, Missouri; or equal. Prefabricated joint fittings shall be used at all intersections of the ribbed-type waterstops.
- D. Other Types of Waterstops: When other types of waterstops, not listed above are required and shown, they shall be subjected to the same requirements as those listed herein.
- E. Waterstop Testing Requirements: When tested in accordance with the specified test standards, the waterstop material shall meet or exceed the following requirements:

<u>Physical Property, Sheet Material</u>	<u>Value</u>	<u>ASTM Std.</u>
Tensile Strength-min (psi)	1750	D 638, Type IV
Ultimate Elongation-min (percent)	350	D 638, Type IV
Low Temp Brittleness-max (degrees F)	-35	D 746
Stiffness in Flexure-min (psi)	400	D 747
Accelerated Extraction (CRD-C572)		
Tensile Strength-min (psi)	1500	D 638, Type IV
Ultimate Elongation-min (percent)	300	D 638, Type IV
Effect of Alkalies (CRD-C572)		
Change in Weight (percent)	+0.25/-0.10	-----
Change in Durometer, Shore A	+5	D 2240
Finish Waterstop		
Tensile Strength-min (psi)	1400	D 638, Type IV
Ultimate Elongation-min (percent)	280	D 638, Type IV

2.02 JOINT SEALANT

- A. Joint sealant shall be polyurethane polymer designed for bonding to concrete which is

continuously submerged in water. No material will be acceptable which has an unsatisfactory history as to bond or durability when used in the joints of water retaining structures.

- B. Joint sealant material shall meet the following requirements (73 degrees F and 50 percent R.H.):

Work Life	45 - 90 minutes
Time to Reach 20 Shore "A" Hardness (at 77 degrees F, 200 gr quantity)	24 hours, maximum
Ultimate Hardness (ASTM D 2240)	30 - 40 Shore "A"
Tensile Strength (ASTM D 412)	250 psi, minimum
Ultimate Elongation (ASTM D 412)	400 percent, minimum
Tear Resistance (Die C ASTM D 624)	75 pounds per inch of thickness, minimum
Color	Light Gray

- C. All polyurethane sealants for waterstop joints in concrete shall conform to the following requirements:

1. Sealant shall be 2-part polyurethane with the physical properties of the cured sealant conforming to or exceeding the requirements of ANSI/ASTM C 920 or Federal Specification TT-S-0227 E(3) for 2-part material, as applicable.
2. For vertical joints and overhead horizontal joints, only "non-sag" compounds shall be used; all such compounds shall conform to the requirements of ANSI/ASTM C 920 Class 25, Grade NS, or Federal Specification TT-S-0227 E(3), Type II, Class A.
3. For plane horizontal joints, the self-leveling compounds which meet the requirements of ANSI/ASTM C 920 Class 25, Grade P, or Federal Specification TT-S-0227 E(3), Type I shall be used. For joints subject to either pedestrian or vehicular traffic, a compound providing non-tracking characteristics, and having a Shore "A" hardness range of 35 to 45, shall be used.
4. Primer materials, if recommended by the sealant manufacturer, shall conform to the printed recommendations of the sealant manufacturer.

- D. All sealants, wherever shown, or required hereunder shall be PSI-270 as manufactured by Polymeric Systems Inc.; Elastothane 227R as manufactured by Pacific Polymers; Sikaflex 2C, as manufactured by Sika Corporation; or equal.

- E. Sealants for non-waterstop joints in concrete shall conform to the requirements of Section 07920, "Sealants and Calking."

2.03 JOINT MATERIALS

- A. Bearing Pad: Bearing pad to be neoprene conforming to ASTM D 2000 BC 420, 40 durometer hardness unless otherwise noted.
- B. Neoprene Sponge: Sponge to be neoprene, closed-cell, expanded, conforming to ASTM D 1056, type 2C3-E1.
- C. Joint Filler:
 - 1. Joint filler for expansion joints in waterholding structures shall be neoprene conforming to ASTM D1056, type 2C5-E1.
 - 2. Joint filler material in other locations shall be of the preformed non-extruding type joint filler constructed of cellular neoprene sponge rubber or polyurethane of firm texture. Bituminous fiber type will not be permitted. All non-extruding and resilient-type preformed expansion joint fillers shall conform to the requirements and tests set forth in ASTM D 1752 for Type I, except as otherwise specified herein.

2.04 PREFORMED JOINT FILLER

- A. Preformed joint filler material shall be of the preformed non-extruding type joint filler constructed of cellular neoprene sponge rubber or polyurethane of firm texture. Bituminous fiber type will not be permitted. All non-extruding and resilient-type preformed expansion joint fillers shall conform to the requirements and tests set forth in ASTM D 1752 for Type I, except as otherwise specified herein.
- B. Unless otherwise noted, preformed joint filler shall be a non-extruding, resilient, bituminous type conforming to the requirements of ASTM D 1751.

2.05 BACKING ROD

- A. Backing rod shall be an extruded closed-cell, polyethylene foam rod. The material shall be compatible with the joint sealant material used and shall have a tensile strength of not less than 40 psi and a compression deflection of approximately 25 percent at 8 psi. The rod shall be 1/8-inch larger in diameter than the joint width except that a one-inch diameter rod shall be used for a 3/4-inch wide joint.

2.06 BOND BREAKER

- A. Bond breaker shall be Super Bond Breaker as manufactured by Burke Company, San Mateo, California; Select Cure CRB as manufactured by Select Products Co., Upland, California; or equal. It shall contain a fugitive dye so that areas of application will be readily distinguishable.

2.07 BENTONITE WATERSTOP

- A. Where called for in the Contract Documents, bentonite type waterstop, which shall expand in the presence of water to form a watertight joint seal without damaging the concrete in

which it is cast, shall be provided.

- B. The bentonite waterstop shall be composed of 75 percent bentonite. The balance of the material shall be butyl rubber-hydrocarbon with less than 1.0 percent volatile matter. The waterstop shall contain no asbestos fibers or asphaltics.
- C. The manufacturer's rated application temperature range shall be from 5 to 125 degrees F. The service temperature range shall be from -40 to 212 degrees F.
- D. The cross sectional dimensions of the unexpanded waterstop shall be one inch by 3/4-inch.
- E. The waterstop shall be provided with an adhesive backing which will provide excellent adhesion to concrete surfaces.

2.08 SLIP DOWELS

- A. Slip dowels in joints shall be A36 smooth epoxy-coated bars, conforming to ASTM A 775.

2.09 PVC TUBING

- A. PVC tubing in joints shall be Sch. SDR 13.5, conforming to ASTM D 2241.

PART 3 -- EXECUTION

3.01 GENERAL

- A. Waterstops of the type specified herein shall be embedded in the concrete across joints as shown. All waterstops shall be fully continuous for the extent of the joint. Splices necessary to provide such continuity shall be accomplished in conformance to printed instructions of manufacturer of the waterstops. The CONTRACTOR shall take suitable precautions and means to support and protect the waterstops during the progress of the work and shall repair or replace at its own expense any waterstops damaged during the progress of the work. All waterstops shall be stored so as to permit free circulation of air around the waterstop material.
- B. When any waterstop is installed in the concrete on one side of a joint, while the other half or portion of the waterstop remains exposed to the atmosphere for more than 2 days, suitable precautions shall be taken to shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.

3.02 SPLICES IN WATERSTOPS

- A. Splices in waterstops shall be performed by heat sealing the adjacent waterstop sections in accordance with the manufacturer's printed recommendations. It is essential that:
 - 1. The material not be damaged by heat sealing.

2. The splices have a tensile strength of not less than 60 percent of the unspliced materials tensile strength.
 3. The continuity of the waterstop ribs and of its tubular center axis be maintained.
- B. Butt joints of the ends of 2 identical waterstop sections may be made while the material is in the forms.
- C. All joints with waterstops involving more than 2 ends to be jointed together, and all joints which involve an angle cut, alignment change, or the joining of 2 dissimilar waterstop sections shall be prefabricated by the CONTRACTOR prior to placement in the forms, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon being inspected and approved, such prefabricated waterstop joint assemblies shall be installed in the forms and the ends of the 24-inch strips shall be butt welded to the straight run portions of waterstop in place in the forms.
- D. Where a centerbulb waterstop intersects and is jointed with a non-centerbulb waterstop, care shall be taken to seal the end of the centerbulb, using additional PVC material if needed.

3.03 JOINT CONSTRUCTION

- A. Setting Waterstops: In order to eliminate faulty installation that may result in joint leakage, particular care shall be taken of the correct positioning of the waterstops during installation. Adequate provisions must be made to support and anchor the waterstops during the progress of the WORK and to insure the proper embedment in the concrete. The symmetrical halves of the waterstops shall be equally divided between the concrete pours at the joints. The center axis of the waterstops shall be coincident with the joint openings. Maximum density and imperviousness of the concrete shall be insured by thoroughly working it in the vicinity of all joints.
- B. In placing flat-strip waterstops in the forms, means shall be provided to prevent them from being folded over by the concrete as it is placed. Unless otherwise shown, all waterstops shall be held in place with light wire ties on 12-inch centers which shall be passed through the edge of the waterstop and tied to the curtain of reinforcing steel. Horizontal waterstops, with their flat face in a vertical plane, shall be held in place with continuous supports to which the top edge of the waterstop shall be tacked. In placing concrete around horizontal waterstops, with their flat face in a horizontal plane, concrete shall be worked under the waterstops by hand so as to avoid the formation of air and rock pockets.
- C. In placing centerbulb waterstops in expansion joints, the centerbulb shall be centered on the joint filler material.
- D. Waterstop in vertical wall joints shall stop 6 inches from the top of the wall where such waterstop does not connect with any other waterstop and is not to be connected to for a future concrete placement.
- E. Joint Location: Construction joints, and other types of joints, shall be provided where shown. When not shown, construction joints shall be provided at 25-foot maximum

spacing for all concrete construction, unless noted otherwise. Where joints are shown spaced greater than 40 feet apart, additional joints shall be provided to maintain the 25-foot maximum spacing. The location of all joints, of any type, shall be submitted for acceptance by the ENGINEER.

- F. Joint Preparation: Special care shall be used in preparing concrete surfaces at joints where bonding between 2 sections of concrete is required. Unless otherwise shown, such bonding will be required at all horizontal joints in walls. Surfaces shall be prepared in accordance with the requirements of Section [03300], "Cast-in-Place Concrete." Except on horizontal wall construction joints, wall to slab joints or where otherwise shown or specified, at all joints where waterstops are required, the joint face of the first pour shall be coated with a bond breaker as specified herein.
- G. Construction Joint Sealant: Construction joints in water-bearing floor slabs, and elsewhere as shown, shall be provided with tapered grooves which shall be filled with a construction joint sealant. The material used for forming the tapered grooves shall be left in the grooves until just before the grooves are cleaned and filled with joint sealant. After removing the forms from the grooves, all laitance and fins shall be removed, and the grooves shall be sand-blasted. The grooves shall be allowed to become thoroughly dry, after which they shall be blown out; immediately thereafter, they shall be primed, bond breaker tape placed in the bottom of the groove, and filled with the construction joint sealant. The primer used shall be supplied by the same manufacturer supplying the sealant. No sealant will be permitted to be used without a primer. Care shall be used to completely fill the sealant grooves. Areas designated to receive a sealant fillet shall be thoroughly cleaned, as outlined for the tapered grooves, prior to application of the sealant.
- H. The primer and sealant shall be placed strictly in accordance with the printed recommendations of the manufacturer, taking special care to properly mix the sealant prior to application. The sides of the sealant groove shall not be coated with bond breaker, curing compound, or any other substance which would interfere with proper bonding of the sealant. All sealant shall achieve final cure at least 7 days before the structure is filled with water.
- I. All sealant shall be installed by a competent waterproofing specialty contractor who has a successful record of performance in similar installations. Before work is commenced, the crew doing the WORK shall be instructed as to the proper method of application by a representative of the sealant manufacturer.
- J. Thorough, uniform mixing of 2-part, catalyst-cured materials is essential; special care shall be taken to properly mix the sealer before its application. Before any sealer is placed, the CONTRACTOR shall arrange to have the crew doing the WORK carefully instructed as to the proper method of mixing and application by a representative of the sealant manufacturer.
- K. Any joint sealant which, after the manufacturer's recommended curing time for the job conditions of the WORK hereunder, fails to fully and properly cure shall be completely removed; the groove shall be thoroughly sandblasted to remove all traces of the uncured or partially cured sealant and primer, and shall be re-sealed with the specified joint sealant. All costs of such removal, joint treatment, re-sealing, and appurtenant work shall be at the

expense of the CONTRACTOR.

L. Bentonite Waterstop:

1. Where a bentonite waterstop is called for in the Contract Documents, it shall be installed with the manufacturer's instructions and recommendations; except, as modified herein.
2. When requested by the ENGINEER, the manufacturer shall provide technical assistance in the field.
3. Bentonite waterstop shall only be used where complete confinement by concrete is provided. Bentonite waterstop shall not be used in expansion or contraction joints nor in the first 6 inches of any intersecting joint.
4. The bentonite waterstop shall be located as near as possible to the center of the joint and it shall be continuous around the entire joint. The minimum distance from the edge of the waterstop to the face of the member shall be 5 inches.
5. Where the thickness of the concrete member to be placed on the bentonite waterstop is less than 12 inches, the waterstop shall be placed in grooves formed or ground into the concrete. The groove shall be at least 3/4 inch deep and 1-1/4 inches wide. When placed in the groove, the minimum distance from the edge of the waterstop to the face of the member shall be 2.5 inches.
6. Where a bentonite waterstop is used in combination with PVC waterstop, the bentonite waterstop shall overlap the PVC waterstop for a minimum of 6 inches and shall be placed in contact with the PVC waterstop.
7. The bentonite waterstop shall not be placed when the temperature of the waterstop material is below 40 degrees F. The waterstop material may be warmed so that it shall remain above 40 degrees F during placement; however, means used to warm the material shall in no way harm the material or its properties. The waterstop shall not be installed where the air temperature falls outside the manufacturer's recommended range.
8. The concrete surface under the bentonite waterstop shall be smooth and uniform. The concrete shall be ground smooth if needed. Alternately, the bentonite waterstop shall be bonded to the surface using an epoxy grout which completely fills all voids and irregularities beneath the waterstop material. Prior to installation, the concrete surface shall be wire brushed to remove any laitance or other materials that may interfere with the bonding of epoxy.
9. The bentonite waterstop shall be secured in place with concrete nails and washers at 12-inch maximum spacing. This shall be in addition to the adhesive backing provided with the waterstop.

- END OF SECTION -

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

Part 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide all labor, materials, equipment, fabrication, incidentals, transportation, placing and supervision necessary to complete all cast-in-place concrete work, its finishing, and all related work called for by the Contract Drawings and/or Specifications, or reasonably inferable from either or both, as needed for a complete and proper installation.
- B. Related work: Work affecting this Section includes, but is not limited to:
 - 1. Shop Drawings-Per General Conditions and as specified herein.
 - 2. Materials and storage thereof
 - 3. Reinforcing-Bar and fabric
 - 4. Accessories of every nature, including form tie system.
 - 5. Formwork and removal thereof, including shoring and reshoring
 - 6. Concrete proportions and mixes
 - 7. Placing of concrete
 - 8. Admixtures
 - 9. Joints, metal joint screeds and joint fillers
 - 10. Finishes of all types
 - 11. Protection and curing
 - 12. Patching
 - 13. Laboratory Testing

1.02 QUALITY ASSURANCE

- A. Unless otherwise indicated, all materials, workmanship and practices shall conform to the requirements of ACI 301-96 "Specifications for Structural Concrete for Buildings", except as modified by supplemental requirements hereinafter.

1.03 STANDARDS

- A. ACI 301-96 Specifications for Structural Concrete
- B. ACI 318-95 Building Code Requirements for Reinforced Concrete
- C. Florida Building Code, latest edition.
- D. ACI 117-90 Standard Specifications for Tolerances for Concrete Construction and Materials

Part 2 - PRODUCTS

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

2.01 MATERIALS

A. Materials for Concrete:

1. Cement shall conform to the following: Portland Cement ASTM C150, normal, type I or type II. Provide domestic cement of one type and from same source for entire project.
2. Mineral Admixtures:
 - (a) Fly Ash: Shall conform to ASTM C 618, with 20% maximum of total cementitious weight.
 - (b) Ground Blast Furnace Slag: Shall conform to ASTM C 989-93. 30% maximum of total cementitious weight.
3. Chemical Admixtures: The following admixtures are permitted, but require written approval from the Engineer:
 - (a) Air Entraining Admixture: Comply with ASTM C260. "Specifications for Air-Entraining Admixtures for Concrete.
 - (b) Water Reducing Admixture: Comply with ASTM C494 "Specifications for Chemical Admixtures for Concrete", Type A, and compatible with air entraining admixture.
 - (c) Water Reducing and Retarding Admixture: Comply with ASTM C494, "Specifications for Chemical Admixtures for Concrete, Type D, and compatible with air entraining admixture.
 - (d) High Range Water Reducing Admixture: Comply with ASTM C494, "Specifications for Chemical Admixtures for Concrete", Type F or G, and compatible with air entraining admixture (Including superplasticizer to reduce water content.)
 - (e) Admixtures containing added calcium chloride are not permitted.
4. Aggregates: Shall conform to ASTM C 33 and shall be quarried/mined in fresh water. Aggregates from salt water or brackish water are not permitted. Coarse aggregate size shall not exceed:

<u>Concrete member</u>	<u>Size</u>	
Walls	3/4"	67#
Beams or structural slabs not on ground	3/4"	67#
Columns and all other concrete	1"	57#
Drilling concrete pad or slabs on ground	1"	57#

5. In sanitary sewage applications, where called for in the plans and/or specifications an antimicrobial admixture as specified below shall be utilized:

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

- (a) An antimicrobial agent, Con^{mic}Shield®, or approved equal, shall be used to render the concrete uninhabitable for bacteria growth.
 - (b) Contractor shall mix the liquid antimicrobial additive with the total water content of the concrete mix design in a proportion of 1 gallon per cubic yard. In the case of repairs to damaged concrete a proportion of 2 gallons per cubic yard shall be utilized.
 - (c) In some instances all of the concrete in the structure in will receive the additive and in other instances only a portion of the concrete will receive the additive. Hence, the Contractor shall apply the additive only as directed in the specific instance.
 - (d) Contractor shall submit a letter of certification to the City, stating that the correct amount and correct mixing procedure was followed for all antimicrobial concrete.
 - (e) Con^{mic}Shield® antimicrobial additive shall be as manufactured by Con^{mic}Shield® Technologies, Inc. 541 - 10th Street NW, #233, Atlanta, GA 30318. Phone: (877)543-2094.
- B. Portland cement and reinforcing steel: Comply with ACI 301-96 and, with all modifications and supplements thereto listed in Part 3 of this specification.
- C. Burlap mats: Conform to AASHTO Specification M182. (Burleen non-staining mats.)
- D. Epoxy bonding agent: A two (2) component, solvent free, moisture insensitive structural epoxy adhesive conforming to ASTM C881-90 Type II, Sikadur 32 Hi-Mod, as manufactured by Sika Corp., Concrevice 1090 Liquid by Master Builders or approved equal.
- E. Anchor bolts, nuts and washers: Conform to ASTM A449-89, hot-dip galvanized.
- F. Dovetail slots: Galvanized steel, 22 gauge, 1"x 1", with 5/8" throat, fiber filled.
- G. Forms:
- 1. Plywood Forms: PS-1, B-B Concrete Form, Class I, exterior type, mill oiled and edge sealed. Thickness shall be as required to support concrete at the rate placed, but not less than 3/4".
 - 2. Steel Forms: Uncoated steel, 3/16"-inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to dent, bend or dimple under wet concrete loads, vibrator impact and tool impact. Maintain steel forms in rust free condition by use of steel wool and light grinding, followed by coats of the specified release agent. Forms should be adjustable to be brought into true alignment without steps or ridges.
- H. Form release agent:

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

1. For plywood forms use a natural non-petroleum base, non-staining and non-retarding release agent that will effectively prevent absorption of moisture and prevent bond with concrete, and leaves the concrete with a paintable surface.
 2. For steel forms, use an approved material that will not stain, color or otherwise affect the finish of the concrete. Form coating shall not be detectable on finished surfaces.
 3. Round column forms: Provide seamless fiber forms with the three plies nearest to the interior surface of the form deckled or scarfed and overlapped to minimize spiral gaps or seams on the column surface.
- I. Form Ties: Steel rod type with integral waterstops and cones, and with ends or end fasteners that can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance, but not less than 2 inches from the formed face of the concrete. Wire tie, banding wire and wood spreaders will not be permitted.
- J. Form Inserts:
1. Bevel or chamfer strips: Wood or non-staining plastic, 3/4" wide on each leg at exposed edges of concrete members, unless otherwise noted on plans.
 2. Tongue and Groove Joint Forms: Minimum 24 gauge with steel stakes and splice plates. Forms shall be designed for joints not to receive a poured seal.
 3. Pipe hangers and other utility supports: AISI Type 316 stainless steel.
- K. Non-Shrink Grout: Non-shrink, non-metallic grout conforming to ASTM C 1107 Grade B or Grade C only. Grout must meet ASTM C 1107 at a temperature range of 50 F to 90 F at a flowable consistency.
- L. Grout for Surface Repair and Bond Coat:
1. For repair, one part Portland cement to two parts fine sand, and a 50% of water and 50% Acryl 60 or equal (Thoroseal or Acryl Set Bonding Agent by Master Builders) to produce a stiff mortar.
 2. For bond coat, one part Portland cement to one part sand, and a 50% of water and 50% Acryl 60 or equal (Thoroseal or Acryl Set Bonding Agent) to produce a slurry mix.
- M. Moisture Barrier: Kraft paper and glass reinforcing fibers sandwiched between 2 layers of polyethylene film with a permeance rating of maximum 0.1 as per ASTM E-96, Procedure A.
- N. Preformed Expansion Joint Filler: Non-extruding type, self expanding cork, 3/4", 1", and 1½" cork (not to be used for sidewalks), conforming to plans or as otherwise

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

noted on drawings, conforming to the requirements of ASTM D1752, Type II, and compatible with joint sealant compound.

- O. Joint Sealant Compound: Non-sag, 2 component, solvent free, moisture insensitive, flexible, epoxy resin conforming to the requirements ASTM C920-87 Type M, Grade NS. Additionally, the sealant must be recommended by the manufacturer to perform under continuous immersion in water.
- P. Polyurethane Elastomeric Sealant: Sikaflex-2c, NS/SL or approved equal. Provide a 2- component, premium-grade, polyurethane-based, elastomeric sealant. It is principally a chemical cure in a non-sag and self-leveling consistency. Sealant shall meet ASTM C-920 and Federal Specifications TT-S-00227E.

- 1. Joint Movement: +50%.

Q. Waterstops:

- 1. Volclay Waterstop-RX or approved equal. Flexible strip of bentonite waterproofing compound in coiled form.

(a) Chemical Composition:

- (1) Butyl Rubber-Hydrocarbon: 24.9% by weight; ASTM D-297.
- (2) Bentonite: 75 % by weight; SS-S-210-A.
- (3) Volatile Matter: Below 1 %; ASTM D-6.
- (4) Waterstop shall not contain any asbestos fibers or asphaltics.

(b) Physical Properties:

- (1) Specific Gravity: 1.57; ASTM D-71.
- (2) Application Temperature Range: 5-125 F.
- (3) Flash Point: 365; ASTM D 93-97.
- (4) Accelerated Aging: Maintained 99% solids.
- (5) Dimensions: 1" x 3/4" x 16'-6"

- 2. Polyvinyl chloride (PVC): Conforming to the requirements of U.S. Army Corps of Engineers Specification CRD-C-572 and of the following type:

- (a) Expansion Joints: 9-inches by 3/8-inch, ribbed center bulb.
- (b) Construction Joint: 9-inches by 3/8-inch, flat ribbed.
- (c) Only where specified on Plans at construction and expansion joints: 9-inches by 3/8-inch, split ribbed.
- (d) Install waterstops as shown as manufactured structures.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

- R. Fiber Reinforcement: Fiber reinforcement shall not be used in the concrete unless ordered by the Engineer in writing. It shall consist of 100% virgin polypropylene fibrillated fiber- dosage of 2 lbs. per cubic foot.
1. Compressive Strength: 1 psi (.006895 M Pa), ASTM C-39.
 2. Flexural Strength: 288 psi (2.0 M Pa) after 7 days, 390 psi (2.7 M Pa) after 28 days; ASTM C-78.
 3. Splitting Tensile Strength: 194 psi (1.3 M Pa) after 7 days, and 290 psi (2.0 M Pa) after 28 days; ASTM C-496.
 4. Source: Fibermesh Micro-Reinforcement System by Fibermesh Company, Division of Synthetic Industries, Inc., or approved equal.
- S. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.
- T. A shrinkage reducing admixture (Teraguard) or equivalent at the rate of 2.2% by weight of cement may be used in the concrete to meet the shrinkage limitations.
- U. To protect the concrete slab against the elements, the Engineer may direct the Contractor to spray an evaporation retarder on the finished concrete slab immediately behind the cement finishing process at no additional cost to the City. This is not a curing compound.

Part 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work.

3.02 SUPPLEMENTAL REQUIREMENTS

- A. All phases of concrete construction, including materials formwork, and all other related procedures shall comply with the most stringent allowed tolerances of ACI-301 and ACI-117 Standards (Latest Edition) - Non compliance with these standards will cause full rejection of any work done.
- B. Comply with ACI 301-96 and with all modifications and supplements thereto listed herein. In addition to the ACI Standards on finished concrete, the Engineer will only approve quality finished concrete which in his opinion is ready to receive a grout finish, paint or liquid membrane.
- C. The following modifications and supplements to ACI 301-96 shall also apply to the work.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

1. General

- (a) These specifications cover cast-in-place structural concrete for use in buildings and appurtenances, including foundations, curbs, sidewalks, concrete pavements and utility structures, water containment tanks, and piles.
- (b) Keep minimum two (2) copies of ACI 301-96 "Specifications for Structural Concrete" in field office at all times.

2. Proportioning and Design of Mixes:

- (a) General: Proportion concrete to meet properties as specified. Prepare mix designs for each type and strength of concrete. Submit with mix design the chemical admixture manufacturer's statement that the admixture proposed complies with the requirements of this specification. Where concrete of different strengths are specified for the same location, the higher strength concrete shall be used. Concrete proportions shall be established on the basis of previous field experience, or laboratory trial batches as specified in ACI 301-96 Sections 4.2.2 & 4.2.3.
- (b) Classes of Concrete:
 - (1) Structural concrete of normal weight for portions of the structure that are required to be watertight containments or tremie concrete, the water/cementitious ratio shall not exceed 0.45 if exposure is to be to fresh water.
 - (2) If the concrete is exposed to salt or brackish water, or if exposed to injurious concentrations of sulfate-containing solutions (1500 ppm or more of Sulfate in water) or other chemically aggressive solutions, use Type II cement with Rheobuild 1000 admixture by Master Builders, or approved equal; water/cementitious ratio shall not exceed 0.34.
 - (3) Other Concrete: (This would be slabs-on-grade, concrete thrust blocks, and miscellaneous concrete). The water cementitious ratio shall not exceed 0.50 to 0.55.
 - (4) Minimum f'_c @ 28 days shall be 4000 KSI with a Water/Cement ratio of 0.45.
 - (5) Minimum f'_c @ 28 days shall be 7000 KSI with a Water/Cement ratio of 0.34.
- (c) Slumps:
 - (1) All structural concrete, pumped concrete and tremie concrete shall contain a High Range Water Reducing Admixture and be designed

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

with a maximum water content of 270 pounds per cubic yard. The initial water slump prior to addition of the High Range Water Reducing Admixture shall be 2-inch maximum. Concrete at point of placement shall not exceed 10-inches. Concrete shall be non-segregating.

- (2) Slabs including slabs-on-grade, and all other concrete shall have a maximum water content of 287 pounds per cubic yard and have a 5-inch maximum slump with a water reducer, or water reducer and retarder admixture added.

3. Formwork

- (a) Earth cuts are not permitted for forms for vertical surfaces. Footings, grade beams and slab edges shall be formed. Provide moisture barrier under all slabs on grade. Lap 6-inches and tape punctures.
 - (b) The contractor is responsible for the adequacy of forms and shoring including placing, fill and equipment on roof, and for safe practice in their use and removal. Submit formwork calculations, and shop drawings including shoring and reshoring. In addition, the calculations and shop drawings for formwork, shoring, and reshoring, if required by the Engineer or Building Department, shall be signed and sealed by a Professional Engineer registered in the State of Florida.
 - (c) Design forms for the loads and lateral pressures resulting from the placement and vibration of concrete and for design considerations, wind loads, allowable stresses, and other applicable requirements of the South Florida Building Code.
 - (d) Provide form facing materials as required by the specified finish of the formed surface. Do not use facing material with raised grain, torn surfaces, worn edges, patches, dents or other defects. No form may be reused more than three times without the City's approval. The maximum deflection permitted of facing materials reflected in concrete surfaces exposed to view is 1/240 of the span between structural members.
- (1) Forms shall be free from surface defects, tight to prevent leakage and braced to keep its position and shape when filled with concrete. Adjacent edges and end panels and sections shall be held together to provide accurate alignment and prevent forming ridges, fins, offsets or similar type defects in finished concrete. It shall be tight to prevent loss of water, cement or fines during placing and vibrating concrete. The bottom of the forms placed in continuous straight even footings or slabs shall be watertight to prevent loss of water, cement and fines during placement and vibration of concrete, a

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

gasket may be required by the Engineer under the forms to provide water tightness at the Contractor expense. The Contractor shall not proceed to place forms for concrete work adjacent to or on top of previous placed concrete without the Engineer's approval, if the stripped forms reveals columns, walls or beams are out of level or plumb or there are cold joints or other objectionable work in the opinion of the Engineer. Contractor shall submit to the Engineer for approval, how he intends to correct or remove the defective work promptly at his expense. Contractor shall perform such corrections prior to proceeding to place concrete in the next Section.

- (e) Provide positive means of adjustment (wedges or jacks) of shores and struts, and all settlement shall be taken up during concrete placing operation. Brace forms securely against lateral deflection. Do not anchor form bracing to poured concrete floors, or make holes in floor.
- (f) Provide temporary openings in columns and wall forms to limit the free fall of concrete to five (5) feet. Place such openings at no more than eight (8) feet apart to facilitate placing and consolidation of concrete. Elephant trunks may be used to vertical heights of fifteen (15) feet for tremie and other purposes, if approved by the Engineer. Provide temporary openings at the bottom of wall and column forms and elsewhere as necessary to facilitate cleaning and observation immediately before concrete is placed. Blow formwork entirely clean of all saw dust, dirt, or other items not specifically intended to be a part of the final concrete. Any evidence of non-intended items in the forms is considered sufficient cause to stop concreting operation and/or require removal of concrete placed in such contaminated forms.
- (g) Provide inserts, conduits, boxes, sleeves, anchors, ties, bolts, hangers, dowels, thimbles, nailers, grounds and other devices in coordination with other trades.
- (h) Set anchor bolts and other embedded items accurately and hold securely until concrete is placed and set. Anchor bolts shall be galvanized and of size and length as indicated on the Contract Drawings. Bolts not sized shall be 3/4-inch diameter.
- (i) Insert galvanized dovetail anchor slot in forms, in columns, beams and slabs completely around in-fill masonry panels.
- (j) Install wall spools, wall flanges and wall anchors before placing concrete. Do not weld, tie or otherwise connect the wall spools to the reinforcing steel.
- (k) Do not use pinch bars, wrecking bars or other metal tools against as-cast concrete to wedge forms loose; use only wooden wedges carefully and gradually. Driving shall be accomplished by light tapping.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

- (l) The Contractor is responsible for the removal of forms and shores. Do not remove forms or shores before the member has attained sufficient strength to support its weight and the loads imposed, nor sooner than listed below
 - (1) Wall forms: 24 hours
 - (2) Column forms: 24 hours.
 - (3) Beam and girder side forms only (not bottom form): 24 hours.
 - (4) Beam and Girder bottom forms: 7 days minimum unless otherwise approved by the Engineer.
 - (5) Slab forms: 14 days.
 - (6) Arch centers: 7 days.
 - (7) Pan joist forms: 4 days.

4. Reinforcement

- (a) Prior to fabrication, submit for review shop drawings showing all fabrication dimensions, bar lists and location for placing of the reinforcing steel and accessories, including spacing of reinforcing, splices (lap, welded, Cadweld and/or mechanically threaded), grade of reinforcing and name of manufacturer. Note all deviations from the Contract Drawings and use the same designation mark as shown on the Contract Drawings where possible.
- (b) Reinforcing bars: ASTM A615, Grade 60, deformed bars of USA manufacturer.
- (c) Welded wire fabric: ASTM A185, galvanized.
- (d) Metal bar supports: CRSI MSP-1, Chapter 3, Class 2, Type B stainless steel protected bar supports.
- (e) Coupler Splice Devices: Cadweld, tension couplers capable of developing the ultimate strength of the bar.
- (f) Reinforcing steel upon which unauthorized welding has been done, shall be removed and replaced at no additional cost to the City.
- (g) Place reinforcing bars to the most stringent tolerances indicated in ACI 301 and ACI 117 (Latest Edition). Tolerances specified in those standards shall govern over any other reference code or standard.
- (h) All reinforcement at time concrete is placed, shall be free of mud, oil or other materials that may affect or reduce the bond. Reinforcing with rust or mill scale will not be accepted without cleaning and/or brushing to remove scale and rust.
- (i) Support rebar and mesh reinforcing for slabs on grade 1½ inches from top of slab on masonry blocks not less than 4 sq. in., having a compressive strength equal to or greater than the specified strength of the concrete being

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

placed. Space blocks at no more than 4 feet apart each way for rebars, and no more than 3 feet apart for mesh reinforcement.

- (j) Support reinforcing off from formwork for columns, walls and beams with stainless steel protected bar supports. Support slab reinforcing on #5 bars, or larger, spaced at no more than 48 inches on center. Space individual high chairs no more than 48 inches apart and support bars shall not exceed 24 inches past outermost chairs.
- (k) Overlap welded wire fabric in such a manner that the overlap measured between outermost cross wires of each fabric sheet is not less than the spacing of the cross wires plus 2 inches or 6 inches, whichever is greater. Do not extend fabric through expansion and/or contraction joints, unless otherwise noted on the Contract Drawings.
- (l) The minimum clear distance between parallel bars, both vertical and horizontally, shall not be less than the nominal diameter of the bars, or less than 1½ times the maximum size of the aggregate, or 1-inch in beams, or 1½ inches in columns, whichever is greater. Where reinforcement in beams is placed in two or more layers, the upper layer shall be placed directly above the bars in the bottom layer. Misplacement, misalignment or improper length of dowels shall be sufficient cause to require removal and reconstruction of affected work.
- (m) Unless allowed by the Engineer, bending of reinforcing partially embedded in concrete is not permitted. When permitted, bending shall be in accordance with CRSI Manual of Standard Practice.

5. Joints and Embedded Items.

- (a) Provide premolded expansion joint filler strips of proper width and length as specified in the Contract Drawings. Place ½" expansion joint fillers every 20 feet in straight runs of walkways or sidewalks, at right angle turns and wherever concrete butts into vertical surfaces, unless otherwise noted on the Contract Drawings.
- (b) Provide waterstops in all construction joints, unless otherwise indicated on the Contract Drawings.
- (c) Join all waterstops at all intersections so that a continuous seal is provided. Center the waterstop in the joint. Hold water stop positively in correct position. In the event of damage to the waterstop, repair the water stop in an acceptable manner. Vibrate concrete to obtain impervious concrete in the vicinity of all joints.
- (d) Install waterstop in accordance with instructions of the manufacturer. Prior to use of the waterstop material in the field, submit to the Engineer for approval a sample of each size and shape to be used. Fabricate sample so that the

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

material and workmanship represent in all respects the fittings to be furnished under this Specification.

- (e) Place all sleeves, inserts, anchors, and other embedded items prior to placing concrete. Anchors and bolts cast in concrete shall be hot dip galvanized or stainless steel. Where permitted by the Engineer, concrete expansion bolts shall be stainless steel and of the wedge anchor type. Take all necessary precautions to prevent embedded items from being displaced, broken or deformed during concreting operation. Protect drains from intrusion of concrete.

6. Placing:

- (a) Equipment for mixing and transporting concrete must be clean. Forms shall be thoroughly clean and damp, and reinforcing shall be secured in place. Runaways for transporting concrete shall not rest on reinforcing. When concrete is placed against earth, sprinkle sufficiently before placing.
- (b) Deposit of concrete in forms no longer than ninety (90) minutes after the initial design water has been added to the cement and aggregates. Concrete which cannot be so placed shall not be used and shall be wasted. **No additional water shall be added**. No retempering with water is permitted.
- (c) In addition to the requirements of ASTM C94, the concrete delivery tickets shall indicate the cement content and water/cement ratio.
- (d) During hot weather, proper attention shall be given to ingredients, production methods, handling, placing, protection and curing. Comply with ACI 305R "Hot Weather Concreting" recommendations.
- (e) Do not place concrete in forms unless the water level is below the concrete to be placed, even if it is necessary to maintain the dewatering, or under rain.
- (f) Do not place concrete under water except for tremie concrete as called for on the Contract Drawings. Submit for approval plan and details of means and methods for installation of seal tremie concrete prior to commencement of work. Seal concrete which subsequently fails to perform, shall be repaired or replaced at no additional cost to the City.
- (g) Place seal concrete under water in the space in which it is to remain, by means of a tremie, a closed-bottom dump bucket of not less than one cubic yard capacity, or other approved method, and do not disturb after it is deposited. Deposit all seal concrete in one continuous pour. Do not place concrete in running water. Design all formwork, to retain concrete under water, to be watertight. Submit shop drawings for the design of formwork and excavation sheeting signed and sealed by a Florida Registered Professional Engineer.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

- (h) The tremie shall consist of a tube having a minimum inside diameter of ten (10) inches, and shall be constructed of sections having tight joints. No aluminum parts which have contact with the concrete will be permitted. The discharge end shall be entirely seated at all times and the tremie tube kept full to the bottom of the hopper. When a batch is dumped into the hopper, the tremie shall be slightly raised (but not out of the concrete at the bottom) until the batch discharges to the bottom of the hopper, after which the flow shall be stopped by lowering the tremie. The means of supporting the tremie shall be such as to permit the free movement of the discharge end over the entire top surface of the work, and shall permit it being lowered rapidly when necessary to choke off or retard the flow. The flow shall preferably be continuous and in no case shall be interrupted until the work is completed. Exercise special care to maintain still water at the point of deposit.
- (i) When the concrete is placed by means of a bottom dump bucket, the bucket shall be lowered gradually and carefully until it rests upon the concrete already placed. The bucket shall then be raised very slowly during the discharge travel; the intent being to maintain, as nearly as possible, still water at the point of discharge and to avoid agitating the mixture. Aluminum buckets will not be permitted.
- (j) Do not commence pumping, to dewater a sealed cofferdam, until the seal has set sufficiently to withstand the hydrostatic pressure, and in no case earlier than 72 hours after placement of concrete.
- (k) Notify Engineer a minimum of 24 hours prior to concreting and request a specific time for observation of reinforcing and formwork for portions of concrete work to be placed. No observation will be made by the Engineer until rebar installation for all work to be done and all formwork has been completed and approved by the Contractor's field superintendent. Do not order concrete until all correction and additions indicated by the Engineer have been made. Should the Engineer's observation reveal that work is improperly prepared and an additional observation will be required, he will so inform the Contractor and all above requirements shall also govern.

7. Repair of Surface Defects:

- (a) Repair all concrete surface defects, which includes, but not limited to cracks, tie holes (no plastic cones), uneven holes, honey combs, rough frame work and other objectionable conditions deemed unacceptable to the Engineer immediately after form removal. This repair work is to be done for all concrete expose surfaces, liquid applied surface or painted surfaces in or out of the water. Repair all cracks and defects in the concrete floors, beams, joists, columns, and other structural members, roof and walls, to the

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

satisfaction of the Engineer, that may occur up to one year after acceptance of work regardless of the cause. Test unformed, surfaces such as monolithic slabs, for smoothness and verify placement tolerances specified for each surface and finish. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness. Repair unformed surfaces that contain surface defects which affect durability of concrete. Surface defects, as such, include cracking, cracks which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets and other objectionable and rough conditions.

- (b) Proprietary compounds for adhesion or as patching ingredients may be used, if approved by the Engineer. All structural repair of surface defects to be made require the approval of the Engineer, as to the method and procedure. Approval of the completed work must be obtained from the Engineer.

8. Finishing of Formed Surfaces.

- (a) Apply rough form finish to exterior walls below grade not exposed to water.
- (b) Apply smooth form finish to exterior and interior walls and columns exposed to water.
- (c) Apply smooth form finish to interior walls and underside of floors, stairs and slabs.
- (d) In addition to the smooth form finish, apply a grout cleaned finish to concrete walls and surfaces exposed to public view and underside of formed floors, stairs or slabs.
- (e) Apply a rubber float grout mix to properly prepared concrete surface, only when approved by the Engineer. Mix shall have one part Portland cement to two parts fine sand in a 50% water and 50% Acryl #60 (Thoroseal or Acryl Set) mix or Acryl Set by Master Builders. Make a 10' by 10' sample on the concrete wall for the approval of the Engineer. Finished surface shall be a non dusting hard finish, when scratched with a ¼" metal edge.
- (f) Finish concrete surface, interior or exterior, below or above water shall include all:
 - (1) Exposed concrete.
 - (2) Grout finished concrete.
 - (3) Painted surface concrete.
 - (4) Liquid membrane finished concrete shall comply with manufacturer's requirements.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

- (5) The entire surface of finished concrete shall have a smooth uniform surface, there shall be no offsets, visually bulges, or wavering in the finished surfaces. The joints must be accurately aligned, they cannot be uneven or in or out, a higher and lower, there shall be no fins, projection or unevenness between forms.
- (6) If after stripping the forms the Engineer determines that the finished concrete does not comply with any or all of the above requirements, the Contractor shall submit his proposal in writing to the Engineer as to his methods of correcting the work at no added cost to the City, which shall include, but not limited to all grinding of fins, projections, unevenness between joints, form high spots and uneven spots.
- (7) In addition to all other requirements, concrete surfaces exposed to public view, irrespective of size, area or location shall be completely clean and free of: (1) Stains of any nature, (2) Parts of forms or other wood of any nature, (3) laitance, (4) "Run-downs" of leaked water from secondary pours, (5) Nails, (6) Strips, (7) Ties and (8) all other extraneous, deleterious materials and/or substances which may affect the finished appearance and condition of exposed concrete. Surfaces not meeting the above requirements are to be repaired and treated at no additional cost to the City.

9. Slabs

- (a) Unless otherwise noted on the Contract Drawings, place strips alternately at maximum 20 feet center-to-center and to align with column centerline. Do not place adjacent strips until elapse of twenty four hours after first strip is placed. Place slabs on grade by the "strip-cast" method. Method to be reviewed by the Engineer. Provide saw-cut joints at maximum 20 feet center-to-center and to align with column center lines within four hours of final finishing.
- (b) Provide doweled construction joints where shown on the Contract Drawings.
- (c) Provide a hard steel troweled finish, free from trowel marks and irregularities, to slabs and floors.
- (d) Provide a light hair-broom finish to exterior slabs and floors exposed to public view. Leave hair-broom lines parallel to direction of the slab drainage.
- (e) Provide a stiff bristle broom finish to slabs and floors with slopes greater than 10 percent. Leave broom lines parallel to slope drainage.
- (f) Finish exposed edges of slabs, floors and tops of walls with a ¼-inch radius edge unless a chamfer is called for on the Contract Drawings.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

10. Curing and Protection

- (a) Comply with ACI 305 "Hot Weather Concreting", Chapter 4, with the supplements and modifications to ACI 301 listed herein.
- (b) Only concrete water curing for not less than 7 days (24 hours/day continuously) will not be accepted; Burlap mats shall be used in curing. Water cure by ponding or continuous sprinkling covering complete surface with minimum runoff. The application of water to wall may be interrupted for grout cleaning only over the areas being cleaned at the time, and the concrete surfaces shall not be permitted to become dry during such interruption.
- (c) Begin all water curing as soon as concrete is set and concrete will not be damaged. Keep concrete and wall forms wet the first 24 hours. Remove forms as indicated in Formwork, Section 3.02-C.4, and continue with 7 day water curing. Recoat damaged surfaces subject to heavy or surfaces damaged by construction procedures within 3 hours of damage. Method of repair shall be approved by the Engineer.

11. Testing

- (a) Testing laboratory will be selected and paid for by the City. Send results of all tests to the City and to the Contractor. The Contractor shall notify the Testing laboratory at least 24 hours before each concrete placing.
- (b) Obtain and mold 3 specimens for each fifty (50) cu. yds., or fraction thereof, of each class of concrete placed each day or as directed by the Engineer.
- (c) Cure specimens from each sample in accordance with ASTM C31. Record in test report any deviations from this Standard.
- (d) Test specimens in accordance with ASTM C39. Test one specimen at twenty eight (28) days for acceptance and, one specimen at three (3) days and seven (7) days respectively, for information. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinders shall be considered the test result.
- (e) Contractors Superintendent shall color code on a set of structural drawings the extent of days work and date to conform to cylinders test.
- (f) Perform slump test at discharge of mixer, one for each strength test in accordance with ASTM C143. In the event slump is excessive, testing laboratory will immediately notify the Contractor's superintendent and the Engineer's representative on site. The Contractor shall then reject all concrete with excessive slump and/or deposit time.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

- (g) Drying Shrinkage Test: A drying shrinkage test shall be conducted on the preliminary trial batch with the maximum water-cementitious materials ratio used to qualify each proposed concrete mix design using the concrete materials, including admixtures, that are proposed for the project. Three test specimens shall be prepared for each test. Drying shrinkage specimens shall be 4 x 4 x 11 inch prisms with an effective gauge length of 10 inches fabricated, cured, dried, and measured in accordance with ASTM C 157 except with the following modifications:
- (1) Specimens shall be removed from the molds at an age of 23 hours $\pm$ 1 hour after trial batching, shall be placed immediately in water at 73° F $\pm$ 3°F for at least 30 minutes, and shall be measured within 30 minutes thereafter to determine original length and then submerged in lime-saturated water as specified in ASTM C157. Measurement to determine expansion expressed as a percentage of original length shall be taken at age 7 days. The length at 7 days shall be the base length for drying shrinkage calculations ("0" days drying age). Specimens then shall be stored immediately in a humidity controlled room maintained at 73° F $\pm$ 3°F and 50% $\pm$ 4% relative humidity for the remainder of the test. Measurements to determine shrinkage expressed as percentage of base length shall be reported separately for 7, 14, and 21 days $\pm$ 4 hours of drying from "0" day after 7 days of moist curing.
 - (2) Drying shrinkage deformation for each specimen shall be computed as the difference between the base length (at "0" days drying age) and the length after drying at each test age. Results of the shrinkage test shall be reported to the nearest 0.001 percent. If drying shrinkage of any specimen deviates from the average for that test age more than 0.004 percent, the results for that specimen shall be disregarded.
 - (3) The average drying shrinkage of each set of test specimens cast in the laboratory from a trial batch as measured at the 21 days drying age shall not exceed 0.036 percent and 0.042 percent at the 28-day drying stage for all concrete.
 - (4) The maximum concrete shrinkage for specimens cast in the field shall not exceed the trial batch maximum shrinkage requirement by more than 25 percent.
 - (5) If the required shrinkage limitation is not met during construction, the Contractor shall take any or all of the following actions at no additional cost to the Owner, for securing the specified shrinkage requirements. These actions may include changing the source or aggregates, cement and/or admixtures, including Tetra Guard AS 20 or approved equal;

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

reducing water content; washing of aggregate to reduce fines; increasing the number of construction joints; modifying the curing requirements; or other actions designed to minimize shrinkage or the effects of shrinkage.

- (6) Alkali-aggregate reactivity potential shall be determined in accordance with Appendix XI of ASTM C 33. Aggregates shall be tested in accordance with ASTM C 289 and C295 to determine potential reactivity. Aggregates which do not indicate a potential for alkali reactivity or reactive constituents may be used without further testing. Aggregates which indicate a potential for alkali reactivity shall be further tested in accordance with ASTM C227 or C1105, as appropriate, using a cement containing less than 0.6 percent alkalis. At the discretion of the Engineer, testing in addition to that indicated in Appendix XI of ASTM C33 may be performed on potentially reactive aggregates. Nonreactive aggregates shall be imported if, in the opinion of the Engineer, local aggregates exhibit unacceptable potential reactivity.

12. Evaluation and Acceptance of Concrete

- (a) If tests are insufficient or inadequate, test and evaluate by core tests. Failure of any concrete cylinder to meet specified requirements shall be deemed as non-complying and costs of additional tests to determine the adequacy or inadequacy shall be borne by the Contractor. Concrete rejected for any reason is to be removed and replaced, including labor, forms and reinforcing, to meet specifications at no additional cost to the City and no additional time extension.

13. Additional Requirements

- (a) Submit shop drawings as required per General Conditions and elsewhere in these specifications. Prime Contractor shall check and approve all shop drawings prior to submission. Do not fabricate any item requiring shop drawings until approval of shop drawings has been granted by the City. Partial shop drawings are not accepted, submit drawings for complete submittal.
- (b) Provide precast or cast-in-place reinforced concrete lintels at all masonry openings and sills at all windows. Reinforce to suit loads and span. Provide minimum 8" bearing at each end and, pour integral with columns where opening abuts columns.

SECTION 03300

CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

- (c) Sidewalks in R.O.W.: Sidewalks shall be poured-in-place concrete slabs and either 4"-thick, or 6"-thick across driveways and within areas that may experience vehicular traffic. Use 3000 psi concrete, with continuous 8" deep thickened slab edges. Isolate walks from vertical surfaces with ½" expansion joint material. Provide ½" expansion bituminous joint material flush with top of concrete slabs at 20 feet on center and tooled joints at 5 feet on center. Tool all open edges to a smooth radius and all edges adjacent to the forms.

- END OF SECTION -

SECTION 03310

MORTAR

Part 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Mortar shall conform to the property or proportion requirements of ASTM C270, latest edition. Non-load bearing and load-bearing concrete masonry shall be laid in mortar Type M.
- B. All concrete work shall be constructed in accordance with all of the applicable provisions of Section 03300 - Cast In Place & Precast Concrete.

1.02 STANDARDS

- A. National Concrete Masonry Association Specifications for the Design and Construction of Load Bearing Concrete Masonry.
- B. American National Standard Building Code requirements for reinforced masonry.
- C. National Concrete Masonry Association, T.E.K. Series.
- D. South Florida Building Code, current edition.

1.03 RELATED SECTIONS

- A. Section 02574 – Sanitary Sewer Manholes.
- B. Section 03300 - Cast In Place & Precast Concrete.

1.04 SUBMITTALS

- A. The Engineer of Record shall be supplied with shop drawings consisting of product data and samples. Include design mix, required environmental conditions, and admixture limitations.
- B. Submit reports to the Engineer of Record on mortar indicating conformance of mortar to property requirements of ASTM C270

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 and ACI 530.1.
- B. Where references are made to standards, the latest edition of the listed standard shall apply.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products in conformance with manufacturer's recommendations

SECTION 03310

MORTAR

- B. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

Part 2 - DOCUMENTS

2.01 MATERIALS

- A. Portland cement: ASTM C150. Portland cement shall be Type II where exposed to sewage. Otherwise, Type I shall be used.
- B. Masonry cement: ASTM C91, Type II, white or gray.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Sand: ASTM C144, sharp, natural sand mined in fresh water, hard durable grains, free of soft, flaky particles, salt, alkalis and organic material. Salt water sand strictly prohibited.
- E. Water: Potable.
- F. Waterproofing additive: Omicron mortar-proofing as manufactured by the Master Builders Co.
- G. Mortar: Mortar for above ground masonry shall conform to ASTM Standard C270, latest edition, "Mortar for Unit Masonry" and the following requirements:
 - 1. Use no antifreeze ingredient in the mortar.
 - 2. Color shall be natural.
 - 3. Submit data indicating proportions and materials to be used.

Part 3 - EXECUTION

3.01 PREPARATION AND MIXING

- A. Mortar for Masonry Walls and Partitions: Cement mortar mix for all unit masonry work shall be according to ASTM C270, Type M, 2500 psi minimum compressive strength at 28 days.
- B. Mortar For Glass Unit Masonry: ASTM C270, Type S, using the Property specification.
- C. Mortar Mix proportions:
 - 1. One part Portland cement.
 - 2. One quarter part hydrated lime (Lime putty shall not exceed 10% of the cement used).
 - 3. 3 to 4 parts of damp loose sand.
 - 4. Water: Sufficient for workable mix. Re-tempering not permitted.
 - 5. Water proofing additive: add to mix for all exterior walls. Use a waterproofing admix equal to "OmicronOM" by Master Builders or "Mortarite" by Lambco, or

SECTION 03310

MORTAR

approved equal, in all mortar for exterior use if the masonry cement has not been waterproofed by the addition of a waterproofing agent by the manufacturer. Proportion and use in accordance with the manufacturer's printed directions.

D. Colors: natural.

E. Mixing:

1. Measurement of materials shall be such that the specified proportions are controlled and accurately maintained.
2. Initially, sand and cement shall be thoroughly dry mixed, hydrated lime then added to the mix and then water to obtain a proper working consistency. Materials shall be evenly distributed and dry as good workability will allow.
3. Workability or consistency of mortar on the board shall be sufficiently wet to be worked under the trowel. Water for tempering shall be available on the scaffold at all times.
4. Mortar which has begun to set or has stood for more than one hour shall be discarded and in no event shall an unbalanced or stale mix be re-tempered or used.
5. Mix all cementitious materials and sand in mechanical batch mixer for minimum of 5 minutes. Adjust consistency of mortar to satisfaction of mason but add only as much water as is compatible with convenience in using mortar. If mortar begins to stiffen from evaporation or from absorption of part of mixing water, re-temper mortar immediately by adding water, and remix mortar to restore its workability. Re-temper only within two hours of mixing.

F. All mortar shall be used and placed in final position within two hours after mixing when air temperature is 80o F or higher and within three hours when air temperature is less than 80o F. Discard all mortar not used within these limits.

- END OF SECTION -

SECTION 03315

GROUT

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall furnish all materials for grout in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, in accordance with the requirements of the Contract Documents.
- B. The following types of grout shall be covered in this Section
 - 1. Non-Shrink Grout: This type of grout is to be used wherever grout is shown in the Contract Documents, unless another type is specifically referenced.
 - 2. Cement Grout
 - 3. Epoxy Grout
 - 4. Topping Grout and Concrete Fill

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Specifications, codes, and standards shall be as specified in Section 03300 - Cast In Place & Precast Concrete and as referred to herein.
- B. Commercial Standards:

CRD-C 621	Corps of Engineers Specification for Non-shrink Grout
ASTM C 109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)
ASTM C 531	Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical- Resistant Mortars, Grouts, and Monolithic Surfacing
ASTM C 579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacing
ASTM C 827	Test Method for Early Volume Change of Cementitious Mixtures
ASTM D 696	Test Method for Coefficient of Linear Thermal Expansion of Plastics

SECTION 03315

GROUT

1.04 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of non-shrink and epoxy grout used in the work.

1.05 QUALITY ASSURANCE

A. Field Tests:

1. Compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the ENGINEER to insure continued compliance with these specifications. The specimens will be made by the ENGINEER or its representative.
2. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, 28 days, and each additional time period as appropriate.
3. Compression tests and fabrication of specimens for epoxy grout will be performed as specified in ASTM C 579, Method B, at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, and each earlier time period as appropriate.
4. All grout, already placed, which fails to meet the requirements of these specifications, is subject to removal and replacement at the cost of the CONTRACTOR.
5. The cost of all laboratory tests on grout will be borne by the OWNER, but the CONTRACTOR shall assist the ENGINEER in obtaining specimens for testing. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The CONTRACTOR shall supply all materials necessary for fabricating the test specimens.

- B. Construction Tolerances: Construction tolerances shall be as specified in the Section 03300 - Cast In Place & Precast Concrete, except as modified herein and elsewhere in the Contract Documents.

SECTION 03315

GROUT

Part 2 - PRODUCTS

2.01 CEMENT GROUT

- A. Cement Grout: Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.
- B. Cement grout materials shall be as specified in Section 03300 - Cast In Place & Precast Concrete.

2.02 PREPACKAGED GROUTS

A. Non-Shrink Grout:

- 1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.
- 2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C-827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.
- 3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.
- 4. Application:
 - (a) Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the contract documents; except, for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.
 - (b) Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in

SECTION 03315

GROUT

contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place

B. Epoxy Grout:

1. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged. Epoxy grout shall be BurkEpoxy Anchoring Grout by The Burke Company.
2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.
4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-inch diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.
6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 degree F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of 30×10^{-6} inches/inch/degree F when tested according to ASTM C 531 or ASTM D 696.
7. Application: Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout, and for all other applications required in the Contract Documents.

SECTION 03315

GROUT

2.04 TOPPING GROUT AND CONCRETE FILL

- A. Grout for topping of slabs and concrete fill for built-up surfaces of tank, channel, and basin bottoms shall be composed of cement, fine aggregate, coarse aggregate, water, and admixtures proportioned and mixed as specified herein. All materials and procedures specified for normal concrete in Section 03300 - Cast In Place & Precast Concrete shall apply except as noted otherwise herein.
- B. Topping grout and concrete fill shall contain a minimum of 564 pound of cement per cubic yard with a maximum water cement ratio of 0.45. Where concrete fill is thicker than 3 inches, "Cast-in-Place Concrete," may be used when accepted by the ENGINEER.
- C. Coarse aggregate shall be graded as follows:

<u>U.S. STANDARD SIEVE SIZE</u>	<u>PERCENT BY WEIGHT PASSING</u>
1/2"	100
3/8"	90-100
No. 4	20-55
No. 8	5-30
No. 16	0-10
No. 30	0

- D. Final mix design shall be as determined by trial mix design under supervision of the approved testing laboratory.
- E. Strength: Minimum compressive strength of topping grout and concrete fill at the end of 28 days shall be 3000 psi.

2.05 CURING MATERIALS

- A. Curing materials shall be as specified in Section 03300 - Cast In Place & Precast Concrete for cement grout and as recommended by the manufacturer of prepackaged grouts.

2.06 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

SECTION 03315

GROUT

- B. The slump for topping grout and concrete fill shall be adjusted to match placement and finishing conditions but shall not exceed 4 inches.

2.07 MEASUREMENT OF INGREDIENTS

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement shall not be allowed.
- B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

Part 3 - EXECUTION

3.01 GENERAL

- A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03300 - Cast In Place & Precast Concrete. The finish of the grout surface shall match that of the adjacent concrete.
- B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request.
- C. Base concrete or masonry must have attained its design strength before grout is placed, unless authorized by the ENGINEER.

3.02 GROUTING PROCEDURES

- A. Prepackage Grouts: All mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.
- B. Base Plate Grouting
 - 1. For base plates, the original concrete shall be blocked out or finished off a sufficient distance below the plate to provide for a one-inch thickness of grout or a thickness as shown on the Drawings.
 - 2. After the base plate has been set in position at the proper elevation by steel wedges or double nuts on the anchor bolts, the space between the bottom of the plate and the original pour of concrete shall be filled with non-shrink-type grout. The mixture shall be of a trowelable consistency and tamped or rodded solidly into the space between the plate and the base concrete. A backing board or stop shall be provided at the back side of the space to be filled with grout. Where this method of placement is not

SECTION 03315

GROUT

practical or where required by the ENGINEER, alternate grouting methods shall be submitted for acceptance by the ENGINEER.

C. Topping Grout:

1. All mechanical, electrical, and finish work shall be completed prior to placement of topping or concrete fill. The base slab shall be given a roughened textured surface by sandblasting or hydroblasting exposing the aggregates to ensure bonding to the base slab.
2. The minimum thickness of grout topping and concrete fill shall be one inch. Where the finished surface of concrete fill is to form an intersecting angle of less than 45 degrees with the concrete surface it is to be placed against, a key shall be formed in the concrete surface at the intersection point. The key shall be a minimum of 3-1/2-inches wide by 1-1/2-inches deep.
3. The base slab shall be thoroughly cleaned and wetted prior to placing topping and fill. No topping concrete shall be placed until the slab is complete free from standing pools or ponds of water. A thin coat of neat Type II cement grout shall be broomed into the surface of the slab just before topping of fill placement. The topping and fill shall be compacted by rolling or tamping, brought to established grade, and floated. Grouted fill for tank and basin bottoms where scraping mechanisms are to be installed shall be screeded by blades attached to the revolving mechanism of the equipment in accordance with the procedures outlined by the equipment manufacturer after the grout is brought to the established grade.
4. Topping grout placed on sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement.
5. The surface shall be tested with a straight edge to detect high and low spots which shall be immediately eliminated. When the topping and fill has hardened sufficiently, it shall be steel troweled to a smooth surface free from pinholes and other imperfections. An approved type of mechanical trowel may be used as an assist in this operation, but the last pass over the surface shall be by hand-troweling. During finishing, no water, dry cement or mixture of dry cement and sand shall be applied to the surface.

SECTION 03315

GROUT

3.04 CONSOLIDATION

- A. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

- END OF SECTION -

SECTION 03375

FLOWABLE FILL

Part 1 - GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies the requirements for flowable fill used for trenches, support for pipe structures, culverts, utility cuts and other works where cavities exist and where firm support is needed for pavements and structural elements. Flowable fill may also be used to fill water and sewer lines, and fuel tanks placed out of service, and at other locations approved by the Engineer of Record.

Part 2 - PRODUCTS

2.01 MATERIALS

The materials used shall conform with the requirements specified in Division III of the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition, and herein. Specific references are as follows:

- A. Portland Cement (Types I, II or II).....Section 921
B. Fly Ash, Slag and other Pozzolanics
Materials for Portland Cement Concrete.....Section 929
C. Fine Aggregate (Sand)*.....Section 902
D. Water.....Section 923

*Any clean sand with 100% passing 3/8" sieve and not more than 10% passing with 200 mesh may be used.

2.02 MIX PROPORTIONS

- A. The Contractor shall be responsible for producing a flowable mixture using these guidelines and by adjusting his mixture design as called for by circumstances or as may be directed by the Engineer of Record.
B. Excavatable flowable fill material shall be proportioned to produce a 28-day compressive strength of 100 psi.
C. General mix quantities are as follows:

Components	Pounds per Cubic Yard
Cement	50-100*
Fly Ash or Granulated Blast Furnace Slag	0-600
Fine Sand	2,750 (adjust to yield one CY)
Water	500 (Maximum)

SECTION 03375

FLOWABLE FILL

*The percentage of cement may be increased above these limits only when early strength is required and future removal is unlikely.

- D. Weights for fine aggregate and water shall be adjusted according to cementitious content. The mix proportions shall be adjusted for removability, pumpability and flowability. If required, strength test data shall be provided prior to batching.
- E. If required by the Engineer of Record, the flowability can be measured by afflux time determined in accordance with ASTM C 939 and shall be 30 seconds $\pm$ 5 seconds as measured on mortar passing the No. 4 sieve. The equipment required to perform this test shall be provided by the Contractor.

2.03 APPROVED MIXES OF "EXCAVATABLE FLOWABLE FILL"

FDOT - Approved Design Mixes:

Plant	Mix Number
Tarmac	04-FF-65
Rinker Materials Corp.	04-FF-52
Central Concrete Supermix Inc.	06-FF-41
Cemex	06-FF-48

Part 3 - EXECUTION

3.01 PRODUCTION AND PLACING

Flowable fill shall be produced and delivered using concrete construction equipment. Placing flowable fill shall be done by chute, pumping or other methods approved by the Engineer of Record.

3.02 CONSTRUCTION REQUIREMENTS

The flowable fill shall be placed to the designated fill line without vibration or other means of compaction. Placement shall be avoided during inclement weather, e.g. rain or ambient temperatures below 40 degrees F. The Contractor shall take all necessary precautions to prevent any damages caused by the hydraulic pressure of the fill during placement prior to hardening. Also, necessary means to confine the material within the designated space shall be provided by the Contractor.

SECTION 03375

FLOWABLE FILL

3.04 ACCEPTANCE

- A. The flowable fill shall be proportioned and placed as specified herein. In general, the strength desired is the maximum hardness that can be excavated at a later date using conventional excavating equipment. No curing protection is required.
- B. The fill shall be left undisturbed until material obtains sufficient strength. Sufficient strength is 250 psi penetration resistance as measured using a hand held penetrometer. The penetrometer shall be provided by the Contractor.
- C. All flowable fill areas subject to traffic loads must have a durable riding surface.
- D. An approved type of accelerator may be approved for the placement of "Flowable Fill" in traffic areas when submitted to the City for F.D.O.T. approval.

- END OF SECTION -

SECTION 03400
PRECAST CONCRETE

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the precast concrete work in accordance with the Contract Documents.
- B. This Section covers the design, fabrication, delivery and installation of all precast concrete units, including connections, complete, in place, as shown and specified.
- C. Precast concrete units shall be designed and fabricated by an experienced and acceptable precast concrete manufacturer. The manufacturer shall have been regularly and continuously engaged in the manufacture of precast concrete units similar to that indicated in the project specifications or drawings for at least 5 years.

1.02 CONTRACTOR SUBMITTALS

- A. Shop Drawings:
 - 1. Shop drawings shall show details in accordance with ACI 315 and ACI 318 including installation details and design computations.
 - 2. Shop drawings, including design computations, shall be stamped and signed by a structural engineer registered in the State and shall be approved by the ENGINEER.
 - 3. Shop Drawings: Showing all elevations, dimensions, horizontal and vertical sections, openings, inserts, reinforcing, anchorage devices, details, design computations, and other requirements for each different type of panel to be incorporated into the portion of the project covered by the submittal. Drawings shall be 24 inches x 36 inches maximum.
- B. Test Reports: Tests for compressive strength of concrete shall be performed by an independent commercial testing laboratory. Copies of test reports including all test data and all test results shall be submitted.
- C. Certificates of Compliance: Certificates of compliance shall be submitted attesting that materials and products meet or exceed specified requirements.
- D. Manufacturer's Qualifications: Prior to commencing operations, a statement shall be submitted giving the qualifications of the precast concrete Manufacturer, and evidence that the Manufacturer and plant are PCI certified.

SECTION 03400
PRECAST CONCRETE

1.04 QUALITY ASSURANCE

- A. General Requirements: Design members under direct supervision of a professional structural engineer experienced in design of precast concrete units, registered in the State and conforming to requirements of PCI MNL-121 and to ACI 318.
 - 1. Precast Manufacturer and erectors shall be qualified in accordance with PCI MNL-117 and MNL-116.
 - 2. Welding shall be in accordance with AWS D1.1, AWS D12.1, AWS B2.1, and AWS A5.4.

1.05 DESIGN REQUIREMENTS

- A. General: The precast structure and connection design shall conform to all applicable codes and Specification for the Design, Fabrication and Erection of civil concrete structures
- B. Connections: Prior to submitting shop drawings, the CONTRACTOR shall verify the precast connection designs shown against the aforementioned and following design criteria and provide any additional materials necessary to meet the design conditions if applicable.
- C. Concrete Mix: The concrete mix shall be as stated on section 03300, "Cast-in-Place Concrete, Reinforcing and Formwork".

1.06 DELIVERY, STORAGE AND HANDLING

- A. General: Precast members shall be handled to position consistent with their shape and design; they shall be lifted and supported from design incorporated support points and provided with strong backs and other devices as required. Lifting or handling equipment shall be capable of maintaining units during manufacture, storage, transportation, erection, and in position for fastening.
- B. Blocking and supports, lateral restraints and protective materials during transport and storage shall be clean, nonstaining, without causing harm to exposed surfaces, including temporary support to prevent bowing and warping. Lateral restraints shall be provided to prevent undesirable horizontal movement. Edges and exposed faces of members shall be protected to prevent straining, chipping, or spalling of concrete.
- C. Units shall be marked with date of production and final position in structure in location not visible after erection.
- D. Precast units shall be stored off the ground in a manner to prevent warpage and they shall be protected from weather, marring, and overload.

Part 2 - EXECUTION

SECTION 03400
PRECAST CONCRETE

2.01 INSTALLATION

- A. Examination: The CONTRACTOR shall verify that building structure, anchors, devices, and openings are ready to receive work of this Section. Beginning of installation means acceptance of existing condition.
- B. Preparation: The CONTRACTOR shall provide for erection procedures and induced loads, during erection, maintain temporary bracing in place until final support is provided, provide necessary hoisting equipment and safety and protective devices.

2.02 CLEANING

- A. Not sooner than 72 hours after joints are sealed, faces and other exposed surfaces of precast units shall be cleaned using a cleaning detergent recommended by the sealer manufacturer and water applied with a soft bristle brush, and thoroughly rinsed using clean water or other approved procedures.
- B. Units shall be cleaned when temperature and humidity conditions are such that surfaces dry rapidly (e.g., 70 degrees F and rising, 50 percent RH or less).
- C. Discolorations which cannot be removed by these procedures shall be considered defective work, and repaired or replaced as directed by ENGINEER.

2.03 PROTECTION

- A. Adjacent surfaces shall be protected from damage during sealing and cleaning operations and against damage, disfiguration or discoloration from subsequent operations. Noncombustible shielding shall be used during welding operations.

- END OF SECTION -

DIVISION 7

SEALANTS AND CAULKING

SECTION 07920

SEALANTS AND CAULKING

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall provide caulking, sealing, and appurtenant work, complete and in place, in accordance with the Contract Documents.

1.02 REFERENCE STANDARDS

- A. General: Portions of the following standards are incorporated into this Section by references below. The standards are listed here for convenience.

- B. Federal Specifications:

- 1. TT-S-001543A - Sealing Compound, Silicone Rubber Base, (For Caulking, Sealing and Glazing in Buildings and Other Structures)
 - 2. SS-S-200D - Sealants, Joint, Two Compound, Jet Blast Resistant, Cold Applied for Portland Cement Concrete Pavement.
 - 3. TT-S-00227E - Sealing Compound, Elastomeric Type, Multi-Component, (For Caulking, Sealing and Glazing in Buildings and Other Structures).
 - 4. TT-S-00230C - Sealing Compound, Elastomeric Type, Single Component, (For Caulking, Sealing, and Glazing in Buildings and Other Structures)

- C. Commercial Standards:

- 1. ASTM C 557 - Adhesives for Fastening Gypsum Wallboard to Wood Framing.
 - 2. ASTM C 834 - Latex Sealing Compounds.
 - 3. ASTM C 919 - Practice for Use of Sealants in Acoustical Applications.
 - 4. ASTM C 920 - Elastomeric Joint Sealants.
 - 5. ASTM C 1056 - Flexible Cellular Material-Sponge or Expanded Rubber.
 - 6. ASTM D 1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
 - 7. ASTM E 84 - Surface Burning Characteristics of Building Materials.
 - 8. ASTM E 814 - Methods for Fire Tests of Through Penetrations: Firestops.
 - 9. UL 1479 - Underwriter's Laboratory Standard for Safety Fire Tests of Through Penetrations Firestops.

1.03 CONTRACTOR SUBMITTALS

- A. General: Submittals shall be in accordance with Section 01300 - Contractor Submittals.

SECTION 07920

SEALANTS AND CAULKING

- B. Technical Data: A complete materials list along with the manufacturer's technical data and literature, specifications, joint width and depth tables, and installation instructions.
- C. Samples: Samples (including color samples) of all the caulking and sealant materials and other materials proposed for use on the WORK. The samples shall be clearly marked with the manufacturer's name and product identification.
- D. Certificates: If requested by the ENGINEER, certificates from an independent testing laboratory approved by the ENGINEER, certifying that the submitted materials meet all the requirements of the ASTM and Federal Specifications cited.
- E. Warranty: A copy of the manufacturer's warranty covering all sealants, caulking materials, and other materials against defects in materials.

Part 2 - PRODUCTS

2.01 SEALANTS AND CAULKING MATERIALS

- A. General:
 - 1. Manufacturer's Standards: In addition to the standards listed below, the sealants and caulking products and application shall be in accordance with the manufacturer's published recommendations and specifications.
 - 2. Wherever manufacturer's names and products are listed in this Section, "or equal" products will be considered in accordance with Section 01300 - Contractor Submittals.
- B. Materials shall conform to the following requirements:
 - 1. Significant Movement Sealants (plus or minus 25% movement capability)
 - (a) For expansion wall joints; masonry and metal curtainwall joints; precast concrete joints and concrete panels; perimeter sealing (windows, doors, and panels); control joints; interior and non-traffic horizontal joints.
 - (1) Two component, non-sag, polyurethane or polysulfide sealant conforming to Federal Specification TT-S-227E, Class A, Type II, and ASTM C 920, Type M, Class 25, Grade NS.
 - (2) One component, non-sag, low modulus, polyurethane or polysulfide sealant conforming to Federal Specification TT-S230C, Class A, Type II, and ASTM C 920, Type S, Class 25, Grade NS.

SECTION 07920

SEALANTS AND CAULKING

- (3) One component, non-sag, medium modulus, neutral cure, silicone sealant conforming to Federal Specification TT-S-1543A, Class A, and ASTM C 920, Type S, Class 25, Grade NS.

(b) For horizontal joints not exposed to fuel spillage.

- (1) Two component, self-leveling, polyurethane or polysulfide sealant conforming to Federal Specification TT-S-227E, Class A, Type I, and ASTM C 920, Type M, Class 25, Grade P.

Products Research & Chemical Corp. "RC-2SL"
Bostic "Chem-Calk 550"

- (2) One component, self-leveling, polyurethane or polysulfide sealant conforming to Federal Specification TT-S-230C, Class A, Type I, and ASTM C 920, Type S, Class 25, Grade P.

2. Preformed Sealants: Preformed sealant shall be polybutylene or isoprene-butylene based pressure sensitive weather resistant tape or bead sealant capable of sealing out moisture, air, and dust when installed as recommended by the manufacturer. At temperatures from minus 30 to plus 160 degrees F, the sealant shall be non-bleeding and shall have no loss of adhesion.
3. Tape sealant: Dimensions shall be as required for application conditions. Tape sealants shall be type recommended by tape manufacturer for connecting and bonding to surfaces.
4. Filler material shall be resilient, closed-cell polyethylene foam conforming to ASTM D 1752, Type II or III, and/or bond breakers of proper size for joint widths. Filler shall be compatible with sealant manufacturer's product and shall not stain the sealant nor the materials to which applied.
5. Primer: Primers shall be as recommended in the manufacturer's printed instructions for caulking and sealants, and shall not stain the sealant nor the materials to which applied. Manufacturer shall be consulted for all surfaces not specifically covered in submittal application instructions. Primer shall be used in accordance with manufacturer's instructions with all primers being applied prior to the installation of any backer rod or bond breaker tape.
6. Cleaning and cleanup solvents, agents, and accessory materials shall be as recommended in the manufacturer's printed instructions for cleaning up.

2.02 COLOR OF SEALANTS

- A. Color of sealants that are visible after installation shall match adjacent building finish. If in doubt of color match, obtain color approval from ENGINEER.

SECTION 07920

SEALANTS AND CAULKING

2.03 SUB-SLAB MEMBRANE

- A. Sub-slab membrane shall be 6-mil, odorless, nontoxic, polyethylene film without holes, complying with FHA requirements for below-slab moisture barrier, and shall be:

Sisalkraft "Moisture-stop"
Dampproof "XX"; or equal.

Part 3 - EXECUTION

3.01 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery of Materials: Manufactured materials shall be delivered in original, unbroken packages or containers bearing the manufacturer's label. Packages or containers shall be delivered to the site with seals unbroken.
- B. Shelf Life: Materials whose shelf life dates have expired shall not be used in the WORK. Such materials shall be promptly removed from the project site.
- C. Storage: All materials shall be carefully stored in accordance with the manufacturer's instructions, in an area that is protected from deleterious elements, and in a manner that will prevent damage to the product. Materials shall be stored at temperatures between 40 and 90 degrees unless otherwise specified by the manufacturer.

3.02 INSTALLATION

- A. Manufacturer's Recommendations: All work under this Section and all testing, where applicable, shall be performed in accordance with manufacturer's printed recommendations, specifications, and installation instructions except where more stringent requirements are indicated herein; and, except where project conditions require extra precautions or provisions to assure performance of the waterproofing system.
- B. Authorized Installers: Caulking and sealants shall be complete systems and be installed only by installers authorized and approved by the respective manufacturers.
- C. Surface Preparation:
 - 1. General: The surfaces of joints to be sealed shall be dry. Oil, grease, dirt, chalk, particles of mortar, dust, loose rust, loose mill scale, and other foreign substances shall be removed from surfaces of joints which will be in contact with the sealant. Ferrous metal surfaces shall be cleaned of all rust, mill scale, and other coatings by wire brush, grinding, or sandblasting. Oil and grease shall be removed by cleaning in accordance with sealant manufacturer's printed recommendations. Protective coatings shall be removed from all aluminum surfaces against which caulking or sealing compound is to be placed.

SECTION 07920

SEALANTS AND CAULKING

Bituminous or resinous materials shall be removed from surfaces to receive caulking or sealants.

2. Concrete and Masonry Surfaces: Where surfaces have been treated with curing compounds, oil, or other such materials, the materials shall be removed by sandblasting or wire brushing. Laitance, efflorescence, and loose mortar shall be removed from the joint cavity.
3. Steel Surfaces: Steel surfaces to be in contact with sealant shall be sandblasted or, if sandblasting would not be practical or would damage adjacent finish work, the metal shall be scraped and wire brushed to remove loose mill scale. Protective coatings on steel surfaces shall be removed by sandblasting or by a solvent that leaves no residue.
4. Aluminum Surfaces: Aluminum surfaces to be in contact with sealants shall be cleaned of temporary protective coatings. When masking tape is used for a protective cover, the tape and any residual adhesive shall be removed just prior to applying the sealant. Solvents used to remove protective coating shall be as recommended by the manufacturer of the aluminum work and shall be non-staining.
5. Wood Surfaces: Wood surfaces to be in contact with sealants shall be free of splinters and sawdust or other loose particles.

- D. Joint Types and Sizes: Joint shapes and sizes shall be as indicated or as necessary for job conditions where not indicated. Joints to be caulked or sealed include through-bolt holes, door frames, louver and ventilator frames, joints between openings where items pass through exterior walls, concrete masonry, or combination of these surfaces, and as otherwise indicated or required for watertightness, weatherproofing, or airtightness. Use sealing compound at both exterior and interior surfaces of exterior wall penetrations.

3.03 SEALANT FILLED JOINTS

- A. Sealant: Sealant shall be used before expiration of shelf life. Multi-component sealants shall be mixed according to manufacturer's printed instructions. Sealant in guns shall be applied with a nozzle of proper size to fit the width of joint. Sealant shall be installed to the required depth without displacing the backing. Unless otherwise indicated or recommended by the manufacturer, the installed sealant shall be tooled so that the surface is uniformly smooth and free of wrinkles and to assure full adhesion to the sides of the joint. Sealants shall be installed free of air pockets, foreign embedded matter, ridges, and sags. Sealer shall be applied over the sealant if recommended by the sealant manufacturer.

SECTION 07920

SEALANTS AND CAULKING

- B. Sealant Depth: Sealant depth in joints shall be 1/2 the width of joint, but not less than 1/8-inch deep and 1/4-inch wide nor more than 1/2-inch deep and 1-inch wide. All joints shall have a rigid filler material installed to proper depth prior to application of sealant.
- C. Masking Tape: Masking tape shall be placed on the finish surface on one or both sides of a joint cavity to protect adjacent finish surfaces from primer or sealant smears. Masking tape shall be removed within 10 minutes after joint has been filled and tooled.
- D. Backing: Backing shall be installed to provide the indicated sealant depth. The installation tool shall be shaped to avoid puncturing the backing.
- E. Bond-Breaker: Bond-breaker shall be applied to fully cover the bottom of the joint without contaminating the sides where sealant adhesion is required.
- F. Primer: Primer shall be used on concrete masonry units, wood, or other porous surfaces in accordance with instructions furnished with the sealant. Primer shall be applied to the joint surfaces to be sealed. Surfaces adjacent to joints shall not be primed.
- G. Applications: A full bead of sealant shall be applied into the joint under sufficient pressure, with the nozzle drawn across sealant, to completely fill the void space and to ensure complete wetting of contact area to obtain uniform adhesion. During application, the tip of the nozzle shall be kept at the bottom of the joint thereby forcing the sealant to fill from the bottom to the top. Sealants shall be tooled immediately after exposure with a caulking tool or soft bristled brush moistened with solvent. The finished sealant-filled joint shall be slightly concave unless otherwise indicated.
- H. Acoustic Partition Joints: Acoustic partition joints shall be made air and sound-tight with acoustic caulking material.
 - 1. Partitions shall be sealed where indicated on the Drawings. Gypsum panels may have joint treatment applied in the normal manner over sealed joints, or panels may be finished with base or trim as required.
 - 2. A 1/4-inch minimum round bead of sealant shall be applied around all cut-outs, such as at electrical boxes and air conditioning ducts, sufficient to seal the openings.

3.04 SUB-SLAB MEMBRANE

- A. A sub-slab membrane shall be installed under floor slabs over which a finish flooring system will be installed and at other locations as indicated.

3.05 CLEANING

SECTION 07920

SEALANTS AND CAULKING

- A. After application of sealant and caulking materials, adjacent materials which have been soiled shall be cleaned and left in a neat, clean, undamaged, or unstained condition. On porous surfaces, excess sealant shall be removed per sealant or caulking manufacturer's printed instructions.

- END OF SECTION -

SECTION 15000

PIPING GENERAL

Part 1 - GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall furnish and install to the required line and grade, all piping together with all fittings and appurtenances, required for a complete installation. All piping located outside the face of structures or building foundations and all piping embedded in concrete within a structure or foundation shall be considered exterior piping.
- B. The CONTRACTOR shall furnish and install fittings, couplings, connections, sleeves, adapters, harness rods and closure pieces as required to connect pipelines of dissimilar materials and/or sizes herein included under this Section and other concurrent contracts for a complete installation.
- C. The CONTRACTOR shall furnish all labor, materials, equipment, tools, and services required for the furnishing, installation and testing of all piping as shown on the Drawings, specified in this Section and required for the Work. Piping shall be furnished and installed of the material, sizes, classes, and at the locations shown on the Drawings and/or designated in this Section. Piping shall include all fittings, adapter pieces, couplings, closure pieces, joint restraints, harnessing rods, hardware, bolts, gaskets, wall sleeves, wall pipes, hangers, supports, and other associated appurtenances for required connections to equipment, valves, or structures for a complete installation.
- D. The CONTRACTOR shall provide taps on piping where required or shown on the Drawings. Where pipe or fitting wall thicknesses are insufficient to provide the required number of threads, a boss or pipe saddle shall be installed.
- E. The work shall include, but not be limited to, the following:
 - 1. Connections to existing pipelines.
 - 2. Test excavations necessary to locate or verify existing pipe and appurtenances.
 - 3. Installation of all new pipe and materials required for a complete installation.
 - 4. Cleaning, testing and disinfecting as required.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 1, General Requirements
- B. Division 2, Sitework
- C. Division 15, Mechanical Construction

1.03 SUBMITTALS

SECTION 15000

PIPING GENERAL

- A. The CONTRACTOR shall submit complete shop drawings and certificates, test reports, affidavits of compliance, of all piping systems, in accordance with the requirements in Section 01300 – Submittals and as specified in the individual piping sections.
- B. Each shop drawing submittal shall be complete in all aspects incorporating all information and data listed herein and all additional information required to evaluate the proposed piping material's compliance with the Contract Documents. Partial or incomplete submissions will be returned to the CONTRACTOR without review.
- C. Data to be submitted shall include, but not be limited to:
 - 1. Catalog Data consisting of specifications, illustrations, and a parts schedule that identifies the materials to be used for the various piping components and accessories. The illustrations shall be in sufficient detail to serve as a guide for assembly and disassembly.
 - 2. Complete layout and installation drawings with clearly marked dimensions and elevations. Piece numbers which are coordinated with the tabulated pipe layout schedule shall be clearly marked. Piping layout drawings shall provide information on the following; pipe supports, location, support type, hanger rod size, insert type and the load on the hanger in pounds.
 - 3. Weight of all component parts.
 - 4. Design calculations specified above.
 - 5. Tabulated pipe layout schedule which shall include the following information for all pipe and fittings, service, pipe size, working pressure, wall thickness and piece number.
- D. Certifications: Prior to installation, the CONTRACTOR shall furnish an Affidavit of Compliance certified by the pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of AWWA and these specifications.

No pipe or fittings will be accepted for use in the Work on this project until the affidavits have been submitted and accepted in accordance with Section 01300 – Submittals.
- E. All expenses incurred in making samples for certification of tests shall be borne by the CONTRACTOR.

SECTION 15000

PIPING GENERAL

1.04 QUALITY ASSURANCE

- A. Tests: Except where otherwise specified, all materials used in the manufacture of the pipe shall be tested in accordance with the applicable Specifications and Standards.
- B. In accordance with the "Reduction of Lead in Drinking Water Act" (Act) enacted by the USEPA on January 4, 2011, effective January 4, 2014 all piping, fittings, fixtures, valves, and other appurtenances used in potable water supply and distribution systems shall be "lead free" as defined in Section 1417(d) of the Safe Drinking Water Act (SDWA). All requirements of the Act as it relates to the work under this Contract shall be strictly adhered to.

1.05 MANUFACTURER'S SERVICE REPRESENTATIVE

- A. Where the assistance of a manufacturer's service representative is advisable, in order to obtain correct pipe joints, supports, or special connections, the CONTRACTOR shall furnish such assistance at no additional cost to the CITY.

1.06 MATERIAL DELIVERY, STORAGE, AND PROTECTION

- A. All piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground, to provide protection against oxidation caused by ground contact. Any materials susceptible to UV degradation shall be protected to eliminate exposure to sunlight. All defective or damaged materials shall be replaced with new materials. Storage shall conform with Section entitled "Site Access and Storage".

1.07 CLEANUP

- A. After completion of the work, all remaining pipe cuttings, joining and wrapping materials, and other scattered debris, shall be removed from the site. The entire piping system shall be handed over in a clean and functional condition.

Part 2 - PRODUCTS

2.01 GENERAL

- A. All specials and every length of pipe shall be marked with the manufacturer's name or trademark, size, class, and the date of manufacture. Special care in handling shall be exercised during delivery, distribution, and storage of pipe to avoid damage and unnecessary stresses. Damaged pipe will be rejected and shall be replaced at the CONTRACTOR's expense. Pipe and specials stored

SECTION 15000

PIPING GENERAL

prior to use shall be stored in such a manner as to keep the interior free from dirt and foreign matter.

- B. Testing of pipe before installation shall be as described in the corresponding ASTM or AWWA Specifications and in the applicable standard specifications listed in the following sections. Field testing after the pipe is installed shall be as specified in Section 15995 - Pipeline Testing and Disinfection.
- C. Joints in piping shall be of the type as specified in Section 15060, "Piping and Fittings".
- D. Unless otherwise specified or shown on the drawings, all buried exterior piping shall have restrained joints for thrust protection, and all exposed exterior piping shall have flanged joints.
- E. The Drawings indicate work affecting existing piping and appurtenances. The CONTRACTOR shall excavate test pits as required of all connections and crossings which may affect the CONTRACTOR's work prior to ordering pipe and fittings to determine sufficient information for ordering materials. The CONTRACTOR shall take whatever measurements that are required to complete the work as shown or specified.
- F. Any ferrous metal pipes are required to be polywrapped, minimum 8 mil, with polywrap and secured with polutape. Polywrap and polytape to be approved by the City.

2.02 WALL PIPES (Not Used)

2.03 SLEEVES (Not Used)

2.04 SOLID SLEEVE COUPLINGS

- A. Solid sleeve couplings shall be used to connect buried service piping where shown on the Drawings. Solid sleeves shall be ductile iron, long body and shall conform to the requirements of ANSI A21.10 (AWWA C110). Unless otherwise shown or specified, solid sleeve couplings shall be Style A11760 as manufactured by American Cast Iron Pipe Co., or equal.

2.05 SLEEVE TYPE COUPLINGS (SEWER ONLY) (Not Used)

2.06 MECHANICAL COUPLINGS

- A. Construction: Mechanical couplings shall be provided where shown on the Drawing, and shall be of similar material as the pipe, without pipe stop, and

SECTION 15000

PIPING GENERAL

shall be of sizes to fit the pipe and fittings shown. The middle ring shall be not less than 1/4-inch in thickness and shall be either 5 or 7-inches long for standard steel couplings, and 16-inches long for long-sleeve couplings. The followers shall be single-piece contoured mill section welded and cold-expanded as required for the middle rings. They shall be of sufficient strength to accommodate the number of bolts necessary to obtain adequate gasket pressures without excessive rolling. The shape of the follower shall be of such design as to provide positive confinement of the gasket.

B. Gaskets

1. Gaskets for mechanical couplings shall be rubber-compound material that will not deteriorate from age or exposure to air under normal storage or use conditions. Gaskets for wastewater and sewerage applications shall be Buna "N", Grade 60, or equivalent suitable elastomer. The rubber in the gasket shall meet the following specifications:

- (a) Color - Jet Black.
- (b) Surface - Nonblooming.
- (c) Durometer Hardness - 74 + 5.
- (d) Tensile Strength - 1000 psi Minimum.
- (e) Elongation - 175 percent Minimum.

2. The gaskets shall be immune to attack by the material which is being transported.
3. Where couplings are used in water containing chloramines or other fluids which attack rubber materials, gasket material shall be compatible with the piping service and fluid utilized.
4. Gasket materials used for potable water containing chloramines shall be EPDM.

C. Bolts, nuts and washers shall be ASTM A193, Grade B7 for above-ground applications. Buried applications shall use 316 stainless steel hardware.

D. Coatings: Couplings shall be shop primed with a primer compatible with the painting system specified in the Section 09940 – Painting.

E. Harnessing: Where harnesses are required for mechanical couplings, they shall be in accordance with the requirements shown on the Drawings.

F. Manufacturer shall be the following, or equal:

1. Rockwell (Smith-Blair), Style 411
2. Dresser, Style 38
3. Total Piping Solution, Inc. (TPS) -Hymax

SECTION 15000

PIPING GENERAL

4. Ford Meter Box Co., Inc., Style FC1 or FC3.

2.08 FLANGED ADAPTERS

- A. Flanged adapters shall be furnished as required and as shown on the Drawings.
- B. All flanged adapters, 12 inches in diameter and smaller, except as shown on the Drawings or directed by the ENGINEER, shall be locking type flanged adapters.
- C. Pressure and service shall be the same as connected piping.
- D. Materials shall be cast iron for pipes up to 12-inch diameter and high strength steel for pipes larger than 12 inch diameter.
- E. Flanged adapters shall be shop primed with a premium quality primer compatible with the paint system specified in Section 09940 - Painting.
- F. Bolts and nuts shall be alloy steel, corrosion-resistant and prime coated.
- G. Flanged coupling adapters shall be harnessed by tying the adapter to the nearest pipe joint flange using threaded rods and rod tabs. The threaded rods and rod tabs shall be as shown on the Drawings.
- H. Flanged adapters shall be as manufactured by Dresser Industries, Style 127 or 128, Smith Blair Corporation, or equal.

2.09 UNIONS

- A. For ductile iron and PVC piping, see Section 15060, "Piping and Fittings".
- B. For copper piping, unions shall have ground joints and conform to ANSI B16.18.

2.10 TAPPING SLEEVES AND TAPPING SADDLES

- A. Refer to Section 15102 - Tapping Sleeves and Tapping Valves.

Part 3 - EXECUTION

3.01 INSTALLATION

- A. All piping shall be installed by skilled workmen and in accordance with the best standard practice for piping installation as shown on the Drawings, specified or recommended by the pipe manufacturer. Proper tools and appliances for the safe and convenient handling and installing of the pipe and fittings shall be used. Great care shall be taken to prevent any pipe coating from being damaged on the inside or outside of the pipe and fittings. All pieces shall be carefully examined for defects, and no piece shall be installed which is known

SECTION 15000

PIPING GENERAL

to be cracked, damaged, or otherwise defective. If any defective pieces should be discovered after having been installed, it shall be removed and replaced with a sound one in a satisfactory manner by the CONTRACTOR and at his own expense. Pipe and fittings shall be thoroughly cleaned before they are installed and shall be kept clean until they are accepted in the complete work. All piping connections to equipment shall be provided with unions or coupling flanges located so that piping may be readily dismantled from the equipment. At certain applications, Dresser, Victaulic, or equal, couplings may also be used. All piping shall be installed in such a manner that it will be free to expand and contract without injury to itself or to structures and equipment to which it is connected. All piping shall be erected to accurate lines and grades with no abrupt changes in line or grade and shall be supported and braced against movement, temporary, or permanent. All exposed piping shall be installed with vertical and horizontal angles properly related to adjoining surfaces or pipes to give the appearance of good workmanship.

- B. All excavation shall be made in such a manner and to such widths as will provide ample room for properly installing the pipe and permit thorough compaction of backfill around the pipe. The minimum trench widths shall be in strict accordance with the "Trench Width Excavation Limits" as shown on the Drawings. All excavation and trenching shall be done in strict accordance with these specifications and all applicable parts of the OSHA Regulations, 29CFR 1926, Subpart P.
- C. Enlargements of the trench shall be made as needed to give ample space for operations at pipe joints. The width of the trench shall be limited to the maximum dimensions shown on the Drawings, except where a wider trench is needed for the installation of and work within sheeting and bracing. Except where otherwise specified, excavation slopes shall be flat enough to avoid slides which will cause disturbance of the subgrade, damage to adjacent areas, or endanger the lives or safety of persons in the vicinity.
- D. Hand excavation shall be employed wherever, in the opinion of the ENGINEER, it is necessary for the protection of existing utilities, poles, trees, pavements, or obstructions.
- E. No greater length of trench in any location shall be left open, in advance of pipe laying, than shall be authorized or directed by the ENGINEER and, in general, such length shall be limited to approximately one hundred (100) feet. The CONTRACTOR shall excavate the trenches to the full depth, width and grade indicated on the Drawings including the relevant requirements for bedding. The trench bottoms shall then be examined by the ENGINEER as to the condition and bearing value before any pipe is laid or bedding is placed.

SECTION 15000

PIPING GENERAL

- F. No pipe trench shall be backfilled until required pressure testing has been performed. All testing shall be in accordance with Section 15995 – Pipeline Testing and Disinfection.
- G. Following proper preparation of the trench subgrade, pipe and fittings shall be carefully lowered into the trench so as to prevent dirt and other foreign substances from gaining entrance into the pipe and fittings. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall any of the materials be dropped or dumped into the trench.
- H. Water shall be kept out of the trench until jointing and backfilling are completed. When work is not in progress, open ends of pipe, fittings, and valves shall be securely closed so that no water, earth, or other substance will enter the pipes, fitting, or valves. Pipe ends left for future connections shall be valved, plugged, or capped, and anchored as required.
- I. Pipes crossing within a vertical distance of less than or equal to one (1) foot shall be encased and supported with concrete at the point of crossing to prevent damage to the adjacent pipes as indicated by the CITY and ENGINEER at no additional cost to the CITY.
- J. The full length of each section of pipe shall rest solidly upon the bed of the trench, with recesses excavated to accommodate bells, couplings, joints, and fittings. Before joints are made, each pipe shall be well bedded on a solid foundation; and no pipe shall be brought into position until the preceding length has been thoroughly bedded and secured in place. Pipe that has the grade or joint disturbed after laying shall be taken up and relaid by the CONTRACTOR at his own expense. Pipe shall not be laid in water or when trench conditions are unsuitable for work.
- K. Proper and suitable tools and appliances for the safe convenient handling and laying of pipe shall be used and shall in general agree with manufacturer's recommendations.
- L. At the close of each work day the end of the pipeline shall be tightly sealed with a cap or plug so that no water, dirt, or other foreign substance may enter the pipeline, and this plug shall be kept in place until pipe laying is resumed.
- M. During the laying of pipe, each pipe manufacturer shall provide his own supervisor to instruct the CONTRACTOR's pipe laying personnel in the correct procedure to be followed.
- N. All piping shall have bedding – refer to the Drawings and other Specification Sections.

SECTION 15000

PIPING GENERAL

3.02 JOINTS IN PIPING

- A. Restrained joints: shall be provided on all pipe joints as specified herein and shown on the Drawings. Restrained joints shall be made up similar to that for push-on joints.
- B. Push-on joints: include a single rubber gasket which fits into the bell end of the pipe. The gasket shall be wiped clean, flexed and then placed in the socket. Any bulges in the gasket which might interfere with the entry of the plain end of the pipe shall be removed. A thin film of lubricant shall be applied to the gasket surface which will come into contact with the spigot end of the pipe. The lubricant shall be furnished by the pipe manufacturer. The plain end of the pipe, which is tapered for ease of assembly, shall be wiped clean and a thick film of lubricant applied to the outside. The pipe shall be aligned and carefully entered into the socket until it just makes contact with the gasket. The joint assembly shall be completed by entering the pipe past the gasket until it makes contact with the bottom of the socket. The pipe shall be pulled "home" with an approved jack assembly as recommended by the pipe manufacturer. If assembly is not accomplished by reasonable force, the plain end shall be removed and the condition corrected.
- C. Mechanical joints: shall be made up with gaskets, glands and bolts. When a joint is to be made up, the bell or socket and plain end shall be cleaned and washed with a solution or mild soap in water; the gland and gasket shall be slid onto the plain end and the end then entered into the socket until it is fully "home" on the centering ring. The gasket shall then be painted with soapy water and slid into position, followed by the gland. All bolts shall be inserted and made up hand tight and then tightened alternately to bring the gland into position evenly. Excessive tightening of the bolts shall be avoided. All nuts shall be pulled up using a torque wrench which will not permit unequal stresses in the bolts. Torque shall not exceed the recommendations of the manufacturer of the pipe and bolts for the various sizes. Care shall be taken to assure that the pipe remains fully "home" while the joint is being made. Joints shall conform to the applicable AWWA Specifications.
- D. Threaded and/or screwed joints: shall have long tapered full depth threads to be made with the appropriate paste or jointing compound, depending on the type of fluid to be processed through the pipe. All pipe up to, and including 1-1/2-inches, shall be reamed to remove burrs and stood on end and well pounded to remove scale and dirt. Wrenches on valves and fittings shall be applied directly over the joint being tightened. Not more than three pipe threads shall be exposed at each connection. Pipe, in all lines subject to temperature changes shall be cut short and cold sprung into place to compensate for expansion when hot. Joints in all piping used for chlorine gas

SECTION 15000

PIPING GENERAL

lines shall be made up with a glycerine and litharge cement. Joints in plastic piping (PVC/CPVC) shall be laid and joints made with compounds recommended by the manufacturer.

Installation shall conform to the requirements of ASTM D2774 and ASTM D2855. Unions required adjacent to valves and equipment.

- E. Solvent or adhesive welded joints: in plastic piping shall be accomplished in strict accordance with the pipe manufacturer's recommendations, including necessary field cuttings, sanding of pipe ends, joint support during setting period, etc. Care shall be taken that no droppings or deposits of adhesive or material remain inside the assembled piping. Solvent or adhesive material shall be compatible with the pipe itself, being a product approved by the pipe manufacturer. Unions are required adjacent to valves and equipment. Sleeve-type expansion joints shall be supplied in exposed piping to permit 1-inch minimum of expansion per 100 feet of pipe length.
- F. Dielectric unions: shall be installed wherever dissimilar metals are connected except for bronze or brass valves in ferrous piping. Unions shall be provided downstream of each valve with screwed connections. The CONTRACTOR shall provide screwed or flanged unions at each piece of equipment, where shown, and where necessary to install or dismantle piping.
- G. Eccentric reducers: shall be installed where air or water pockets would otherwise occur in mains because of a reduction in pipe size.

3.03 TESTING

- A. All testing shall be in accordance with Section 15995 – Pipeline Testing and Disinfection

3.04 PAINTING (NOT USED)

- END OF SECTION -

DIVISION 15
MECHANICAL

SECTION 15008

A-2000 PVC DRAINAGE PIPE

Part 1 - GENERAL

1.01 THE REQUIREMENT

This specification includes materials, test methods and installation requirements for 8 to 36-inch diameter A-2000 POLYVINYL CHLORIDE (PVC) corrugated pipe (solid pipe) or perforated pipe (exfiltration trench pipe) with a smooth interior. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in non-pressure applications such as storm sewers, drainage and underdrains.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02222 - Excavation and Backfill for Utilities
- B. Section 02751 – Storm Water System Cleaning and CCTV
- C. Section 02752 – Removal and Disposal of Material in Storm Water Piping

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards:

ASTM F949	Specification for Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings
ASTM D1784	Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D2412	Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

1.04 SUBMITTALS

- A. Shop Drawings: The CONTRACTOR shall submit shop drawings and laying diagrams of all A-2000 PVC pipe (solid or perforated), joints, bends, special fittings, and piping appurtenances in accordance with Section 01300, "Submittals".
- B. Certificates: The CONTRACTOR shall provide if requested, manufacturer's certificates for all materials indicating conformance to the Contract Documents.

1.05 QUALITY ASSURANCE

- A. Testing: All materials testing will be based upon applicable ASTM Test Methods and AWWA Standards referenced herein for the materials specified.

SECTION 15008

A-2000 PVC DRAINAGE PIPE

- B. Certificates: Manufacturer's notarized certificates of compliance shall be furnished by the CONTRACTOR.
- C. The pipe shall be subjected to the specified hydrostatic strength tests, flexure tests, and crushing tests. The crushing tests shall be made on samples taken from the center of full-length sections of pipe.

1.06 CLEANUP

- A. In addition to the requirements of Section 01700, "Project Closeout", the CONTRACTOR, upon completion of backfilling and grading over trenches shall remove all excess materials and equipment from the site.

Part 2 - PRODUCTS

2.01 GENERAL

- A. All pipe and fittings shall be Contech PVC A-2000 PVC Drainage Pipe Perforated Pipe or similar, pending City approval.
- B. PVC pipe and fittings shall be homogenous throughout and free from cracks, holes, foreign inclusions or other injurious defects.
- C. PVC pipe and fittings showing signs of ultra-violet degradation will not be accepted.

2.02 PIPE

PVC corrugated pipe with a smooth interior shall conform to the requirements of ASTM designation F949. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. Pipe shall be manufactured to 46 psi stiffness when tested in accordance with ASTM test method D2412. there shall be no evidence of splitting, cracking or breaking when the pipe is tested per ASTM Test Method D2412 in accordance with ASTM F949 section 7.5 and ASTM F794 section 8.5. The pipe shall be made of PVC compound having a minimum cell classification of 12454 as defined in ASTM specification D1784.

2.03 JOINTS

All Joints shall be made with integrally-formed bell and spigot gasketed connections. The manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

SECTION 15008

A-2000 PVC DRAINAGE PIPE

2.04 FITTINGS

- A. All fittings for corrugated PVC sewer pipe with a smooth interior shall conform to ASTM F949, Section 5.2.3 or F794, Section 7.2.4. To insure compatibility, the pipe manufacturer shall provide all fittings.

2.05 BEDDING MATERIAL

- A. Unless otherwise specified or shown, all material used for pipe bedding shall conform to the requirements of Section 02222, "Excavation and Backfill for Utilities".

Part 3 - EXECUTION

3.01 GENERAL

- A. All laying, jointing, testing for defects and for leakage shall be performed in the presence of the CITY, and shall be subject to the CITY'S approval before acceptance. All material found during the progress to have defects will be rejected and the CONTRACTOR shall promptly remove such defective materials from the site of the Work.
- B. Installation shall conform to the requirements of ASTM D 2321 and to the supplementary requirements or modifications specified herein. Wherever the provisions of this Section and the requirements of ASTM D 2321 are in conflict, the more stringent provision shall apply.

3.02 TRENCHING AND BACKFILL

- A. Trench excavation and backfill shall conform to the requirements of Section 02222 - Excavation and Backfill for Utilities, and as specified herein.
- B. Unless otherwise specified or shown, the maximum width of trenches shall be as specified in said ASTM D 2321.

3.03 LAYING PIPE

- A. The pipe shall be installed in accordance with the requirements of ASTM D 2321 and as specified herein. Sections shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position for joining, the bedding for the pipe shall be checked for firmness and uniformity of surface.
- B. Proper implements, tools, and facilities as recommended by the pipe manufacturer's standard printed installation instructions shall be provided and used by the CONTRACTOR for safe and efficient execution of the Work. All pipe,

SECTION 15008

A-2000 PVC DRAINAGE PIPE

fittings, valves, and accessories shall be carefully lowered into the trench by means of backhoe, ropes, or other suitable equipment in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

- C. Cutting and machining of the pipe shall be accomplished in accordance with the pipe manufacturer's standard procedures for this operation. Pipe shall not be cut with a cold chisel, standard iron pipe cutter, nor any other method that may fracture the pipe or will produce ragged, uneven edges.
- D. The pipe and accessories shall be inspected for defects prior to lowering into the trench. Any defective, damaged or unsound pipe shall be repaired or replaced. All foreign matter or dirt shall be removed from the interior of the pipe before lowering into position in the trench. Pipe shall be kept clean during and after laying. All openings in the pipe line shall be closed with water tight expandable type sewer plugs or PVC test plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood, or other similar temporary plugs will not be permitted.
- E. Adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the Work shall be furnished by the CONTRACTOR.
- F. Where the grade or alignment of the pipe is obstructed by existing utility structures such as conduits, ducts, pipes, branch connections to main sewers, or main drains, the obstruction shall be permanently supported, relocated, removed, or reconstructed by the CONTRACTOR in cooperation with CITY's of such utility structures.

SECTION 15008

A-2000 PVC DRAINAGE PIPE

3.05 HANDLING

- A. Handling of the PVC pipe shall be done with care to insure that the pipe is not damaged in any manner during storage, transit, loading, unloading, and installation.
- B. Pipe shall be inspected both prior to and after installation in the ditch and all defective lengths shall be rejected and immediately removed from the working area.

3.06 FIELD JOINTING

- A. Each pipe compression type joint shall be joined with a lock-in rubber ring and a ring groove that is designed to resist displacement during pipe insertion.
- B. The ring and the ring seat inside the bell shall be wiped clean before the gasket is inserted. At this time a thin film of lubricant shall be applied to the exposed surface of the ring and to the outside of the clean pipe end. Lubricant other than that furnished with the pipe shall not be used. The end of the pipe shall be then forced into the ring to complete the joint.
- C. The pipe shall not be deflected either vertically or horizontally in excess of the printed recommendations of the manufacturer of the coupling.
- D. When pipe laying is not in progress, the open ends of the pipe shall be closed to prevent trench water from entering pipe. Adequate backfill shall be deposited on pipe to prevent floating of pipe. Any pipe which has floated shall be removed from the trench, cleaned, and relaid in an acceptable manner. No pipe shall be laid when, in the opinion of the CITY, the trench conditions or weather are unsuitable for such Work.

- END OF SECTION -