
PROJECT MANUAL

CITY OF LAKE WORTH

8th Avenue South and South F Street Watermain



BID SET

**CITY OF LAKE WORTH
BID No. 16-113
FINANCE PROJECT No. MP 0401**

July 2016

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CITY OF LAKE WORTH

8TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN

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City of Lake Worth Approved Product list
Florida Department of Health Permit

PROJECT: 8TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN
Bid No. IFB 16-113

Date: July 3, 2016

00020

INVITATION TO BID

Sealed bids for performing all work in connection of the **8th Avenue South and South F Street Watermain, City of Lake Worth Bid No. IFB 16-113** will be received by City of Lake Worth Procurement Office, City Hall, 2nd Floor, 7 North Dixie Highway, Lake Worth, Florida 33460. **Bid Close at 3:00 p.m. local time on August 4, 2016.** Bids shall be publicly open and read aloud immediately thereafter.

The proposed work consists of providing all labor, materials, equipment and incidentals required to construct as detailed in the contract documents. The work includes, but not necessarily limited to the following:

- Installation of PVC C-900 (DR-18) and DIP water main with pipe diameters ranging from 4 to 8-inches, less than 2,600 LF combined;
- Installation of fire hydrants, valves, and appurtenances; and
- Site restoration.

The Owner for the project is the City of Lake Worth, Florida.

Contract Documents may be obtained from DemandStar: www.demandstar.com. All bidders must be a plan holder of record with DemandStar. Contract Documents may also be obtained in electronic format from the City of Lake Worth web site: www.lakeworth.org/business/bids.

Last day to submit questions is July 27th to AECOM at ana.demelo@aecom.com.

This Contract is a Unit Price contract.

Bids must be accompanied by a Bid Security in the form of a certified or bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

No Bid may be withdrawn for a period of 120 days after the scheduled closing date for the receipt of bids except as otherwise provided in Article 13 of the Instructions to Bidders.

Bidders shall endeavor to make maximum use of domestic construction materials and shall comply to OSHA and all federal, state and local laws, ordinances and regulations that in any way affect the work.

Sealed Bids shall be addressed to the City of Lake Worth and plainly marked "**8th Avenue South and South F Street Watermain, City of Lake Worth Bid No. IFB 16-113**" on the outside of the envelope and delivered to 7 North Dixie Highway, Procurement Office, Lake Worth, Florida 33460.

The successful Bidder, who is awarded the Contract, shall be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond.

The City of Lake Worth reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

/s/ Corinne Elliott, Assistance Finance Director

Publish: Palm Beach Post

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EDCJC No. 1910-8, 1983 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must submit with the bid evidence of at least four (4) previous experiences performing similar construction project in complexity and scope (Section 00310 Bidder Qualification Questionnaire). The example projects shall include: project location, date and cost of construction, Owner's Project Manager and contact information, along with resumes of Bidder's Project Manager and Superintendent. The example projects will serve as professional reference that will be contacted by the Owner and Engineer to verify the Bidder's capacity to perform the work. Each Bidder must also submit present work commitments and must demonstrate that the Bidder will have sufficient, competent and experienced personnel to carry out the operations specified.

Other written evidence such as financial data may be reasonably specifically requested by Owner or otherwise required in Contract Documents and must be prepared and submitted to the Owner within five days of Owner's request. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.1 Reference is made to Division 1: General Requirements of the Specifications for the identification of:

4.1.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.1.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.

4.1.3 Copies of such reports and drawings (referred to above), if not attached to the Specification or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically referenced in Division 1: General Requirements as technical data that can be relied on.

4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent change in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents shall be in writing and are to be directed to the City Procurement Department. (unless another issuing office is designated in the Advertisement or invitation to Bid). Interpretations or clarifications considered necessary by Engineer in response to such question will be issued by Addenda mailed or delivered to all parties recorded by issuing office as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 120 day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and final completion within the times designated in the Bid.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal"

items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in Division 1: General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

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

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office).

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids 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.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and the address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED FOR (project name) TO BE OPENED (insert date and time as indicated in the Invitation to Bid)" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may 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 opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened (publicly or privately) as indicated in the Invitation to Bid.

14.1 When Bids are opened publicly they will be read aloud and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14.2 When Bids are opened privately, an abstract of the same information (will or will not) be made available to Bidders within seven days after the date of Bid opening.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for 120 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make and award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3 Owner may consider the qualification and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions (or as requested by Owner after the Bids are received.) Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other Persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the day of the Bid opening.

16.7 When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

17. CONTRACT SECURITY

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

19. DISQUALIFICATION OF BIDDER

- 19.1 Bidder may be disqualified and its Bid rejected for any of the following:
- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
 - b) Reason to believe that collusion exists among or between Bidders
 - c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
 - d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
 - e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
 - f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
 - g) Substantial evidence of bad character or dishonesty.
 - h) Bidder is involved in any current litigation with Owner.
 - i) Bidder has defaulted on any contract or is in arrears on any contract.

20. LICENSES, PERMITS, AND CERTIFICATION

20.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

20.2 An Occupational License obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth.

20.3 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

21. PREPARATION EXPENSE

21.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

22. NON-COLLUSION

22.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

23. CODE OF ETHICS

23.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

24. CONFLICT OF INTEREST

24.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

25. DRUG FREE WORKPLACE PROGRAMS

25.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

26. LEGAL REQUIREMENTS

26.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

27.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

28. NON-APPROPRIATIONS

28.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

29. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP

29.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the

Owner. Bidder should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

29.2 Contractor shall comply with Florida's Public Records Laws, and, if applicable, specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or 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 Owner all public records in possession of the Contractor upon termination of the Contract Documents 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 Owner in a format that is compatible with the information technology systems of the Owner.

END OF SECTION

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BID FORM MUST BE SUBMITTED IN DUPLICATE

BIDDER: _____

PROJECT: **8TH AVENUE SOUTH AND
SOUTH F STREET WATERMAIN**

DATE: _____

(Bid Submitted on)

**00300
BID FORMS**

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum Number	Date
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division I: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300-5)

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

Will be substantially complete within 80 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 100 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of Bid Bond
- (b) Unit Price Schedule on Page(s) 00300-5 to 00300-6
- (c) Trench Safety Affidavit on Page(s) 00300-7
- (d) Schedule of Subcontractors Page(s) 00300-8
- (e) Schedule of Suppliers, Equipment and Materials Page(s) 00300-9
- (f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-10 to 00300-11
- (g) Certification of Drug Free Workplace Program Page 00300-12
- (h) List other documents as pertinent

9. Communications concerning this Bid shall be addressed to the City of Lake Worth Procurement Office, City Hall, 2nd Floor, 7 North Dixie Highway, Lake Worth, Florida 33460, Attn: Hirut Darge, Purchasing Agent, Phone 561-586-1651 and email:hdarge@LakeWorth.org. For questions regarding the project email AECOM at ana.demelo@aecom.com.

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER's Florida Contractor's License No. _____

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

Doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner) (Signature)

Doing business as _____

Business address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Corporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Signature)

(Corporate Seal)

Attest _____
(Secretary)

(Signature)

Business address: _____

Phone No.: _____

SCHEDULE OF VALUES
CITY OF LAKE WORTH 8th AVENUE SOUTH AND SOUTH F STREET PROJECT

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted. These prices are used as a tool for the evaluation of the bid(s).

Item No	Description	Estimated Quantity	Units	Unit Cost	Value
GENERAL REQUIREMENTS					
1	Mobilization	1	LS		
2	Maintenance of Traffic (per FDOT Index 600 and FDOT Standard Specifications 536)	1	LS		
3	Bonds and Insurance	1	LS		
4	Allowance	1	LS	50,0000.00	\$50,000.00
5	Permits (Palm Beach County Health Department Clearances)	1	LS		
6	Audio and Video Detection	1	LS		
7	Provide National Pollutant Discharge Elimination System Permit (NPDES) and dewatering permit from applicable agencies. Contractor shall be limited to a maximum of one and one-half (1.5%) of the Sub Total Base Bid Price	1	LS		
8	Record Drawings	1	LS		
SUB TOTAL GENERAL CONDITIONS:					
WATER UTILITIES					
1	Furnish and install 4" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	140	LF		
2	Furnish and install 8" PVC (Polyvinyl Chloride) C-900 (DR-18) water main pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	2100	LF		
3	Furnish and install 6" DIP (Ductile Iron Pipe) Class 350 water main cement lined pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	50	LF		
4	Furnish and install 8" DIP (Ductile Iron Pipe) Class 350 water main cement lined pipe including all thrust blocks, restraining joints, disinfection and appurtenances needed to deliver a functioning water distribution system. Includes site restoration.	260	LF		
5	Furnish and install Compact Ductile Iron cement lined Fittings (TeEs, Elbows, Crosses, etc.)	1.4	TONS		
6	Furnish and install 4" Cap, 2" Corp Stop and 2" HDPE (High-density polyethylene) water main pipe to connect to existing 2" GS water main and deliver a functioning water distribution system. Includes site restoration.	10	EA		

7	Furnish and install air release valve. This item includes, but is not limited to, air release valve, strapping saddle, corporation stop, manhole/vault and all appurtenances necessary for the complete system.	1	EA		
8	Furnish and install 12" x 8" stainless steel tapping sleeve assembly, including valve, appurtenances and site restoration.	1	EA		
9	Furnish and install 4" resilient wedge gate valve and appurtenances.	10	EA		
10	Furnish and install 8" resilient wedge gate valve and appurtenances.	16	EA		
11	Furnish and install fire hydrant assemblies on proposed water main, including tee, valve and appurtenances.	6	EA		
12	Furnish and install sampling point.	6	EA		
13	Support of existing utility poles during excavation and installation.	1	LS		
14	Removal of trees including palms.	1	LS		
Water Utility Subtotal:					
ROADWAY TRENCH RECONSTRUCTION					
15	Furnish and Place 3/4" Type S-III Asphalt	2300	SY		
16	Furnish and Place 1-1/2" Type S-III Asphalt	480	SY		
17	Furnish and Place 8" Limerock base course	470	SY		
18	Furnish and Place 12" Stabilized subgrade	470	SY		
19	Mill existing asphalt pavement, 3/4" average depth	2300	SY		
20	Concrete sidewalk installation including demolition and disposal, 4" thick	36	SY		
21	Seed and Mulch for restoration of disturbed grassed areas	150	SY		
22	Aphalt milling for restoration of disturbed driving areas, 4" layer compacted	1200	SY		
Roadway Construction Subtotal:					
PAVEMENT MARKINGS & SIGNAGE					
23	Thermoplastic, STD, White, Solid, 24"	15	LF		
24	Thermoplastic, Double, Yellow, Solid, 6"	25	LF		
25	Retro-Reflective Pavement Markers	6	EA		
26	Signage Replacement	4	EA		
Pavement Markings & Signage Subtotal:					
SUB-TOTAL WATER, ROADWAY AND PAVEMENT MARKNGS:					
GRAND TOTAL CONSTRUCTION COSTS :					

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

For _____

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "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 of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery collusion, racketeering, conspiracy, or material misrepresentation.
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 any federal or state trial court of record relating to charges brought by indictment or information after July 1 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, director, 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 this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by tile Hearing Officer 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 JT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO TNFORNI THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE JN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) (date)

STATE OF _____

COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____ (date) by

_____ (name) He/she is personally known to me or has

presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission No.

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____ maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company'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. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1) we notify the employee that; a condition of working in the commodities or contractual services []at 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 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. We 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 convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Contractor's Signature

00310
BIDDERS' QUALIFICATION QUESTIONNAIRE
(Include in Bid Envelope)

PROJECT: 8TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information judged by OWNER OR ENGINEER to be false is grounds for rejection of Bid and Cost Proposal. (Use additional sheets as required to provide the required information.)

B. The individual who holds the General Contractor's License certified in Florida shall be active in the management and ownership of the firm awarded the work and be available to provide their expertise for the project on an ongoing-basis. Provide the name of this individual for the complete duration of this project.

C. State the numbers of years your organization has been doing business in Florida.

D. State the numbers of years your organization has been doing business as a Licensed General Contractor in Florida.

E. We normally perform _____% of the work with our own forces.

List trades below: _____

F. Have you ever failed to complete work awarded to you? If so, state where when and why

G. BIDDER shall have performed at least four (4) similar projects in complexity and scope within the past five years. Provide references below:

Project #1

Name: _____

Location: _____

Start Date: _____ End Date: _____

Contract Amount: _____

Owner: _____

Owner's Contact (PM): _____ Phone No. _____

Consultant /Engineer _____ Phone No. _____

Project Details: _____

Contract Schedule (days): _____

Actual Completion Schedule: _____

Project #2

Name: _____

Location: _____

Start Date: _____ End Date: _____

Contract Amount: _____

Owner: _____

Owner's Contact (PM): _____ Phone No. _____

Consultant /Engineer _____ Phone No. _____

Project Details: _____

Contract Schedule (days): _____

Actual Completion Schedule: _____

Project #3

Name: _____

Location: _____

Start Date: _____ End Date: _____

Contract Amount: _____

Owner: _____

Owner's Contact (PM): _____ Phone No. _____

Consultant /Engineer _____ Phone No. _____

Project Details: _____

Contract Schedule (days): _____

Actual Completion Schedule: _____

Project #4

Name: _____

Location: _____

Start Date: _____ End Date: _____

Contract Amount: _____

Owner: _____

Owner's Contact (PM): _____ Phone No. _____

Consultant /Engineer _____ Phone No. _____

Project Details: _____

Contract Schedule (days): _____

Actual Completion Schedule: _____

H. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) were incurred, either directly or indirectly (attach additional sheets as required):

Project: _____

LD Amount: _____

LD Unit Price: _____

I. BIDDER shall specifically name proposed superintendent to be utilized on this project and identify years of experience in construction and MIT testing completed by the proposed superintendents within the previous five years. It must be demonstrated that the experience is with the current bidder.

Name: _____

Position: _____

Years of Experience with BIDDER: _____

Type of Work Responsible For: _____

License: _____

J. BIDDER shall provide information related to the job safety and safety rating of the corporation:

K. Please attach copies of your most recent audited financial statement.

L. Bonding Capacity:

(a) Please state your bonding capacity per project. _____

(b) Please state your total bonding capacity. _____

(c) Please provide name, address and contact person of your bonding company.

M. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

- (a) The business is a _____
- (b) The address of the principal place of business is: _____
- (c) The name of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

If a Corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of Florida.

Date _____

Bidder: _____

By: _____

Title: _____

Mailing Address: _____

END OF BIDDER'S QUALIFICATION QUESTIONNAIRE

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00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the ____day of ____ in the year 2016, by and between the City of Lake Worth (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

8TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN:

- Installation of PVC C-900 (DR-18) and DIP water main with pipe diameters ranging from 4 to 8-inches, less than 2,600 LF combined;
- Installation of fire hydrants, valves, and appurtenances; and
- Site restoration.

ARTICLE 2. ENGINEER

The Project has been designed by URS Corporation Southern, 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within **80 calendar days** from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **100 calendar days** from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3 LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and 00/100

dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

4.1 An amount equal to the sum of the established unit price for each separately identified item on the Unit Price Schedule times the estimated quantity of that item:

TOTAL OF ALL UNIT PRICES _____ (\$ _____)
(use words) (figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered _____ to _____

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90% of Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated damages, if any, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. (This Article left blank intentionally)

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

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

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely, if any.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the

General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

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

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

7.7 CONTRACTOR acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement consisting of eight (8) pages.
- 8.2 CONTRACTOR's Bid consisting of 8 pages.
- 8.3 Addenda numbers _____ to _____, inclusive.
- 8.4 Supplementary Conditions consisting of 10 pages and Special Conditions consisting of 3 pages.
- 8.5 General Conditions consisting of 34 pages.
- 8.6 Project Technical Specifications consisting of 248 pages.
- 8.7 Construction Drawings.
- 8.8 Exhibits to this Agreement identified as: Contractor's Corporate Resolution; Contractor's Certificate of Insurance; inclusive.
- 8.9 Performance Bond and Payment Bond consisting of 4 pages (plus Power of Attorney Forms as applicable).
- 8.10 Notice of Award and Notice to Proceed.
- 8.11 Bidding Requirement as listed in the table of contents of the Project Manual.
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3A and 3.5 of the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Notice of Compliance with Chapter 556, Florida Statutes, consisting of 1 page.

8.16 Any other document attached hereto or incorporated herein.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

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

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 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 be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or 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 Owner all public records in possession of the Contractor upon termination of the Contract Documents 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 Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE 10. INDEMNIFICATION

10.1 Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

10.2 It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.3 Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in section 768.28, Florida Statutes.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in four parts. Two counterparts have been delivered to OWNER, and one counterpart each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

CITY OF LAKE WORTH, FLORIDA

By: _____

Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2016 by _____, as _____ of _____ Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

THIS PAGE INTENTIONALLY LEFT BLANK

**PROJECT: 8TH AVENUE SOUTH AND SOUTH F STREET
WATERMAIN**

**00501
OPINION OF ATTORNEY**

This is to certify that I have examined the attached Contract Documents, and that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond are in due and proper form.

Attorney for Owner

This the _____ day of _____, 20_____.

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00610
Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal including appellate proceedings, design professional and delay costs and expenses resulting from the Contractor's default, and *
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

* resulting from the actions or failure to act of the Surety under Paragraph 4; and

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE:
URS Corporation Southern
7800 Congress Avenue, Suite 200
Boca Raton, FL 33487

00620
Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

ICDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

CONSTRUCTION PAYMENT BOND

00620-1

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim. (see Note 1)
- 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

Note 1: As an additional requirement any claimant, except a laborer, who is not in privity with the Contractor and who has not received payment from the Contractor for labor, materials or equipment furnished, shall, within forty-five days after beginning to furnish labor, materials or supplies, furnish the Contractor with a Notice that he intends to look to the Bond for protection.

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE:
URS Corporation Southern
7800 Congress Avenue, Suite 200
Boca Raton, FL 33487

**PROJECT: 8TH AVENUE SOUTH AND
SOUTH F STREET WATERMAIN**

**SECTION 00630
NOTICE OF COMPLIANCE WITH CHAPTER 556,
FLORIDA STATUTES**

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____, 20_____.

(Name of Contractor)

(Signature)

(Print name)

(Title)

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00670

CONTRACTOR'S AFFIDAVIT TO OWNER

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

- (1) He/she is/ They are a (Corporation, Partnership or Individual) of _____ (State), doing business as _____ (Company Name), hereinafter called "Contractor."
- (2) Contractor heretofore entered into a Contract with hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of **8TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN**, located at Palm Beach County, Florida.
- (3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

<u>Name of Lienor</u>	<u>Amount Due and Unpaid</u>
_____	\$ _____
_____	\$ _____

- (4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.
- (5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.
- (6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, wlder the Mechanics Lien Law of Florida, on the land and propeity of the Owner referred to in paragraph (2) of this affidavit.
- (7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed i in the presence of:

(ENTITY)

By: _____

(SEAL)

Subscribed and Sworn to (or affirmed) before me on _____ (date) by _____ (name.) He/she is personally known to me or has presented _____ (type of identification.)

Notary Public Signature and Seal

Print Notary Name and Commission No.

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00680
APPLICATION FOR PAYMENT

Project: **8TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN**

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ _____
Total Material Suitably Stored - see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less ____% Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous	\$ _____
Amount Due This Application	\$ _____

Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	\$ _____

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner.)

Dated _____, 20____

Contractor and Mailing Address

By _____
(Name and Title)

State of _____

County of _____

Subscribed and Sworn to (or affirmed) before me on _____ (date) by _____ (name) He/she is personally known to me or has presented _____ (type of identification) as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public Signature and Seal

Print Notary Name and Commission No.

Payment for the Above AMOUNT DUE THIS APPLICATION is recommended.

URS Corporation Southern

Date: _____ By: _____
(Name) (Title)

City of Lake Worth

Date: _____ By: _____
(Name) (Title)

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00681
SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE **8TH AVENUE SOUTH AND SOUTH F STREET WATERMAIN**

CONTRACTOR _____

FOR PERIOD ENDING _____

TO ACCOMPANY APPLICATION No. _____

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Units Price	Quantity	Amount	Quantity	Amount
<p>NOTE: CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT</p>					
				Total	\$ _____
C.O. No. 1				(Original Contract)	
C.O. No. 1 NOTE: CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE					

TOTAL WORK TO DATE \$ _____

Accompanying Documentation (Contractor to itemize):

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This document has important legal consequences: consultation with an attorney is encouraged with respect to its completion or modification.

05/02/86
GC-1

00700
STANDARD

**GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

Prepared by

Engineers' Joint Contract Documents Committee

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

— ETHICS — CONFIDENTIALITY — INTEGRITY —



The Associated General Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1983 editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1983 edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12, 1983 edition) may be used.

©1983 National Society of Professional Engineers
2029 K Street, N.W., Washington, D.C. 20006

American Consulting Engineers Council
1015 15th Street, N.W., Washington, D.C. 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison St., Alexandria, VA 22314

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GENERAL CONDITIONS

ARTICLE 1—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement—The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

* *BIDDER*—(see ¶SC-1 of Supplementary Conditions)

Bonds—Bid, performance and payment bonds and other instruments of security.

Change Order—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price—The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time—The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR—The person, firm or corporation with whom OWNER has entered into the Agreement.

defective—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings—The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER—The person, firm or corporation named as such in the Agreement.

Field Order—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements—Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations—Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization—Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative—The authorized representative of ENGINEER who is assigned to the site or any part thereof. (see ¶SC-1 of Supplementary Conditions) *

Shop Drawings—All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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 at the site.

Substantial Completion—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions—The part of the Contract Documents which amends or supplements these General Conditions.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work—Work to be paid for on the basis of unit prices.

Work—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER,

ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. ~~In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~ (See ¶SC-2.3 of Supplementary Conditions) *

Starting the Project:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown

thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

~~2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.2 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7. (See 1Sc-2.7 of the Supplementary Conditions)~~

Preconstruction Conference:

2.8. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with para-

graph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT,
AMENDING, REUSE**

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification

from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1. a formal Written Amendment,
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1. a Field Order (pursuant to paragraph 9.5),
- 3.5.2. ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and

such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions: (see §SC 4.2.1 of the Supplementary Conditions)

4.2.1. ~~Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.~~

4.2.2. ~~Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.~~

4.2.3. *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Document Change:* If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions—Underground Facilities:

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to

determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5—BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of

the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

* **Contractor's Liability Insurance:** (See ¶SC-5.3 of the Supplementary Conditions)

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least

thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

* **Contractual Liability Insurance:** (See ¶SC-5.4 of the Supplementary Conditions)

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

* **Owner's Liability Insurance:** (See ¶SC-5.5 of the Supplementary Conditions)

~~5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.~~

* **Property Insurance:** (See ¶SC-5.6 thru 5.10 of the Supplementary Conditions)

~~5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.~~

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

~~5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.~~

~~5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

~~5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.~~

Waiver of Rights:

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if

such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance: (See §5.14 of the Supplementary Conditions) *

~~5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.~~

Partial Utilization—Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no

such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. 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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be 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. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. 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 ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to 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. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or

royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain 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, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by

OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.
6.8.3. (See §SC-6.8.3 of the Supplementary Conditions) *

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations. (See §SC-6.9 of the Supplementary Conditions) *

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER

or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees. (See §6.13 of the Supplementary Conditions)

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15. 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

place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, 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 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 OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

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

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon com-

pletion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22. 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 OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on

each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

See Paragraph SC-6.30 of the Indemnification: Supplementary Conditions

6.30. ~~To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work,~~

~~provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.~~

See Paragraph SC-6.31 of the Supplementary Conditions

~~6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts:~~

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7—OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CON-

TRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing struc-

tures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

9.3.1. (See §SC-9.3.1 of the Supplementary Conditions) *

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and

to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" 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 a requirement, direction, review or judgment of 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 shall not be

effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. 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:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, 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 paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus 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 applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a 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 subcontracts shall be subject

to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage

requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. 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.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's 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 paragraph 11.4.1 or specifically covered by paragraph 11.4.4— all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. 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 the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the

allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

~~11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.~~

* (See §SC-11.9.3 of the Supplementary Conditions)

ARTICLE 12—CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time

shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13—WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and 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 CONTRACTOR.~~ All *defective* Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13. *See §SC-13.1 of the Supplementary Conditions. *

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. ~~CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.~~ See §SC-13.3 of the Supplementary Conditions. *

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also

be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as 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*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, 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; and, if the parties are unable to agree as to the amount or extent

thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If 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, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential

costs attributable to OWNER's evaluation of and determination to accept such *defective Work* (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective Work* or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of 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 OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective Work*. 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 OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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 a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. 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 OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a

representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER 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 ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling

OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Docu-

ments, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER 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:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents—all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), 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 OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of 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 OWNER or OWNER'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, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation—all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16.

Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER 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 paragraph 5.1, 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 CONTRACTOR to 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.

Contractor's Continuing Obligation:

14.15. 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 ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER 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 ENGINEER pursuant to paragraph 14.13, nor any correction of *defective* Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16. The making and acceptance of final payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11 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 OWNER of any rights in respect of

CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if 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 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;

15.2.2. if a petition is filed against 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 CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of 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 CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents

(including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case 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 CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, 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).

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

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ARTICLE 16—ARBITRATION

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10,11).

*(See §SC-16 of the Supplementary Conditions)

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ARTICLE 17—MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will 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 last business address known to the giver of the notice.

Computation of Time:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will 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 day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omis-

sion 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 will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983, edition) have the meanings assigned to them in the General Conditions.

PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

SC-1

Add the following to Article 1 - Definitions of the General Conditions:

Bidder -Any individual, partnership, corporation or joint venture submitting a Bid for the Work to be performed.

Resident Project Representative - The Resident Project Representative (RPR) may be assigned to the site or any part thereof on a full time basis or only on a part-time basis. This will be determined by Engineer's Agreement with Owner.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

SC-2.3

Delete the last sentence of paragraph 2.3. of the General Conditions and insert the following in its place:

In no event will the Contract Time commence to run later than the 120th day after the date of the Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier, (unless agreed otherwise by Owner and Contractor in writing).

BEFORE STARTING CONSTRUCTION:

SC-2.7

Delete paragraph 2.7. of the General Conditions in its entirety and insert the following in its place:

Before any Work at the site is started, Contractor shall deliver to Owner and Engineer certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

PHYSICAL CONDITIONS:

SC-4.2.1.

Delete paragraphs 4.2.1 and 4.2.2 of the General Conditions in their entirety and insert the following in their place:

4.2.1. Explorations and Reports: Reference is made to Division 1: General Requirements of the Specifications for the identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any technical data contained in such reports that is specifically

referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon nontechnical data, interpretations or opinions contained therein or upon the completeness thereof for Contractor's purposes. Except as indicated above and in paragraph 4.2.6, Contractor shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to Division 1: General Requirements of the Specifications for the identification of those drawings and physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings that is specifically referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon non-technical data contained in such drawings or upon the completeness thereof for Contractor's purposes. Except as indicated above in this paragraph and in paragraph 4.2.6, Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

PAYMENT AND PERFORMANCE BONDS

SC-5.1

Add the following after the last sentence of General Condition 5.1:

In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat.

CONTRACTOR'S LIABILITY INSURANCE:

SC-5.3.

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.3.1. and 5.3.2. Worker's Compensation, etc. under paragraphs 5.3.1 and 5.3.2 of the General Conditions:

- | | |
|--|---------------------|
| (1) State: | Statutory |
| (2) Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.): | Statutory |
| (3) Employer's Liability: | \$ <u>1,000,000</u> |

5.3.3, 5.3.4, 5.3.5, 5.3.6. Comprehensive General Liability (under paragraphs 5.3.3 through 5.3.6 of the General Conditions):

- | | |
|--|---------------------|
| (1) Bodily Injury (including completed operations and products liability): | |
| \$ <u>1,000,000</u> | Each Occurrence |
| \$ <u>3,000,000</u> | Annual Aggregate |
| Property Damage: | |
| \$ <u>1,000,000</u> | Each Occurrence |
| \$ <u>1,000,000</u> | Annual Aggregate |
| or a combined single limit of | \$ <u>1,000,000</u> |

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(3) Personal Injury, with employee exclusion deleted
\$ 1,000,000 Annual Aggregate

5.3.7. Comprehensive Automobile Liability:

Bodily Injury:
\$ 500,000 Each Person
\$ 1,000,000 Each Occurrence

Property Damage:
\$ 500,000 Each Occurrence
or a combined single limit of \$ 1,000,000

Add new paragraphs immediately after paragraph 5.3.7 of the General Conditions which are to read as follows:

5.3.8. Umbrella Excess Liability Insurance:

(1) \$ 1,000,000 Each Occurrence
\$ 1,000,000 Annual Aggregate

(2) The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

5.3.9. The comprehensive general liability insurance and umbrella insurance required under paragraph 5.3 and SC-5.3, and the contractual liability insurance required under SC-5.4, of the General Conditions shall include Owner and Engineer as additional insureds.

5.3.10 Prior to beginning work, Contractor shall provide Owner and Engineer with its Certificates of Insurance and endorsements naming Owner and Engineer as additional insureds in accordance with the requirements of the Contract Documents.

CONTRACTUAL LIABILITY INSURANCE:

SC-5.4.

The Contractual Liability Insurance required by paragraphs 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

5.4.1. Bodily Injury:
\$ 1,000,000 Each Occurrence

5.4.2. Property Damage:
\$ 1,000,000 Each Occurrence
\$ 3,000,000 Annual Aggregate

OWNER'S LIABILITY INSURANCE:

SC-5.5.

Delete paragraph 5.5 of the General Conditions in its entirety.

PROPERTY INSURANCE:

SC-5.6.

Delete paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:

Contractor shall purchase and maintain on Projects with above ground structures, property insurance upon the Work at the site to the full insurable value thereof (subject to deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 5.6 shall comply with the requirements of SC-5.8 and SC-5.9.

5.6.1. For all other Projects and portions of Projects not classified as above ground structures, Contractor shall add to the property insurance and/or maintain an Installation Floater with aggregate coverage of the total value of the Work.

5.6.2. When the Work includes the handling and installation of Owner furnished equipment, Contractor shall add to Property insurance or Installation Floater the amount of \$ N/A which is the total value of the Owner furnished items.

SC-5.7.

Delete paragraph 5.7 of the General Conditions in its entirety and insert the following in its place:

5.7. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by these Supplementary Conditions or Laws and Regulations which shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work, all of whom shall be listed as insured or additional insured parties.

5.7.1. Boiler and Machinery Policy Required. (None required by Owner this Project)

5.7.2. Additional Property Insurance Required. (None required by Owner this Project)

SC-5.8.

Delete paragraph 5.8 of the General Conditions in its entirety and insert the following in its place:

5.8. All policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 through 5.10 shall contain the following provision or endorsements:

5.8.1. The Owner shall be the trustee of all monies received as an insured loss and shall be so named.

5.8.2. That the coverage afforded will not be cancelled or materially changed or renewal refused until at least ten days' prior written notice of cancellation for nonpayment of premium, and thirty days prior written notice for other cancellations or material changes have been given to Owner and Engineer by certified mail and shall contain waiver provisions in accordance with paragraph 5.11.2.

SC-5.9.

Delete paragraph 5.9 of the General Conditions in its entirety and insert the following in its place:

5.9. The maximum deductible amount for the insurance provided in response to paragraphs SC-5.6 and SC-5.7 shall be \$ 5,000.00. The risk of loss within the deductible amount shall be borne by

Contractor, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

SC-5.10.

Delete paragraph 5.10 of the General Conditions in its entirety.

ACCEPTANCE OF INSURANCE:

SC-5.14.

Delete paragraph 5.14 of the General Conditions in its entirety and insert the following in its place:

5.14. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor after delivery of insurance certificates to Owner in accordance with paragraph 2.7 of the General Conditions. Contractor shall furnish to the Owner such additional information in respect of insurance provided by Contractor as the Owner may reasonably request.

5.14.1. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

5.14.2. In case of the breach by Contractor of any insurance provision stated in the Contract Documents, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

5.14.3. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

SC-6.8.3.

Add the following paragraph to the General Conditions:

6.8.3. If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award) the apparent Successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of paragraph 10. of the Instructions to Bidders and Article 6.8.2. of the General Conditions.

SC-6.9.

Add the following language at the end of paragraph 6.9 of the General Conditions:

Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.

SC-6.13

When the Owner is a public agency, add the following at the end of paragraph 6.13 of the General Conditions:

Contractor shall obtain and pay for the following permits:

1. City of Lake Worth Building Permit. Include in the bid amount a 3-percent permit fee based on the bid cost. This permit fee amount will be adjusted based on the actual fee charged and the difference credited as applicable.
2. Any other permits as applicable.

INDEMNIFICATION

SC-6.30

Delete paragraph 6.30 of the General Conditions in its entirety and insert the following in its place:

Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

SC-6.31

Delete paragraph 6.31 of the General Conditions in its entirety.

PROJECT REPRESENTATION:

SC-9.3.1.

Add the following paragraph to the General Conditions:

9.3.1. If the Engineer furnishes a Resident Project Representative as per Article 9.3. of the General Conditions, the duties, etc. of the representative shall be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE as included in the Project Manual. If Owner designates another agent to represent Owner at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other agent will be as presented at the Preconstruction Conference.

REJECTING DEFECTIVE WORK

SC-9.6

Add the following after the last sentence of General Condition 9.6:

ENGINEER will also have authority to disapprove or reject Work which ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

UNIT PRICE WORK

SC-11.9.3.

Delete paragraph 11.9.3 of the General Conditions in its entirety and substitute the following in its place:

11.9.3. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

WARRANTY AND GUARANTEE:

SC-13.1.

Change the second sentence of paragraph 13.1 of the General Conditions to read as follows:

Prompt notice of all observed defects shall be given to the Contractor.

TESTS AND INSPECTIONS:

SC-13.3.

Delete paragraph 13.3 of the General Conditions in its entirety and insert the following in its place:

Contractor shall give twenty-four hour notice to Engineer for all required inspections, tests or approvals, except as otherwise provided.

ONE YEAR COLLECTION PERIOD

SC-13.12

Add the following after the last sentence of General Condition 13.12:

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

FINAL PAYMENT AND ACCEPTANCE

SC-14.13

Replace the last sentence of General Condition 14.13 with the following:

Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

TERMINATION OF AGREEMENT

SC-15.4

Remove General Condition 15.4 in its entirety and replace with the following:

The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable work executed and allowable expenses incurred prior to the date of termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to damages or loss of profits, but may be entitled to all items as authorized herein.

SC-16.

Delete Article 16-ARBITRATION of the General Conditions in its entirety.

MISCELLANEOUS PROVISIONS

SC-18

Add Article 18 as follows:

SC-18.1

Controlling Law and Venue.

This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

SC-18.2

Headings.

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SC-18.3

Inspector General.

In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SC-18.4

Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

SC-18.5

Waiver.

Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SC-18.6

Jury Trial.

TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

SC-18.7

Independent Contractor.

The Contractor is, and shall be, in the performance of all services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services.

SC-18.8

Access and Audits.

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SC-18.9

Time.

Time is of the essence in all respects under the Contract Documents.

SC-18.10

Preparation. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SC-18.11

Representation and Binding Authority.

Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

NO DAMAGES FOR DELAY

SC-19

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS

1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

- a. Construction Performance Bond (00610).
- b. Construction Payment Bond (00620).
- c. Notice of Compliance with Chapter 556, Florida Statutes (00630).
- d. Contractor's Affidavit to Owner (00670).
- e. Form of Application for Payment (00680).
- f. This space left blank intentionally.

2. DESIGN PROFESSIONALS REPRESENTING OWNER AND/OR ENGINEER AND DIVISION OF RESPONSIBILITIES

- a. Various Design Professionals (i.e. Civil, Structural, Mechanical, Electrical, Groundwater Hydrology, Environmental, Landscape Architect, Architect, etc.) as consultants to Owner and/or Engineer, prepared or assisted in the preparation of Drawings and Specifications for the Project. The Owner and/or Engineer may have the various Design Professionals provide services during construction phase of the Project. The Design Professionals will be representatives of the Owner and/or Engineer. Visits to the site by the Design Professionals will be on the basis of General Conditions Paragraph 9.2, VISITS TO SITE. Also General Conditions Paragraphs 9.13 through 9.16, LIMITATIONS ON ENGINEER'S RESPONSIBILITIES includes the various Design Professionals for this Project.
- b. Communication to and from the various Design Professionals will be coordinated through the Engineer.

END OF SECTION

00820
SPECIAL CONDITIONS

CITY OF LAKE WORTH PURCHASING DEPARTMENT REQUIREMENTS

SPC-1 APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Purchasing Manager has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

SPC-2 RIGHT TO INSPECT PLANT

The City may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the City.

SPC-3 RIGHT TO AUDIT RECORDS

- 1) **Audit of Cost or Pricing Data:** The City may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The City shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- 3) **Contractor Records:** If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
 - A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and

- B) Requiring the contractor and subcontractor at any tier to provide to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, Auditing and copying them.

SPC-4 LOCAL VENDOR PREFERENCE

In the event the lowest responsive, responsible bidder or the highest ranked responsive, responsible proposer in the procurement of goods, services or construction is a non-LOCAL business, then all bids and or proposals from responsive, responsible LOCAL businesses to the same solicitation shall be adjusted by five (5) percent, solely for the purpose of determining bid/contract award. The bid price of LOCAL bidders will be adjusted downward by five (5) percent for purposes of ranking of bidders.

In no event, shall the application of this adjustment to a responsive quote or bid change the actual bid amount. Further, it will not cause the City to pay more than \$15,000 above the amount bid by that non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

If the application of the five-percent local vendor preference causes the *evaluated local vendor price* to be less than the actual low-bid price, but the actual bid price of the local vendor is more than \$15,000 higher than the actual low-bid price of a non-local vendor, then the non-local vendor submitting the actual low-bid, shall be viewed as the low-bidder, and be recommended for award, unless for reasons other than price, the bid is not found to be responsive and/or responsible.

The determination as to whether a bidder or proposer is a local or non-local business shall be made by the Purchasing Division, after confirming the vendor has a valid business tax receipt and certificate of occupancy, as reflected within the Business Master File of the city's ERP system. The bidder or proposer does not have to be a current vendor to the City (City as a customer) at the time of bidding/proposing, but must have been issued a business tax receipt applicable to the goods/services/ construction being requested, PRIOR to the due date/time for bids/proposals. Prior to making an award through the application of the local vendor preference, city staff may require a bidder or proposer to provide additional information at any time prior to the award.

A *LOCAL business*, for the purposes of the application of a local vendor preference, means a bidder or proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a LOCAL business if at least one party of the joint venture/partnership meets the test set forth in this Section.

Non-LOCAL business means a bidder or proposer which is not a LOCAL business as defined herein.

Permanent place of business means headquarters which are located within the city limits or a permanent office or other site located within the city limits from which a bidder or proposer will produce a substantial portion of the goods or perform a substantial portion of the services to be purchased. A post office box or location at a postal service center shall not constitute a permanent place of business.

SPC-5 CONTRACTOR'S START OF WORK & CHANGE OF SCOPE

- 1) The Contractor shall not perform work without a Purchase Order.
- 2) The Contractor shall not work out of scope without a signed, issued change order to the purchase order, authorizing the additional work and any change to the period of performance (Construction Contract Time).

SPC-6 APPROPRIATION OF FUNDS

This project is subject to approval and appropriation of funds by the City of Lake Worth Commission.

SPC-7 BUILDING PERMIT FEE

A building permit fee equal to 3-percent of the accepted bid shall be included in the project costs. See Supplemental Conditions paragraph SC-6.13 for further details.

SPC-8 CONE OF SILENCE

A communications shall be in accordance with the City of Lake Worth Municipal Code, Article XIV Purchasing, Section 2-112.K Cone of Silence.

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SECTION 01000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the Work is presented in Section 01010: Summary of Work.

B. Work Included:

1. The CONTRACTOR shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The CONTRACTOR shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the CONSULTANT, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. The CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.
2. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made aforementioned incidental work.
3. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the CONSULTANT, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of its workmanship, materials, and equipment.

1.02 CONTRACT DOCUMENTS

A. The Technical Specifications consist of three (3) parts: General, Products and Execution. The General part of a Specification contains General Requirements which govern the work. Products and Execution Parts modify and supplement the General Requirements by detailed requirements for the

work and shall always govern whenever there appears to be a conflict.

B. Intent:

1. Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.
2. The silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or sub-CONTRACTORS shall be through the CONTRACTOR.
2. Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The CONTRACTOR shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.
2. The CONTRACTOR shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related CONTRACTOR.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the CONSULTANT as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the CONSULTANT that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the CITY.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized federal, state and local law test codes and manufacturer recommendation.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.
2. Materials and equipment submitted by the CONTRACTOR as the equivalent to those specifically named in the Contract may be tested by the CITY for compliance. The CONTRACTOR shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. CONTRACTOR shall furnish CONSULTANT authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents upon Project completion.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Start up Tests

1. As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing CONTRACTOR shall assist in the start-up tests as applicable.

1.05 CARE AND PROTECTION OF PROPERTY

The CONTRACTOR shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR, such property shall be restored by the CONTRACTOR, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the CONSULTANT.

1.06 MEASUREMENT AND PAYMENT

Payments will be made on completion of each phase of the Work and acceptance by the CITY shall be made pursuant to this Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work under this project consists of:
- Installation of PVC C-900 (DR-18) and DIP water main with pipe diameters ranging from 4 to 8-inches, less than 2,600 LF combined;
 - Installation of fire hydrants, valves, and appurtenances; and
 - Site restoration.
- C. Omission of a specific item or component of a system obviously necessary for the proper functioning of the equipment or system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional expense to the Owner.
- D. Except as specifically noted elsewhere, Contractor(s) shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, water, heat, utilities, and temporary facilities necessary for the proper execution and completion of work.
- E. Concurrent with the installation of the water main, drainage or sanitary sewer improvements and when shown on the project construction drawings, the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, driveway apron reconstruction and all surface restoration.
- F. Restoration shall immediately follow the acceptance of required system testing and be performed as required to return the area to equal or better than existing conditions.

1.02 RELATED REQUIREMENTS

- A. Measurement and Payment Procedures: Section 01025
- B. Construction Facilities and Temporary Controls: Section 01500

1.03 CONTRACTS

- A. Construct the Work in accordance with Section 01025: Measurement and Payment Procedures.

1.04 CONTRACTOR'S USE OF SITE/PREMISES

- A. Contractor shall limit their use of the premises for Work and storage, to the areas designated.
- B. Coordinate use of premise under direction of CITY and/or CONSULTANT.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.
- D. Move any stored Products, under Contractor's control, which interfere with operations of the CITY, other contractors or the general public.

1.05 SAFETY AND OSHA COMPLIANCE

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

PART 2 – PRODUCTS

2.1 All materials shall be per City of Lake Worth Approved Product List Manufacturers, or Approved Equal. Preferences are given to materials MADE IN THE UNITED STATES OF AMERICA.

2.2 SALVAGED MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the CITY and shall be cleaned, stored and delivered to the CITY as directed by the CITY's Project Manager.

2.3 CERTIFIED CHEMICALS

The Contractor shall use U.S. Department of Agriculture certified chemicals only during performance of all work under this contract. All chemicals used during project construction or furnished for project whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA and be accompanied by an MSDS. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions.

PART 3 – EXECUTION

3.1 CONTRACTOR SUPERVISION

- A. As required by the Contract Documents, the Contractor's Project Representative (Superintendent) shall be on site at all times and actively engaged in controlling and coordinating all on site project activities including direction and oversight of self-performed and subcontractor work activities.
- B. The Superintendent/Contractor's Project Representative shall have the full authority to receive instructions to execute the orders or directions of the CITY and CONSULTANT.

3.2 GENERAL

- A. The Contractor shall, prior to entering any section, prepare Pre Construction video and digital photographs, in accordance with Section 01390 VIDEO SITE SURVEY, of each property and Right-of-Way (ROW) areas to determine existing site conditions. Together the video and photographs will provide the basis for the condition of restoration.
- B. The Contractor shall notify all property owners / residents forty-eight (48) hours prior to working in public Rights-of-Way or easements affecting or adjoining their properties. Notification shall be by hand-delivered flyer that shall contain the following information:
 - 1. Project Name
 - 2. Date of Commencement
 - 3. Description of Work
 - 4. Name of Contractor
 - 5. Name of Contractor's Representative
 - 6. Local Phone Number of Contractor's Representative

The CITY must approve the Contractor's notification prior to issuance. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-Of-Ways (ROW) or easements affecting for adjoining property owner's property.

- C. The Contractor shall, prior to the removal of any fences, erect temporary fences to secure the owner's property. These temporary fences shall be of 4' high woven wire (2" x 4" grid), on the T line post 10' on centers. These fences shall run along the easement line and will remain in place until the permanent fence is re-erected.
- D. The Contractor shall not start major construction activities, such as pipeline and structure excavations, or preparation for major activities, such as setting

wellpoints and header pipe, just prior to extended holiday periods such as the typical week taken off at the end of each year.

3.3 NPDES COMPLIANCE

- A. Prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

- B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).
- C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection
Tallahassee, FL 32399-2400
(850) 921-9904

3.4 PROTECTION OR REMOVAL OF UTILITY LINES

- A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of its proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that it is fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.
- B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of its work.

- C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint itself with all information and to avoid conflict with existing conditions. Contractor shall protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.
- D. Existing Utility Lines to be Retained: Contractor shall repair damaged lines that are not shown on drawings, or locations of which are not known to Contractor in sufficient time to avoid further damage.
- E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.
- F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

END OF SECTION

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SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

- A. The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the execution of the work until the final acceptance by the CITY.
- B. The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

1.03 AUTHORITY

- A. Measurement methods delineated in the FDOT Standard Specifications for Road and Bridge Construction 2015 Edition, or the individual specification sections complement the criteria of this section. In the event of conflict, the

Contractor shall notify the CITY in writing. In determining the resolution, the CITY shall consider the requirement of the individual specification section, FDOT requirements and this Section.

- B. Any requirements of the Contract Documents, i.e., technical specifications or project construction drawings for which the method of payment is not explicitly defined are considered to be incidental costs and should be included in other pay items as appropriate.

1.04 RELATED SECTIONS:

- A. Testing Allowance
- B. Applications for Payments: Section 1027
- C. Shop Drawings, Working Drawings, and Samples: Section 01340
- D. Schedule of Values: Section 01370
- E. Change Order Procedures: Section 01153
- F. Field Engineering: Section 01050
- G. Record Drawing Requirements: Section 01705
- H. Testing Specific Utility Systems
 - 1. Refer to Section 02513 PUBLIC WATER DISTRIBUTION SYSTEMS for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES

- A. Allowance identified on the Schedule of Bid Items relates to Unforeseen Utility Conflicts (water, sewer, communications, gas and electrical), and Support of Existing Power Pole during Excavation and Installation.
- B. When a Testing Allowance is identified on the Schedule of Bid Items, the following applies:
 - 1. Costs in Testing Allowance includes engaging a certified testing agency; execution of tests; and reporting results as approved by the CITY and CONSULTANT.
 - 2. Costs not included in the Testing Allowance:

- a. Costs of testing services used by Contractor separate from Contract Document requirements
 - b. Testing agency's stand-by time.
 - c. Costs of retesting upon failure of previous tests as determined by the CONSULTANT.
3. Only those items qualified for CITY's reimbursement shall be considered. Such items may include water quality testing of dewatering activities, geotechnical, concrete strength cylinders, special compaction and proctor testing, etc. All predetermined items shall have written, advance approval of the CITY.
4. Payment Procedures:
- a. Submit two (2) copies of the testing and/or inspecting firm's invoice and copies of the Test Reports with next Application for Payment to the CITY.
 - b. Reimbursement to the Contractor upon proof of payment (to the testing and/or inspecting firm) on approval by the CONSULTANT.
- C. When other allowances, such as SFWMD dewatering permit application fees, or coordination with FPL/AT&T/ Comcast/FPU or other utility are identified on the Schedule of Bid Items, the following applies:
1. Only those items qualified for CITY reimbursement shall be considered. All items shall have written, advance approval of the CITY.
 2. Payment Procedures:
 - a. Submit two (2) copies of the agreed invoicing format with proof of payment (as applicable) with next Application for Payment.

1.06 SCHEDULE OF VALUES

- A. Submit Schedule of Values at the Pre-Construction Meeting.
- B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.
- C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

- A. Submit four (4) copies of each Application for Payment (AFP). After certification by the CONSULTANT, the CONSULTANT will retain one (1) copy, and three (3) copies will be forwarded to the CITY for review, authorization and processing.

- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:
 - 1. Provide a column for each of the following:
 - a. Item Number
 - b. Item Description
 - c. Quantity
 - d. Unit of measurement
 - e. Scheduled Value
 - f. Change Orders
 - g. Work Completed:
 - 1. Previous Period (Quantity and Value)
 - 2. This Period (Quantity and Value)
 - h. To Date (Quantity and Value)
 - i. Percentage of Completion
 - j. Balance to Finish
 - k. Retainage

NOTE: There is no column for “Materials Stored”, the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

- C. Application for Final Payment must be marked FINAL. Contractor must include in the FINAL AFP package, proof of payment and final settlement with the CITY with regards to any temporary and/or construction water meters used during the course of the project.
- D. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the pipeline or swale development.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

- A. **Monthly Payments to the Contractor.** The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.
- B. **Substantiating Data:** When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - UNIT PRICES

- A. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.

B. Contractor shall take daily and weekly measurements and compute quantities. The Contractor shall review and sign these daily and weekly measurements with the CONSULTANT. The CONSULTANT shall also sign-off on the weekly measurement sheets indicating the CONSULTANT's progressive concurrence with the quantities. The Contractor shall transmit the signed-off weekly measurement sheets to the CONSULTANT. These measurement sheets shall be used to form the basis of the quantities claimed on the Application For Payment.

C. Unit Quantities

1. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determine payment.
2. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, facilities, transportation, services and incidentals; erection; application or installation of an item of the Work; and overhead and profit.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the CONSULTANT and CITY, multiplied by the unit sum/price for Work, which is incorporated in or made necessary by the Work.

1.10 Measurement of Quantities:

A. Weigh Scales: Inspected, tested and certified by the applicable State of Florida Weights and Measures department within the past year.

B. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

C. Metering Devices: Inspected, tested and certified by the applicable State of Florida Weights and Measures Department within the past year.

D. Measurement by Weight: Concrete reinforcing steel rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

- F. Measurement by Area: Measured by square dimension using mean length and width or radius.
- G. Linear Measurement: Measured by linear dimension, at the item centerline. Minor offsets (less than a total of five (5) feet) will not be measured for payment. Measurement shall be along the horizontal axis at finished grade.
- H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed and accepted item or unit of the Work.
- I. Payment for Work does not indicate acceptance. Work items previously paid for may require additional work effort to bring them into compliance with the requirements of the specific technical specifications and/or project drawings.

1.11 UNIT OF MEASURE – SCHEDULE OF BID PRICES

- A. Payment for furnishing and installing those items cited in the Schedule of Bid Items and subsequent Schedule of Values is noted herein. If “remove and replace” is indicated on the project construction drawings (by either annotation or line weight), then the item descriptions below include the removal and proper disposal of the existing items.
- B. Water Main
 - 1. Payment for water main and restraining devices shall be determined by the number of linear feet of pipe furnished, installed in place, compacted, restored, tested and approved.
 - 2. Payment to furnish and install DI Compact MJ fittings shall be at the unit price bid per ton for such fittings furnished in accordance with the Contract Documents. Weight shall be based on published weights provided by the fitting manufacturer.
 - 3. Payment to install pigging wyes, caps for line flushing, fill and flush assemblies, line stops and all temporary sampling points, including all appurtenances, shall be at the unit price bid for each item.
 - 4. Pipe Lines for Water Mains: These items include all necessary labor and equipment, including clearing and preparing pipe corridor, removal of existing utilities as shown on the plans, * excavation of any type including rock & muck, hand trimming excavation, complying with the State of Florida Trench Safety Act, pipe bedding with in-situ material, sheeting, shoring, dewatering (where required), pipe, restraining devices, Mega-Stop bell protection system, electronic markers (3M Full Range EMS Marker), metallic pipe location tape & locating wire, sleeves, concrete thrust blocks,

backfill, compaction, density testing, swabbing / flushing, temporary plugs, pressure testing and as-built verification and documentation.

5. This pay item includes restraining devices for all piping and fittings to be restrained as shown on the plans.
6. This pay item includes all restoration (e.g. sidewalks, driveway aprons (to match existing aprons), asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.) due to piping installation that is not included in other bid items. Sod shall be St. Augustine where irrigation exists and Bahia where no irrigation exists.

C. Valves

1. Valves: By the unit. Includes furnishing and installing valve and valve and furnishing & installing fittings, restraining devices, electronic markers (3M Full Range EMS Marker), concrete collar (where required), accessories and installation, complete and accepted.
2. This pay item includes restraining devices as required.
3. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

D. Tapping Assemblies

1. Payment for tapping assembly installations will be based on the installation of each item, complete, including tapping sleeve and valve, box and cover (as required), testing, and all appurtenances.
2. This pay item includes restraining devices as required.
3. This pay item includes all restoration (e.g. sidewalk, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

E. Hydrants

1. Payment for removing and salvaging or disposal of fire hydrants shall be at the unit price bid per each and shall constitute full compensation for but not limited to removal of the hydrant assembly, plugging the existing main, transporting to a designated site within the City or disposal as directed by the Engineer and all restoration work. Materials to be salvaged shall be delivered to the Owner at no additional cost.
2. Payment to furnish and install fire hydrant assemblies on the new water main shall be at the unit price bid per each and shall include but is not limited to hydrant, tee, tapping sleeve, valve, piping, and all appurtenances.

3. Payment reconnect existing fire hydrant assemblies on proposed water main shall be at the unit price bid per each and shall include but is not limited to tee, valve, piping, and all appurtenances.
4. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

F. Sampling Points

1. Payment for sampling points will be based on the installation of each item, complete, including all appurtenances shown on the Drawings
2. This pay item includes all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.) as well as removal and plugging for all temporary installations. Excludes swale restoration which will be paid under a separate item.

G. Tree Removal

1. Payment for Tree Removal shall include the removal of all trees necessary for the installation of water mains and include removal of all trunks, branches, leafs, stumps, debris, backfilling, grading and sodding.

H. Air Release Valves

1. Includes furnishing and installing air release valves, manhole, manhole cover, and furnishing and installing fittings, restraining devices, accessories and installation, complete and accepted.
2. This pay item includes restraining devices as required and all restoration (e.g. sidewalks, asphalt, sod, replacement of existing irrigation pipe and sprinkler heads, etc.).

I. Manhole Adjustment

1. The Contract unit price bid for this item shall include compensation for the labor, material and equipment required for the adjustment of each existing manholes to final grade elevation.
2. This pay item includes all restoration of existing base, subgrade and pavement as required.

J. Concrete Sidewalk

1. Concrete sidewalk replacement shall include removal and disposal of the demolished sidewalk portions, compaction of the sidewalk replacement area, density testing, formwork, concrete, installation of the sidewalk, finishing, curing agent, preparation of and testing concrete cylinders,

restoration, sod replacement of existing irrigation pipe and sprinkler heads (to match existing quality and quantity), and all other work and materials required for a complete installation.

2. Payment shall be at the Contract unit price (per square foot, measured length times the width) installed, complete and accepted.
3. Sidewalk replacement beyond the limits established by the project construction drawings will not be considered for payment.

K. Roadway Milling

1. Milling of existing asphalt pavement to the extent and locations shown on the construction drawings.
2. Payment shall be at the Contract unit price (per square yard of roadway, complete and accepted).

L. Roadway Resurfacing

1. The Contract unit price bid for this item shall include compensation for all labor, material and equipment to place the asphalt surface to the lines and grades as indicated on the plans in accordance with these specifications.
2. Payment shall be at the Contract unit price (per square yard of roadway, complete and accepted).
3. This pay item shall include maintenance of the existing curbs and repair and replacement as required.

M. Pavement Markings

1. The Contract unit price bid for this item shall include compensation for all labor, material and equipment.
2. Pavement markings shall be installed per detail included in the drawings.
3. Traffic Striping and Pavement Marking: Measure lineal feet or each provided (as indicated on schedule) of traffic striping and pavement marking material applied.
4. Reflective Pavement Markers: Measure on the basis of providing each reflective marker required.

N. Site Restoration

1. Contract price for this item shall include compensation for the labor, materials and equipment required to place seed and mulch not covered by other contract elements.
2. This pay item includes all preparation, irrigation, sprinkler modification etc.

O. Preconstruction Video

1. Contract price for this item shall include compensation for the labor, photographic equipment, media and delivery for the preconstruction video record of the project site.

P. Mobilization/Demobilization, Bonds, Insurance & General Requirements

1. Payment for the General Conditions shall be made per item and shall be full compensation for preparatory work and operations in mobilizing and demobilizing for the project including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, for establishment of temporary offices, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor. The Contractor shall be limited to a maximum of 3.0 percent of the total bid price for Mobilization.
2. Maintenance of Traffic (MOT) plans shall be required for work within City of Lake Worth R-O-W.
3. Audio Video Documentation shall be performed pre and post construction as specified in Section 01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY.
4. The cost of bonds, permits, required insurance and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

Q. NPDES Compliance

1. Payment for NPDES compliance shall include the preparation of the NPDES Plan, development and compilation of the BMPs, site implementation and documentation of inspections.
2. Contractor shall refer to the Schedule of Bid Items for instructions on the method of calculation for this Pay Item. Any bidder who enters an amount greater than the 1.5% limit for this pay item may be disqualified and the CITY and Consultant may not evaluate their bid proposal. This cost shall be shown on the Schedule of Values.

- Partial payments for the NPDES compliance shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of NPDES Compliance
10	10
25	25
50	50
75	No additional payment
Final Payment	100

R. Record Drawings

- Payment for Record Drawings shall be made at the Contract lump sum price and shall be full compensation for preparation and maintenance of the Record Drawings as specified in technical specification 01340 SHOP DRAWING REQUIREMENTS and the requirements of this Special Conditions.
- Partial payments for the Record Drawings shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of lump sum price for Record Drawings
10	10
25	25
50	50
75	No additional payment
Final Payment	100

- Contractor shall submit updated As-Built Drawings with each Pay Application Request.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

* SPECIAL NOTE:

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

SECTION 01027 - APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Applications for Payment to the CONSULTANT in accordance with schedule established by Conditions of the Contract and Agreement between CITY and Contractor.
- B. Related requirements described elsewhere:
 - 1. Agreement:
 - 2. Application for Payment Form.
 - 3. Progress Schedules: Section 01310.
 - 4. Schedule of Values: Section 01370
 - 5. Construction Photographs: Section 01380.
 - 6. Contract Closeout: Section 01700.
 - 7. Project Record Documents: Section 01720.

1.02 FORMAT REQUIRED

- A. Submit applications typed on form acceptable to CITY, Documents (Application for Payment Form), with itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14-inch white paper continuation sheets.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar value to agree with respective percents.
 - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:

1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been performed. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.
4. As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the CITY, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Contractor shall submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to submit the updated record drawings for review by the CITY and the CONSULTANT.
- D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" prepared per the requirements of Section 01310: Progress Schedule.
- E. Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.
- F. Provide construction photographs in accordance with Section 01380: Construction Photographs.

1.05 PROGRESS PAYMENT PROCEDURES

- A. The Contractor will prepare and submit four (4) original monthly invoices for work completed during the one-month period. Application For Payment shall be submitted in the format of the sample form provided by the CITY. All information must be completed for the pay application to be accepted. CITY's purchase order number for the project must be placed on each application. The Application for Payment must be submitted at least three (3) days in advance in an electronic format for review by the CITY and CONSULTANT for approval. **Redlined Applications for Payment will not be accepted by the CITY.**
- B. If the Application for Payment and support data are not approved, the Contractor is required to submit new, revised or missing information according to the CONSULTANT's instructions. Otherwise, the Contractor shall prepare and submit to the CITY or CONSULTANT an invoice in accordance with the estimate as approved. CITY will pay Contractor, in accordance with Florida Prompt Payment Act, §218.70, Florida Statutes, as may be amended from time to time.
- C. The Contractor shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Approved Change Order items shall be added as separate line items.
- D. Prior to initial payment request, the Contractor shall submit the following documents to the CITY and Consultant for their review and approval:
 - 1. List of principal subcontractors and suppliers.
 - 2. Schedule of values.
 - 3. Shop drawing log.
 - 4. Project schedule.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments. Provide information as required by the General Conditions and Section 01700: Contract Closeout.
- B. Furnish evidence of completed operations insurance in accordance with the General Conditions.
- C. Provide Final Release of Lien and other closeout submittals as required by the General Conditions.

1.07 SUBMITTAL PROCEDURES

- A. Submit Applications for Payment to the CITY at the time stipulated in the Agreement. Review the percents complete with the CONSULTANT and resolve any conflicts or discrepancies.
- B. Number of copies for each Final Application for Payment:
 - 1. CITY: Two (2) copies.
 - 2. CONSULTANT: One (1) copy
 - 3. Contractor: As required for its needs.
- C. When the CONSULTANT finds Application properly completed and correct, it will transmit the certificate for payment to the CITY, with copy for the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- 3.01 Upon receipt by CONSULTANT and CITY of Contractor's written Notice of Final Completion of its work under this Contract, CONSULTANT and CITY shall verify all work has been completed on the project. When all work has been verified as complete, and the Contractor submits the items listed below, the Contractor may submit a final Application For Payment:
 - A. Complete work listed as incomplete at the time of Substantial Completion and obtain CONSULTANT certification of completed Work.
 - B. Provide copy of records indicating notification to all subcontractors and material suppliers of Contractor's Performance and Payment Bonds.
 - C. Transfer operational, access, security and similar provisions to CITY; remove temporary facilities, tools and similar items.

END OF SECTION

SECTION 01041 - PROJECT COORDINATION

PART I – GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall:

1. Coordinate work of its employees and subcontractors.
2. Expedite its work to assure compliance with schedules.
3. Coordinate its work with that of work by CITY.
4. Comply with orders and instructions of CONSULTANT.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Project.
- B. Section 01027: Applications for Payment.
- C. Section 01200: Project Meetings.
- D. Section 01310: Progress Schedules.
- E. Section 01340: Shop Drawings, Work Drawings and Samples.
- F. Section 01500: Construction Facilities and Temporary Controls.
- G. Section 01700: Contract Closeout.

1.03 CONSTRUCTION ORGANIZATION & START-UP

A. CONSULTANT shall establish on-site lines of authority and communications:

1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section 01200: PROJECT MEETINGS.
2. Establish procedure for:
 - a. Submittals
 - b. Reports and records
 - c. Recommendations

- d. Coordination of drawings
 - e. Schedules
 - f. Resolution of conflicts
3. Interpret Contract Documents:
- a. Transmit written interpretations to Contractor, and to other concerned parties.
4. Assist in Obtaining permits and approvals:
- a. Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.
5. Control the use of Site:
- a. Allocate space for Contractor's use for field offices, sheds, and work and storage areas.
6. Inspection and Testing:
- a. Inspect work to assure performance in accord with requirements of Contract Documents.
 - b. Administer special testing and inspections of suspect Work.
 - c. Reject Work, which does not comply with requirements of Contract Documents.
 - d. Coordinate Testing Laboratory Services:
 - 1. Verify that required laboratory personnel are present.
 - 2. Verify that tests are made in accordance with specified standards.
 - 3. Review test reports for compliance with specified criteria.
 - 4. Recommend and administer any required re-testing.

1.04 CONTRACTOR'S DUTIES

A. Construction Schedules:

- 1. Prepare a detailed schedule of basic operations.

2. Monitor schedules as work progresses:
 - a. Identify potential variances between scheduled and probable completion dates for each phase.
 - b. Recommend to CITY adjustments in schedule to meet required completion dates.
 - c. Document changes in schedule; submit to CITY, CONSULTANT and to involved subcontractors.
 3. Observe work of each subcontractor to monitor compliance with schedule.
 - a. Verify that labor and equipment are adequate for the work and the schedule.
 - b. Verify that product procurement schedules are adequate.
 - c. Verify that product deliveries are adequate to maintain schedule.
 - d. Report noncompliance to CONSULTANT, with recommendation for changes.
- B. Process Shop Drawings, Product Data and Samples:
1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:
 - a. Field dimensions and clearance dimensions.
 - b. Relation to available space.
 - c. Effect of any changes on the work of any subcontractor.
- A. Review Drawings prepared by Mechanical and Electrical subcontractors:
1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:
- B. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
1. Submit to CONSULTANT.

2. Reproduce and distribute copies to concerned parties after CONSULTANT review.
- C. Maintain reports and records at job site, available to CONSULTANT and CITY.
1. Daily log of progress of work.
 2. Records.
 - a. Contracts.
 - b. Purchase orders.
 - c. Materials and equipment records.
 - d. Applicable handbooks, codes and standards.
 3. Maintain file of record documents.

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

- A. Mechanical and Electrical equipment start-up:
1. Coordinate checkout of utilities, operational systems and equipment.
 2. Organize initial start-up and testing.
 3. Record dates of start of operation of systems and equipment.
 4. Submit to CITY written notice of beginning of warranty period for equipment put into service.
- B. At completion of Work, conduct an inspection to assure that:
1. Specified cleaning has been accomplished.
 2. Temporary facilities have been removed from site.
- C. Substantial Completion:
1. Conduct an inspection to develop a list of Work to be completed or corrected.
 2. Assist CONSULTANT in inspection.

3. Supervise correction and completion of work of subcontractors.

1.06 CONSULTANT'S CLOSE-OUT DUTIES

A. Final Completion:

1. When Contractor determines that work is finally complete, conduct an inspection to verify completion of Work.

B. Administration of Contract closeout:

1. Receive and review Contractor's final submittals.
2. Transmit to CITY with recommendations for action.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01050 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor to provide Field Engineering service for the Project.

1. Survey work required in execution of Project.
2. The method of field staking for the construction of the Work shall be at the option of the Contractor. The CITY has provided the engineering surveys, if available, necessary to establish reference points which in the CITY's judgment are necessary to enable the Contractor to proceed with its work.
3. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
4. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until it has established such points, marks, lines and elevations as may be necessary for the prosecution of the Work.
5. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain a survey during construction.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section 01010.
2. Project Record Documents: Section 01720.

1.02 QUALIFICATIONS OF SURVEYOR

A. Qualified registered land surveyor, acceptable to the CITY.

1.03 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Consultant.
2. Report to the CONSULTANT when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the CITY. Establish replacement based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two (2) permanent benchmarks each on site.
 1. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means.
- C. From time to time, verify layouts by same methods.

1.05 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At the end of the project, submit a certified site survey at 1-inch equals 30 feet scale on 24 inches by 36 inches sheet. Survey shall include: all topographic features, at least every 100 feet, along the installed fence line, at the inside edge of the 12-foot sodden area, and the property/R-O-W line.

1.06 SUBMITTALS

- A. Submit name and address of surveyor to the CONSULTANT.
- B. On request of the CONSULTANT, submit documentation to verify accuracy of Field Engineering work.
- C. Submit certificate signed by a registered surveyor certifying that elevations are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065 - PERMITS AND FEES

PART 1 – GENERAL

- A. The Contractor shall obtain all applicable permits and licenses related to its work, including but not limited to, the necessary construction permits. Cost of permit fees shall be paid by Contractor. CITY to be invoiced at actual cost without markup.
- B. For this 8th Avenue South and South F Street Watermain project a Building Permit will not be required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 NPDES COMPLIANCE

- A. In addition to other required field permitting, prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

- B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).
- C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection Tallahassee, FL 32399-2400 (850) 921-9904

END OF SECTION

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SECTION 01100 - SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

- A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels measured by the Consultant shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Consultant of Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.
- C. Construct all work to prevent run-off from flowing off site.
- D. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.
- E. The Contractor shall notify all property owners/residents, forty-eight (48) hours prior to working in public rights-of-ways or easements affecting or adjoining their properties. Notification shall be hand-delivered flyer that shall contain the following information:
 - 1. Project Name
 - 2. Date of Commencement
 - 3. Description of Work
 - 4. Name of Contractor
 - 5. Name of Contractor's Representative
 - 6. Local phone number of Contractor's Representative.

The CITY shall approve the Contractor's notification prior to issuance of flyer to the public. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-of-Ways (ROW) or easements affecting or adjoining property owner's

property.

1.02 HAULING AND CONSTRUCTION OPERATIONS

- A. The Contractor shall keep its haul route and work area(s) neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of material to be disposed of. The Contractor shall immediately clean up any such spill or waste. If the Contractor fails to clean up such spill, or waster immediately, the CITY shall have the right to clean up or arrange for its clean up and charge to the Contractor all costs, including engineering, administrative costs and overhead, incurred by the CITY in connection with such cleanup. The CITY may also charge to the Contractor any cost incurred or penalties imposed on the CITY 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.
- B. The general requirements for vehicles hauling such waste materials are as follows: Transport vehicle must be of type(s) approved for this application by the State of Florida. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.
- C. 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. To the extent possible, the use of residential streets shall be prohibited.
- D. Provide protection for plans designated to remain. Replace damaged plants.
- E. Provide barriers to prevent unauthorized entry to site and to protect existing facilities and adjacent properties from damage.
- F. Provide flag person(s) and necessary traffic control devices when trucks or construction equipment is entering or leaving the site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01110 - ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable federal, state and local laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; adversely affect plants or animals; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures required to prevent silting, muddying, or pollution of wetlands, streams, rivers, impoundments, lakes, stormwater ponds, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area and shall be maintained throughout construction. Specific requirements for erosion and sedimentation controls are specified in Section 02270. The Contractor will be required to meet all the conditions specified in the permits and in the Specifications.
- D. All specific conditions attached to existing permits for this site shall be included in the sedimentation and erosion control measures.

1.2 APPLICABLE REGULATIONS

- A. The Contractor shall comply with all applicable Federal, State and local laws and regulations and applicable permits and their specific conditions concerning environmental pollution control and abatement.
- B. The Contractor shall comply with all applicable Federal, State and local laws, regulations and procedures related to asbestos cement pipe removal and disposal, including the employment of a Florida Licensed Asbestos Abatement contractor.

1.3 NOTIFICATIONS

- A. The CITY and/or CONSULTANT will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the CITY or CONSULTANT, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the CITY or Consultant or from the regulatory agency through the CITY and/or CONSULTANT, immediately take corrective action. Such notice, when delivered to the Contractor or their authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the CITY may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.04 IMPLEMENTATION

- A. Prior to commencement of the Work, the CONTRACTOR shall meet with the CITY and CONSULTANT to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. The Contractor shall remove temporary environmental control features, when approved by the CITY or CONSULTANT, and incorporate permanent control features into the project at the earliest practicable time.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EROSION CONTROL

- A. The Contractor shall provide positive means of erosion control such as shallow run on and run off ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. If dewatering is necessary, the South Florida Water Management District (SFWMD) requirements must be followed and a dewatering plan must be prepared by a certified Registered Professional Engineer in the State of Florida and submitted to the CITY and CONSULTANT; then submitted and approved by the SFWMD prior to the commencement of work requiring dewatering. Contractor must comply with

permits. However, no water from dewatering activities may be discharged offsite. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

3.2 PROTECTION OF STREAMS AND CANALS

- A. Care shall be taken by Contractor to prevent, or reduce to a minimum, any damage to any ditch or the stormwater outfall canal, from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such ditches. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the ditch, shall not be directly returned to the ditch. Such waters will be diverted through a settling basin or filter approved by the CITY or CONSULTANT and meet required standards before being directed into the ditches and other water bodies.
- B. The Contractor shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.
- C. All preventative measures shall be taken by Contractor to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Florida Department of Environmental Protection. Contractor shall submit two (2) copies of approved contingency plans to the CITY and CONSULTANT.

3.3 PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Contractor shall confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval from the CITY and CONSULTANT. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the CITY and CONSULTANT. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment, dumping or other operations, protect such trees by placing barricades around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition.

All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving as determined by the CITY and/or CONSULTANT shall be immediately removed and replaced.

- E. The locations of the Contractor's storage, and other construction structures required temporarily in the performance of the Work, shall be cleared as shown on the Drawings. Drawings showing storage facilities shall be submitted for approval of the CITY and CONSULTANT.
- F. If the Contractor proposes to construct temporary roads or embankments and excavations for work areas, it shall submit the following for approval at least thirty (30) days prior to scheduled start of such temporary work.
 - 1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.
 - 2. Details of temporary road construction.
 - 3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.
- G. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the CITY and CONSULTANT. The disturbed areas shall be prepared and seeded as described in Section 02486 SEED, MULCH and FERTILIZER, or as approved by the CONSULTANT.
- H. All debris and excess material will be disposed of in approved areas as noted on the Drawings.

3.4 PROTECTION OF AIR QUALITY

- A. Asbestos pipe cement removal and disposal. The Contractor shall have or shall be required to employ the services of a Florida Licensed Asbestos Abatement Professional to perform the removal and disposal of the abandoned cement asbestos pipe. The Waste Shipment Record shall be provided for all cement asbestos pipe disposal to document proper disposal.
- B. Burning. No open fires or burning will be permitted. If need dictates burning of any kind, Contractor must obtain prior approval of CITY and obtain appropriate permits from the state and local government agencies.
- C. Dust Control. The Contractor will be required to maintain all excavations, embankment, stockpiles, access roads, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.
- D. An approved method of stabilization consisting of sprinkling or other similar methods will be required to control dust. The use of petroleum products is prohibited.
- E. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the CITY and/or CONSULTANT.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

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SECTION 01153 - CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.01 SCOPE:

- A. The CITY, without invalidating the Contract, may make adjustments to bid item quantities by adding to or deducting from the quantities on the Schedule of Bid Items, as the Work progresses. These adjustments shall be in accordance with the unit or line item price set forth on the Schedule of Bid Items and are tracked as Work progresses, and approved on the monthly Application for Payment form.

1.02 REQUIREMENTS INCLUDED

- A. Promptly implement Change Order procedures.
 - 1. Provide full written data required to evaluate change.
 - 2. Maintain detailed records of work done on a time and material/force account basis.
 - 3. Provide full documentation to CONSULTANT on request.
- B. Designate in writing the member of Contractor's organization.
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in the Contractor's employ the authorization of changes in the Work.
- C. CITY will designate in writing the person who is authorized to execute Change Orders.

1.03 RELATED REQUIREMENTS

- A. Bid Form.
- B. Agreement.
- C. General Conditions.
- D. Supplementary Conditions.
- E. Section 01027: Application for Payment.
- F. Section 01310: Progress Schedule.

- G. Section 01370: Schedule of Values.
- H. Section 01630: Substitutions and Product Options.
- I. Section 01700: Contract Closeout.

1.04 DEFINITIONS

- A. Change Order: See General Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by CITY and CONSULTANT, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change that affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: A written order, instructions, or interpretations, signed by CONSULTANT making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.05 PRELIMINARY PROCEDURES

- A. CONSULTANT may initiate changes by submitting a Proposal Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Consultant containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.
4. Statement of the effect on the Work of separate contractors.
5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.06 CONSTRUCTION-CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, CONSULTANT may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. CITY and CONSULTANT will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.07 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow CONSULTANT to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended sources of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance, and bonds.
 5. Credit for work deleted from Contract, similarly documented.

6. Overhead and profit.
 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:
1. Name of CITY's authorized agent who ordered the work, and the date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontractors.
- D. Document requests for substitutions for products as specified in Section 01630.

1.08 PREPARATION OF CHANGE ORDERS

- A. CONSULTANT will initiate each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.09 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. CONSULTANT's Proposal Request and Contractor's Responsive Proposal as mutually agreed between CITY and Contractor; or
 2. Contractor's Proposal for a change, as recommended by the CONSULTANT.
- B. CITY and CONSULTANT will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.10 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's definition of the scope of the required changes; or
2. Contractor's Proposal for a change, as recommended by CONSULTANT; or
3. Survey of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.
2. Those mutually agreed upon between CITY and Contractor.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. CITY and CONSULTANT will sign and date the Change Order as authorization for Contractor to proceed with the changes.
2. Contractor shall sign and date the Change Order to indicate agreement with the terms herein.

D. When quantities of the items cannot be determined prior to start of the work:

1. CONSULTANT will issue a construction change authorization-directing Contractor to proceed with the change on the basis of unit prices.
2. At completion of the change, CONSULTANT will determine the cost of such work based on the unit prices and quantities used.
 - a. Contractor shall submit documentation to establish the number of units of each item and any claims for change in Contract Time.
3. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. CITY and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.11 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/ CONSTRUCTION CHANGE AUTHORIZATION

- A. CONSULTANT will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- C. CONSULTANT will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. CITY and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.12 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.
 - 1. Contractor shall revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, Contractor shall enter pertinent changes in Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Consultant shall schedule and administer pre-construction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work. The Consultant shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
3. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules. The Consultant shall prepare meeting minutes of each meeting. A copy of the minutes of each progress meeting shall be available five (5) business days after the meeting.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section 01310.
2. Shop Drawings, Working Drawings, and Samples: Section 01340.
3. Security and Safety Procedures for Infrastructure Projects: Section 01540
4. Project Record Documents: Section 01720.

1.02 PRE-CONSTRUCTION MEETING

- A. The Consultant shall schedule a preconstruction meeting no later than ten (10) days after date of issuance of Award letter.
- B. Location: A local site, convenient for all parties, designated by the Consultant.
- C. Attendance:
 1. CITY's representative.

2. Consultant and Consultant's professional consultants.
 3. Resident project representative.
 4. Contractor and its superintendent.
 5. Major subcontractors.
 6. Representatives of major suppliers and manufacturers as appropriate.
 7. Governmental and Utilities representatives as appropriate.
 8. Others as requested by the Contractor, CITY and Consultant.
- D. The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The suggested agenda should include:
1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected schedules.
 - c. Schedule of Values
 - d. NPDES plan
 2. Critical work sequencing: Relationships and coordination with other contracts and/or work.
 3. Major equipment deliveries and priorities.
 4. Project coordination: Designation and responsible personnel.
 5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Request for Information.
 - d. Submittals.

- e. Change Orders.
 - f. Applications for Payment.
6. Submittal of Shop Drawings, project data and samples.
 7. Adequacy of distribution of Contract Documents.
 8. Procedures for maintaining Record Documents.
 9. Use of premises:
 - a. Office, work and storage areas.
 - b. CITY's requirements.
 - c. Access and traffic control.
 10. Construction facilities, controls and construction aids.
 11. Temporary utilities.
 12. Safety and first aid procedures.
 13. Check of required Bond and Insurance certifications.
 14. Completion time for Contract and liquidated damages.
 15. Request for extension of Contract Time.
 16. Weekly job meeting for all involved.
 17. Security procedures.
 18. Procedures for making partial payments.
 19. Guarantees on completed work.
 20. Equipment to be used.
 21. Staking of work.
 22. Project inspection.
 23. Labor requirements.

24. Laboratory testing of material requirements.
25. Provisions for material stored on site.
26. Requirements of other organizations.
27. Rights-of-way and easements.
28. Housekeeping procedures.
29. Liquidated damages.
30. Posting of signs.
31. Pay request submittal dates.
32. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

- A. The Consultant shall schedule and conduct regular periodic meetings. The progress meetings will be held every thirty (30) days and at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: Site selected by Consultant.
- D. Attendance:
 1. Consultant and its representatives as needed.
 2. Contractor.
 3. CITY's representatives.
 4. Subcontractors (active on the site).
 5. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).
- E. The Consultant shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the CITY, Consultant and others. The

purpose of the meetings will be to review the progress of the Work. The agenda will include but not be limited to the following:

1. Review approval of minutes of previous meeting.
 2. Review of work progress since previous meeting and work scheduled (3-week look ahead schedule).
 3. Field observations, problems, and conflicts.
 4. Problems which impede construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain projected schedule.
 7. Status of approved construction schedule.
 8. Progress schedule during succeeding work period.
 9. Coordination of schedules.
 10. Review status of submittals, expedite as required.
 11. Maintenance of quality standards.
 12. Pending changes and substitutions.
 13. Shop Drawing problems.
 14. Review proposed changes for:
 - a. Effect on construction schedule and on completion date.
 - b. Effect on other contracts of the Project.
 15. Construction schedule.
 16. Critical/long lead items.
 17. Other business.
- F. The Contractor is to attend monthly progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.
 2. Status of all activities behind schedule and what specifically will be done to regain the schedule.
 3. Status of all material deliveries, latest contact with equipment manufacturer and specific actions taken to expedite materials.
 4. Status of open deficiencies and what is being done to correct the same.
- G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340: Shop Drawings, Working Drawings and Samples.

1.04 SPECIAL MEETINGS

- A. The Contractor may be required to attend certain City Hall meetings to inform the public before commencement or during progress of the project to discuss specific issues.

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Prior to Pre-Construction Meeting, Contractor shall prepare and submit to the CONSULTANT initial construction schedule(s) demonstrating complete fulfillment of all Contract requirements utilizing a Gant Chart to identifying all activities including planning, coordinating and performing the Work under this Contract (including all activities of subcontractors, equipment vendors and suppliers).
2. After construction mobilization and commencement, Contractor shall submit revised progress schedules on a bi-weekly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section 01010
2. Applications for Payment: Section 01027
3. Change Order Procedures: Section 01153
4. Project Meetings: Section 01200
5. Shop Drawings, Working Drawings, and Samples: Section 01340
6. Schedule of Values: Section 01370

1.02 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.
2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two (2) week increment scale. Specifically list, but not limit to:
 - a. Obtaining all permits/construction easements (if needed)
 - b. Shop Drawing submitted/review time

- c. Site clearing/filling
 - d. Site utilities
 - e. Pipeline installation
 - f. Roadway installation
 - g. Subcontractor work
 - h. Equipment installations
 - i. Finishing
 - j. Instrumentation
 - k. Painting
 - l. Operator training
 - m. Testing
 - n. Start-up
 - o. Receipt of spare parts
3. Show projected percentage of completion for each item, as of the first day of each month.
 4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.
- B. Submittals schedule for Shop Drawings and Samples shall be in accordance with Section 01340: Shop Drawings, Product Data and Samples. Indicate on the Schedule the following:
1. The dates for Contractor's submittals.
 2. The dates of submittals for CITY-furnished products, if applicable.
 3. The dates for approved submittals that will be required from the CONSULTANT.
- C. A typewritten list of all long lead items (equipment, materials, etc.).
- D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the CONSULTANT. Failure to include 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 CONSULTANT's approval of the progress schedule.

1.03 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.

- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.
- D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor must prepare a recovery schedule.

1.04 DISTRIBUTION

- A. Contractor shall distribute copies of the reviewed schedules to:
 - 1. CONSULTANT
 - 2. Jobsite file
 - 3. Subcontractors
 - 4. Other concerned parties
 - 5. CITY (two copies)
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.05 CHANGE ORDERS

- A. Upon approval of a Change Order, the approved changes shall be reflected in the next scheduled revision or update submittal by Contractor.

1.06 PROGRESS MEETINGS

For the monthly progress meeting, Contractor shall submit a revised schedule and a 3-week look-ahead schedule, showing all activities in progress, uncompleted or

scheduled to be worked during the weeks. The 3 weeks include the current week plus the next 2 weeks. All activities shall be from the approved schedule and must be as shown on the schedule unless behind or ahead of schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, WORKING DRAWINGS AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the CONSULTANT for review, approval or for acknowledgment, items such as Shop Drawings, Test Reports and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as they are required for the proper control of work, including but not limited to those Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
2. With the Contractor's executed agreement and Bond Submittal, the Contractor shall submit to the CONSULTANT a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the CONSULTANT shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings. The Contractor shall include Shop Drawing review time on the Project schedule (see section 01310).
3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the City and the CONSULTANT. This log should include the following items:
 - a. Submittal-Description and Number assigned.
 - b. Date to CONSULTANT.
 - c. Date returned to Contractor.
 - d. Status of Submittal (Approved, Approved as Noted, Rejected/Re-submit).
 - e. Date of Resubmittal and Return (as applicable).
 - f. Date material release for fabrication.

- g. Projected date of fabrication.
- h. Projected date of delivery to site.
- i. Status of O&M manuals submittal.
- j. Specification Section.
- k. Drawings Sheet Number.

B. Related Requirements Described Elsewhere:

- 1. General Conditions:
- 2. Progress Schedules: Section 01310.
- 3. Material and Equipment: Section 01600.
- 4. Project Record Documents: Section 01720.
- 5. Operating and Maintenance Data: Section 01730.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall furnish the CONSULTANT a schedule of Shop Drawings submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- B. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the CONSULTANT, with approval.
- C. The Contractor shall submit to the CONSULTANT all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Consultant receives them.
- D. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:
 - 1. Date.

2. Project Title and Number.
 3. Contractor's name and address.
 4. The number of each Shop Drawings, Project Data, and Sample submitted.
 5. Notification of Deviations from Contract Documents.
 - a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of Shop Drawing if there is a deviation from Contract Drawings, Project Specifications and referenced specifications or codes.
 - b. The Contractor shall also list any deviations from Contract Drawings, Project Specifications and referenced specifications or codes and identify in "green" ink prominently on the drawings.
 6. Submittal Log Number conforming to Specification Log Number.
- E. The Contractor shall submit SIX (6) COPIES OF SHOP DRAWINGS TO THE CONSULTANT. The CONSULTANT will review the submittal and return to the Contractor three (3) copies with appropriate review comments.
- F. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the CONSULTANT of the necessary Shop Drawings.
- G. The Contractor shall not use Shop Drawings as means of proposing alternate items to demonstrate compliance to Contract requirements.
- H. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractors review and approval of that submittal.
- I. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the CONSULTANT and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 CONSULTANT'S REVIEW OF SHOP DRAWINGS

- A. The CONSULTANT's review of Shop Drawings, Data and Samples as

submitted by the Contractor, will be to determine if the items(s) conform to the information in the Contract Documents and are compatible with the design concept. The CONSULTANT's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.

- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract requirements.
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
 - 3. As approving departures from details furnished by the Consultant, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the CONSULTANT finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the CONSULTANT may return the reviewed drawings without noting an exception.
- D. "Approved As Noted" - Contractor shall incorporate CONSULTANT's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the CONSULTANT acknowledging the comments and their incorporation into the Shop Drawing.
- E. "Amend And Resubmit" - Contractor shall resubmit the Shop Drawing to the CONSULTANT. The resubmittal shall incorporate the CONSULTANT's comments highlighted on the Shop Drawing.
- F. "Rejected" - Contractor shall resubmit Shop Drawing for review by Consultant.
- G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the CONSULTANT on previous submissions. The Contractor shall make any corrections required by the CONSULTANT.
- H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the CONSULTANT.
- I. When the Shop Drawings have been completed to the satisfaction of the

CONSULTANT, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the CONSULTANT.

- J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the CONSULTANT, make all submittals in groups containing all associated items for:
 - 1. Systems.
 - 2. Processes.
 - 3. As indicated in specific Specifications Sections.
- K. All drawings, schematics, manufacturer's product Data, certifications and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.
- L. Only the CONSULTANT shall utilize the color "red" in marking Shop Drawing submittals.

1.04 SHOP DRAWINGS

- A. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive information. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Project Title and Number.
 - 2. Name of Project building or structure.

3. Number and title of the Shop Drawing.
 4. Date of Shop Drawing or revision.
 5. Name of Contractor and subcontractor submitting drawing.
 6. Supplier/manufacturer.
 7. Separate detailer when pertinent.
 8. Specification title and number.
 9. Specification section.
 10. Application Contract Drawing Number.
- D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent Data.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Working Drawings shall be signed by a registered Professional Consultant, currently licensed to practice in the State of Florida.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Consultant, samples required by the Contract Documents or requested by the CONSULTANT. Samples shall be delivered to the CONSULTANT as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the CONSULTANT.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.
3. A minimum of two (2) samples of each item shall be submitted.

C. Field samples and mock-ups:

1. Contractor shall erect, at the Project site, at a location acceptable to the Consultant.
2. Size of area: 15 feet long x 6 feet high or that specified in the respective specification section.
3. Fabricate each sample and mock-up complete and finished.
4. Remove mock-ups at conclusion of Work or when acceptable to the Consultant.

D. Each sample shall have a label indicating:

1. Name of Project.
2. Name of Contractor and Subcontractor.
3. Material or Equipment Represented.
4. Place of Origin.
5. Name of Producer and Brand (if any).
6. Location in Project.

Samples of finished materials shall have additional marking that will identify them under the finished schedules.

E. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Paragraph 1.06B above. It shall enclose a copy of this letter with the shipment and send a copy of this letter to the CONSULTANT. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

- F. Approved samples not destroyed in testing shall be sent to the CONSULTANT or stored at the site of the Work. Approved Samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at its expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall submit to the Consultant a Schedule of Values allocated to the various lump sum portions of the Work, within fifteen (15) days of the Notice to Proceed date.
2. Upon request of the Consultant, Contractor shall support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity and their units of measure.
3. Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the Bid Schedule, and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on an 8-1/2 inch by 11 inch or 8-1/2 inch by 14 inch white paper. Contractor's standard forms and computer printout will be considered for approval by the Consultant upon Contractor's request. Identify schedule with:

1. Title of Project and location.
2. Consultant and Project number.
3. Name and address of Contractor.
4. Contract designation.
5. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of

the Specifications.

- D. For each line item, list sub-values of major products or operations under the item.
- E. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
- F. The sum of items listed in the schedule shall equal the total Contract Sum.

1.03 UNIT QUANTITIES:

- A. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determines payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Consultant, Contractor shall revise and resubmit Schedule of Values and Schedule of Unit Material values pursuant to this Section.
- B. Contractor shall resubmit revised Schedules in same manner pursuant to this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall employ a competent professional photographer to take construction record photographs periodically during the course of the Work using a digital camera and a preconstruction video inspection.

B. Related Requirements Described Elsewhere:

1. General Requirements: Section 01000.
2. Summary of Project: Section 01010.
3. Video and Photographic Site Survey: Section 01390
4. Project Record Documents: Section 01720.

1.02 PHOTOGRAPHY REQUIRED

A. Photographs taken in conformance with this Section shall be furnished to the Consultant with each Application for Payment.

B. Views and Quantities Required:

1. Five (5) views of overall Project site monthly, or as directed by the Consultant.
2. Two (2) aerial views of overall Project site after completion of site restoration and landscaping.
3. Provide five (5) 3-inch by 5-inch prints and one (1) 8-inch by 10-inch print of each view, plus one (1) copy in digital format.
4. Additional aerial photographs may be used upon prior approval by the CITY.

C. In addition to the general progress photographs required, photographs of each tie-in point shall be taken prior to backfill and turned in with the monthly Application for Payment.

1.03 COSTS OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified photography and prints. Parties requiring additional photography or prints shall pay the photographer directly.

PART 2 - PRODUCTS

2.01 PRINTS

- A. Color:

- 1. Paper: Single weight, color print paper.
- 2. Finish: Smooth surface, glossy.
- 3. Size: 8 inches by 10 inches and 3 inches by 5 inches.
- 4. Paper Weight: Single weight

- B. Identify each print on back, listing:

- 1. Name of Project.
- 2. Orientation of view.
- 3. Date and time of exposure.
- 4. Name and address of photographer.
- 5. Photographer's numbered identification of exposure.

- B. Aerial photographs shall be color.

2.02 NEGATIVES/DIGITAL FILES

- A. The negatives/digital files are to be categorized by month taken and must correspond to the progress photographs that accompany each. At project closeout, the negatives/digital files are to be submitted to the CITY. If the Contractor uses digital photography, then the images shall be provided on CD.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

3.02 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
 1. At successive periods of photography, take at least one (1) photograph from the same overall view as previously.
 2. Consult with the Consultant at each period of photography for instructions concerning views required.
 3. All views to contain a relative dimension reference that is easily recognizable by the average person. In views where dimensions are critical, use of recognizable measuring devices such as a folding ruler, measuring tape in a manner the markings are clear and sharp in the photograph and the device located in close relationship with subject of photograph.

3.03 DELIVERY OF PRINTS

- A. Deliver prints to the CONSULTANT to accompany each Application for Payment.
- B. Distribution of prints as soon as processed is anticipated to be as follows:
 1. CITY: one (1) set.
 2. Consultant: two (2) sets.
 3. Project record file one (1) set stored by Contractor and furnished to Consultant at project completion.
 4. Contractor one (1) set.

END OF SECTION

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SECTION 01390 - VIDEO AND PHOTOGRAPHIC SITE SURVEY

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. The work under this Section includes the performance of a Pre and Post Construction Video Survey of the condition of existing facilities, public Rights-of Way (ROW), easements, roads, private property, and other surface features and “before and after” digital still photographs.

1.02 RELATED SECTIONS:

- A. Section 01050 – Field Engineering
- B. Section 01380 – Construction Progress Photographs

1.03 PRE/POST-CONSTRUCTION VIDEO INSPECTION

- A. Prior to start of construction, Contractor shall retain the services of a firm specializing in pre-construction video inspection.
- B. Video inspection shall delineate all aspects of facilities on site and surrounding properties.
- C. Any claims for damages not clearly shown as existing prior to construction shall be paid for by the Contractor, unless conclusive evidence to the contrary is provided.

1.04 SUBMITTALS:

- A. Pre-Construction Video and Photographic Site Survey
 - 1. The Contractor shall submit one (1) copy of the Pre Construction Video Survey with video log to the CITY for review and acceptance.
- B. Post-Construction Video Site Survey
 - 1. At the discretion of the CITY, the requirement for a Post-Construction video may be waived.
 - 2. The Contractor shall submit one (1) copy of the Post-Construction Video Survey with log to the CITY for review.
 - 3. Accompanying this submittal, or as a separate submittal in the event the CITY waives the Post Construction Video, the Contractor shall issue a

letter attesting to having reviewed the Pre Construction Video Survey and confirm restoration of surface attributes.

PART 3 - EXECUTION

4. VIDEO SITE SURVEY

- A. The Contractor shall provide the CONSULTANT with a DVD accurately representing existing conditions of the site to be disturbed by its operations. This DVD shall be submitted at least twenty-one (21) days prior to the start of work on this project.
- B. Recording shall be on a new, high quality, DVD. The camera shall be capable of producing clean color images. The original is to be submitted to the CONSULTANT for review and a copy is to be retained by the Contractor until Final Acceptance. CITY shall receive one (1) copy of the Final Videotaping after approval by the CONSULTANT.
- C. At a minimum, the video shall contain:
 - 1. At the beginning of the video, the project name and date of taping shall be superimposed on the picture.
 - 2. As the location of the video taping progresses, i.e., the individual street name shall be temporally superimposed on the picture.
 - 3. Centerline stationing at 100 feet intervals or clear reference to the individual residences (by street number) and/or business (by street number and name).
 - 5. The video shall be run twice the full length of the project, first facing and proceeding ahead station wise and slightly angled to the right of centerline. The second run shall be the full length of the project facing and proceeding back station wise and slightly angled to the right of centerline.
 - 6. Both shootings shall contain the centerline within the view of the observer. The taping is to be continuous during each run. Areas of special importance / interest may be “zoomed-in” on to provide the necessary details but must be “zoomed-out” to the original view before proceeding.
- D. Audio content
 - 1. Simultaneously record the audio portion during videotaping.
 - 2. Audio recording shall assist in viewer orientation and in any Audio recording will only consist of camera operator commentary.

- E. Prepare a written video log that describes the contents of each tape including:
 - 1. Name of streets and/or easements.
 - 2. Videotape location designator.
 - 3. Coverage begin/end, station and location.
 - 4. Recording date.

- F. The video shall present a clear and accurate representation of existing conditions. If the CITY determines that this intent is not met, the tape shall be returned and the area re-televised at no additional cost to the CITY.

- G. This accepted video along with the still photographs will serve as an aid to the CITY in determining existing conditions. Nothing contained in the video or still photographs will supersede or relieve the CITY from determining the acceptability of restoration.

- H. Prior to Substantial Completion, the Contractor is responsible to review the video and still photographs and prepare a detailed list of surface improvements to be reinstated. This list shall include lawn areas, trees and plants, driveways, driveway aprons, roadways, signage, sprinkler systems, sidewalks, mailboxes and any other existing conditions affected by the work and submit to the CITY for review and approval.

3.02 PHOTOGRAPHIC SURVEY

- A. In addition to the videotape, the Contractor shall take “before and after” digital still photographs of each home and/or property. The photographs of each home and/or property shall consist of a set of photographs (3 minimum) and shall provide property-line to property-line coverage of the roadway, swale and sidewalk areas for each property. The “areas of interest” are the edge of roadway, condition of the swale, type of grass, landscaping within the swale, mail box and driveway apron.

- B. The digital “file” name is to be the address of the property being photographed and shall be incorporated as part of the image. The Contractor shall provide the CITY with the following for review and acceptance:
 - 1. One (1) CD with the digital files in street named/numbered subdirectory and a digital file log.

2. Two (2) sets of “Before” color prints and one (1) set of “After” color prints of each digital file, with the file name displayed. Color print sets are to be bound with a Table of Contents and divided and tabbed by street name/number.
 3. “Before” photographs (color prints and CD) shall be submitted twenty-one (21) days in advance of the commencement of the work. “After” photographs (color prints and CD) shall be submitted with the final Application For Payment (refer to Section 01380 PROGRESS PHOTOGRAPHS for additional requirements).
- C The Contractor shall provide a bound set of accepted pre-construction photographs to the Consultant to be maintained at the Consultant’s Field Office for use during the project.

END OF SECTION

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL

- A. Contractor is required to follow all technical specification requirements with regards to material quality, certification, placement and installation. If the Contractor has questions concerning these items, it is required to generate and issue a Request For Information to the CITY and Consultant for resolution and or guidance.
- B. In the absence of other quality requirements, FDOT Standard Specifications and Index, of the most current edition, shall prevail.

1.02 RELATED SECTIONS

- A. Section 01025 – Measurement and Payment Procedures
- B. Section 01050 – Field Engineering
- C. Section 01340 – Shop Drawings, Work Drawings and Samples

1.03 Field QA/QC

- A. The Contractor shall monitor quality control over suppliers, subcontractors, products and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, issue Request For Information to the Consultant before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings / catalog cut sheets or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

- A. Installed tolerances:
 - 1. Plus / minus 0.20 foot radius of plan center
 - 2. Plus / minus 0.05 foot vertical
 - 3. Plus / minus 10% of specified vertical slope
 - 4. Plus / minus 5% uniformity of specified vertical slope measured between any two points of a single run of pipe.
- B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- C. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.
- D. Adjust products to appropriate dimensions, position before securing products in place.

1.05 TESTING SERVICES

- A. Contractor required to hire a professional, licensed independent firm to perform tests and other services specified.
- B. Field copies of on site density testing are to be left on site at the completion of each day's testing. The independent firm is required to "map" the results of each day's testing results on the Contractor's.
- C. Certified, signed and sealed test reports will be submitted by the independent firm to the Consultant, CITY and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
- E. Testing does not relieve Contractor to perform work to Contract requirements.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the CITY or Consultant.

1.06 INSPECTION SERVICES

- A. The CITY shall appoint, employ, and pay inspector for specified services for inspection. These services may be from the Consultant, or from the CITY or any combination of the above.
- B. The Inspector shall perform construction observation, inspections and other services specified in individual specification sections and as required by the CITY and/or Consultant.
- C. The Contractor shall cooperate with Inspector; furnish safe access and assistance by incidental labor as requested. Additionally, the Contractor shall keep the inspection personnel fully informed of the needs, scheduling and progress of the project.
- D. This inspection does NOT relieve the Contractor from performing their own QA/QC on the Work as required in this and other technical specification sections.

1.07 MANUFACTURERS' FIELD SERVICES

- A. When specified in the Contract documents, requiring material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. The Contractor shall verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Perform “receiving” inspection of materials, structures and equipment.

- D. Perform “in-process” inspection as the Work progresses.
- E. Monitor and inspect the work performed by subcontractors as the Work progresses.
- F. Examine and verify specific conditions described in individual technical specification sections.
- G. Notify the CITY and Consultant, forty-eight (48) hours prior to the expected time for inspection purposes and/or the witnessing of pressure testing. All pressure testing shall be witnessed by the CITY and/or Consultant.

END OF SECTION

SECTION 01410 - TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. CITY will employ services of an Independent Testing Laboratory to perform specified testing. Contractor shall pay costs of services from allowance specified in Section 01025: Measurement and Payment (Allowances).

1. Contractor shall cooperate with laboratory to facilitate the execution of its required services.
2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 RELATED REQUIREMENTS

A. Conditions of the Contract: Inspection and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.

1.03 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.

1.04 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel and/or Consultant, provide access to Work or manufacturer's operations.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixed which require control by the testing laboratory.

D. Furnish copies of Products Test Reports as required.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests
 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
1. When tests or inspections cannot be performed after such notice, reimburse CITY for laboratory personnel and travel expenses incurred due to Contractor's negligence.
- G. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.

1.05 SPECIFIC TESTS, INSPECTION AND METHODS REQUIRED (NOT USED)

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PAYMENT

- A. Testing of materials and products will be performed by an independent testing laboratory appointed and paid for per Section 01025 – Measurement and Payment (Allowances).
- B. The CITY will authorize the cost of one (1) series of tests only on the area or item being evaluated. The Contractor shall pay for costs of additional testing as required due to improper performance of Work.
- C. When Work of this Contract, or portions of Work, are completed, notify the testing laboratory or Consultant to perform or witness the tests. Do not proceed with additional portions of Work until results have been verified.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED Contractor shall furnish, install and maintain temporary utilities required for construction. Remove on completion of work.

1.02 RELATED REQUIREMENTS

A. General Conditions.

B. Section 01010: Summary of Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code.

B. Comply with Federal, State, and local codes and regulations and with utility company requirements.

PART 2 – PRODUCTS

2.01 MATERIALS, GENERAL

Materials may be new or used, but must be adequate in capability for the required usage of the CITY, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY TELEPHONE SERVICE

A. Superintendent, foreman or other contractor personnel in charge shall be equipped with a functioning cell phone during the term of the contract.

2.03 TEMPORARY WATER

A. Schedule use and provide deposit to the City's Water Utility Department for a portable hydrant meter. No water shall be taken from the existing water distribution system unless it's through the portable hydrant meter. The Contractor shall install and maintain a certified backflow preventer or check valve on all CITY issued portable hydrant meters; **no exceptions**. Using water from private homes and/or business' is strictly forbidden.

B. Water utilization for concrete plaster and mortar shall meet the respective requirements and standards set forth for water utilized in these construction materials.

2.04 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities in compliance with Federal, state and local laws and regulations.

B. Service, clean and maintain facilities and enclosures.

2.05 TEMPORARY CONTROLS

A. Noise Control: See Section 01100 – Special Project Procedures

B. Dust Control:

1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust from dispersing into the atmosphere.

C. Pest and Rodent Control:

1. Provide pest and rodent control prior to start of construction to prevent infestation of surrounding neighborhood.
 - a. Employ methods and use materials that will not adversely affect conditions at the site or on adjoining properties.
 - b. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to the Consultant. Clearly indicate:
 - 1) The area or areas to be treated
 - 2) The rodenticides to be used, with a copy of the manufacturer's printed instructions.
 - 3) The pollution preventative measures to be employed.
2. The use of any rodenticide shall be in full accordance with the Manufacturer's printed instructions and recommendations.

D. Debris Control:

1. Maintain all areas under Contractor's control free of extraneous debris.
2. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.
 - a. Provide acceptable containers for deposit of debris.
 - b. Prohibit overloading of trucks to prevent spillages on access and haul routes.
 - 1) Provide periodic inspection of traffic areas to enforce requirements.
3. Schedule periodic collection and disposal of debris.
 - a. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

E. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
 - a. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
3. Take special measure to prevent harmful substances from entering public waters.
 - a. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
4. Provide systems for control of atmospheric pollutants
 - a. Prevent toxic concentrations of chemicals
 - b. Prevent harmful dispersal of pollutants into the atmosphere

PART 3 – EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems, as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

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SECTION 01505 – MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the Contractor obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment, temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Move onto the site all Contractor's plan and equipment required for first month operations.
2. Install temporary construction power, wiring, and lighting facilities.
3. Establish fire protection plan and safety program.
4. Secure construction water supply.
5. Provide on-site sanitary facilities and potable water facilities as specified.
6. Arrange for and erect Contractor's work and storage yard and employees' parking facilities.
7. Submit all required insurance certificates and bonds.
8. Obtain all required permits.
9. Post all OSHA, EPA, Department of Labor, and all other required notices.
10. Have Contractor's superintendent at the job site full time.
11. Submit a detailed construction CPM schedule acceptable to the Consultant as specified.
12. Submit a Schedule of Values of the Work.
13. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor- owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the

Contract Documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

- A. Contractor shall be limited to a maximum of 3.0 percent of the total price bid for mobilization. The cost of mobilization/demobilization shall be shown in the Schedule of Values.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01540 - SECURITY AND SAFETY PROCEDURES FOR INFRASTRUCTURE PROJECTS

PART 1 GENERAL

1.01 As a minimum, the Contractor shall provide and assure that all of its personnel have and wear common colored Company shirts, safety vests, hard hats and substantial leather work shoes / boots. Other Personal Protective Equipment (PPE) as required by governing local, state and Federal laws and regulations.

1.02 SECTION INCLUDES

- A. Responsibility for Work Security
- B. Protection of Work in Progress, Materials and Equipment
- C. Protection of Existing Property
- D. Security Program
- E. Entry Control
- F. Personnel Identification
- G. Security Service
- H. Miscellaneous Restrictions

1.03 RELATED SECTIONS

- A. Section 01010 – Summary of Project
- B. Section 01500 - Temporary Facilities and Controls

1.04 RESPONSIBILITY OF WORK SECURITY

- A. Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum.
- B. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

- C. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CITY within three (3) days of each incident.

1.05 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

- A. Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the CITY or its representatives.

1.06 PROTECTION OF EXISTING PROPERTY

- A. Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the CITY.
- B. Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods that are acceptable to the CITY.
- C. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by the CITY.
- D. Thereafter, and before it begins such work, Contractor shall give due notice to CITY of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
- E. Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by CITY, do not reasonably interfere with the performance of this Contract.
- F. Contractor shall be responsible for damage to any such areas and vegetation

and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

1.07 SECURITY PROGRAM

- A. At the Pre-Construction Meeting, the CITY will make a final determination on which, if any, of the following requirements are to be implemented.
 - 1. Protect Work existing premises and CITY's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program at project mobilization.
 - 3. Maintain program throughout construction period until CITY acceptance precludes the need for Contractor security.

1.08 RESTRICTIONS

- A. Do not allow cameras on site or photographs taken except by written approval of the CITY.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01568 - TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by rules and regulations and permit conditions.
2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and reseeding on-site surfaces and soil and burrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the CITY.
3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the CITY.
4. Contractor is responsible for providing effective temporary erosion and sedimentation control and leaving them installed at completion of the Work.

PART 2 - PRODUCTS

2.01 SEDIMENTATION CONTROL

- A. Bales shall be clean, seed-free cereal hay type.
- B. Netting shall be fabricated of material acceptable to the CITY.
- C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.
- D. Concrete block shall be hollow, non-load bearing type.
- E. Concrete shall be exterior grade not less than 1-inch thick.

PART 3 - EXECUTION

3.01 SEDIMENTATION CONTROL

- A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.02 PERFORMANCE

- A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the CITY or Consultant, Contractor shall immediately take whatever steps are necessary to correct the deficiency at its own expense.

END OF SECTION

SECTION 01570 – MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 Contractor shall provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable FDOT laws and regulations and subject to acceptance and permits by Owner, Palm Beach County and FDOT as applicable.

1.02 REFERENCES

- A. State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, 2015 Edition (or latest edition)
- B. State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations
- C. The Manual of Uniform Traffic Control Devices, latest edition
- D. ROW Permit

1.03 SUBMITTAL

- A. Submit Traffic Control Plans, ROW Permit Applications and Construction Schedule to the Owner, Palm Beach County (if applicable), and the FDOT (if applicable) for review and acceptance 30 days prior to the start of construction.

1.04 SIGNS AND DEVICES

- A. Traffic Control and Informational Signs
- B. Traffic Cones and Drums, and Lights
- C. Traffic Controllers Equipment

1.05 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations. Contractor's employee's personal vehicles shall NOT be parked "in and around" the project site. Contractor's employee's personal vehicles shall be parked at the storage yard.

1.06 TRAFFIC CONTROLLERS

- A. Provide trained and equipped traffic controllers to regulate traffic when construction operations encroach on public traffic lanes.

1.07 LIGHTS

- A. Use approved barricades with lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.08 TRAFFIC SIGNS AND DEVICES

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed, to direct construction and affected public traffic. The Contractor shall submit traffic control through work zone plans based on FDOT Roadway and Traffic Design Standards, 2015 Edition (or latest edition).
- B. Relocate as Work progresses, to maintain effective traffic control.

1.09 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

1.10 SPECIFIC TRAFFIC CONTROL

- A. Contractor shall maintain through traffic on all public roads at all times unless stated otherwise herein.
- B. Contractor shall maintain access to all vehicular driveways (public or private) at all times. Contractor shall backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.
- C. Contractor shall coordinate with the Police and Fire Departments for whom the Contractor will provide satisfactory access at all times.
- D. Contractor shall maintain, at the minimum, one travel lane, in each direction, when performing work within the Palm Beach County Right-of-Way.

1.11 EXECUTION

- A. The Contractor shall arrange its work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for

providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.

- B. If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the Contractor must secure the written authorization of the CITY and Palm Beach County or FDOT as acknowledged as a condition of the Right-of-Way (ROW) permit(s) prior to completely blocking off the roadway.

1.12 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 - MEASUREMENT AND PAYMENT PROCEDURES.

END OF SECTION

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SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Material and equipment incorporated into the Work:

1. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
2. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions. Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including five (5) copies to the Consultant.
1. Maintain one (1) set of complete instructions at the job site during installation and until completion.
- B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Consultant for further instructions.
 2. Do not proceed with Work without clear instructions.

- C. Contractor shall perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING

- A. Contractor shall arrange deliveries of products in accordance with progress schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this Project. Storage or equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the Project. Equipment and materials not properly stored will not be included in a payment estimate.
- B. Contractor shall store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather-tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. All materials and equipment to be incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Contractor shall store under a roof or off the ground cement, sand and lime, and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.
- E. All materials, which, in the opinion of the Consultant, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed by the Contractor from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.
- F. Contractor shall arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- G. Protection After Installation: Contractor shall provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.
- H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the CITY under this Contract until final inspection of the Work and acceptance thereof by the CITY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the CITY.
- I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven (7) days after written notice to do so has been given, the CITY retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost

associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.05 STORAGE AND HANDLING OF EQUIPMENT ON SITE

A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed by Contractor:

1. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Consultant, until such time as the equipment is to be installed.
2. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
3. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Consultant by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half the load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
5. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the CITY.
6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.06 SPARE PARTS

- A. Spare parts for certain equipment provided under Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical have been specified in the pertinent sections of the Technical Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Consultant. In addition, the Contractor shall furnish to the Consultant an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.07 GREASE, OIL AND FUEL

- A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. The CITY shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied.
- B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall furnish and install products specified under options and conditions for substitutions stated in this Section.

1.02 RELATED REQUIREMENTS

- A. Information for Bidders and General Conditions.
- B. Section 01410: Testing Laboratory Services.
- C. Section 01700: Contract Closeout.

1.03 PRODUCTS LISTED

- A. Within thirty (30) days after award of Contract, submit to Consultant six (6) copies of complete list of major products which are proposed for installation.
- B. Tabulate products by specification section number and title.
- C. For products specified only by reference standards, list for each such product:
 - 1. Name and address of manufacturer.
 - 2. Trade name.
 - 3. Model or catalogue designation.
 - 4. Manufacturer's data:
 - a. Reference standards.
 - b. Performance test data.

1.04 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any one of those products and manufacturers named which complies with Specifications.
- C. For products specified by naming only one or more products or manufacturers

and stating "or equal", select one of those named products or manufacturers. After award of Contract, submit a request as for substitutions, for any product or manufacturer which is not specifically named.

- D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.05 SUBSTITUTIONS

- A. Within a period of thirty (30) days after award of Contract, Consultant will consider formal requests from the Contractor for substitution of products in place of those specified:

1. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contract Documents:

- B. Submit a separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of the proposed substitution. Support each request with:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature; identify:
 - 1) Product description.
 - 2) Reference standards.
 - 3) Performance and test data.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and the date of each installation.
2. Itemized comparison of the proposed substitution with product specified; list significant variations.
3. Data relating to changes in the construction schedule.
4. Any effect of the substitution on separate contracts.
5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.
7. Designation of required license fees or royalties.
8. Designation of availability of maintenance services and sources of replacement materials.

C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.
2. They are requested by anyone other than Contractor.
3. Submitted without data relating to changes in construction schedule.
4. Any effect of substitution on separate contracts is not included.
5. A list of changes required in other work or products is not included.
6. Accurate cost data comparing proposed substitution with product specified is not included.
7. Designation of required license fees or royalties is not included.
8. Designation of availability of maintenance services, sources of replacement materials is not included.
9. Acceptance will require substantial revision of Contract Documents.

D. Substitute products shall not be ordered or installed without written acceptance of Consultant.

E. Consultant will determine the acceptability of proposed substitutions. Contractor shall pay all costs associated with Consultant's review.

1.06 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution Contractor represents that:

1. It has investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
2. It will provide same warranties or bonds for substitution as for product specified.

3. It will coordinate installation of accepted changes as may be required for the Work to be complete in all respects.
4. It waive claims for additional costs caused by substitution which may subsequently become apparent.
5. It will pay all costs, resulting under separate contracts, which result from the substitution.
6. It will pay all engineering costs for redesign or revision of the Contract Documents.
7. Cost data is complete and includes related costs under this Contract, but not:
 - a. Costs under separate contracts.
 - b. Consultant's costs of redesign or revision of Contract Documents.

1.07 CONSULTANT DUTIES

- A. Review Contractor's requests for substitutions with reasonable promptness.
- B. Notify Contractor in writing of decision to accept or reject requested substitution.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Contractor shall comply with requirement stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Cleaning: Section 01710
 - 2. Project Record Documents: Section 01720
 - 3. Operating and Maintenance Data: Section 01730
 - 4. Warranties and Bonds: Section 01740.

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. All work specified herein and shown on the drawing is complete.
 - 2. Project Record Documents have been submitted and reviewed to the requirements of Section 01720.
 - 3. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.
 - 4. Contractor to submit evidence of compliance with the requirements of governing authorities.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Consultant:
 - 1. A written notice that it considers the Work, or portion thereof, is substantially complete, and request an inspection.
- C. Within a reasonable time after receipt of such notice, the Consultant will make an inspection to determine the status of completion.

D. When the Consultant finds that the Work is substantially complete, Consultant will:

1. Attend a Substantial Completion walk-through of the facility to include the CITY, Contractor and Consultant and/or Engineer of Record to determine the completeness of the Project and readiness of the facility for occupancy.
2. Prepare and deliver to CITY a Certificate of Substantial Completion with the punchlist of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION

A. Prior to Contractors request for a final inspection the following submittals and Work must be complete:

1. Project Record Documents must be approved.
2. Equipment and systems have been tested in the presence of the CITY's representative and are operational and training, when applicable.
3. All punchlist items have been corrected.

B. The Consultant will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of Contractor's request.

C. Should the Consultant consider that the Work is incomplete or defective:

1. The Consultant will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Consultant that the Work is complete.
3. The Consultant will within a reasonable amount of time, re-inspect the Work and the Contractor shall be liable for re-inspection fees as described in paragraph 1.04.

D. When the Consultant finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 RE-INSPECTION FEES

A. Should the Consultant perform re-inspections due to failure of the Work to

comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the CITY for such additional services.
2. CITY will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Section 01740.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.
- D. Final Application for Payment
- E. Certificate of Substantial Completion.
- F. Certificate of Final Inspection, Testing, and Acceptance
- G. Closeout of all applicable permits:
 1. State or other jurisdictional permits (as applicable):
 - a. FDOT
 - b. LWDD
 - c. SFWMD
 - d. USACE
 - e. FEC
 - f. CSX
 2. PBC ROW/MOT
 3. PBC Health Department
 4. PBC Building Department
 5. City of Lake Worth Right-of-Way (ROW)
 6. City of Lake Worth Building Department

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Consultant.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Deductions for liquidated damages.
 - f. Deductions for re-inspection payments.
 - g. Other adjustments.
3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. Consultant will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.08 RECORD DOCUMENT SUBMITTAL REQUIREMENTS

- A. Submit data on 8 ½ x 11 inch pages in three-ring binders with durable covers.
- B. Prepare binder cover and binder spine with printed title “RECORD DOCUMENT MANUAL”, title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers and tabs.
- D. Contents: Prepare a Table of Contents as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors and major equipment suppliers.
2. Part 2: Project documents and certificates, including the following:
 - a. Certificate of Substantial Completion with signed-off Substantial Completion punchlist.
 - b. Certificate of Final Acceptance.
 - c. Warranty of Title, form WT-1
 - d. Final Release of Lien
 - e. Pre- and Post-construction videos and photographs on DVD or CD.
 - f. Certifications of closeout of all applicable permits (NPDES, PBC Health Department, SFWMD, LWDD, PBC or CBB Building Permits, etc.)
- E. Submit Operation and Maintenance (O & M) Manuals for all equipment. The O&M Manuals shall include the following information:
 - a. Manufacturer's name, address, and telephone number.
 - b. List of equipment
 - c. Parts list for each component
 - d. Operating instructions
 - e. Maintenance instructions for equipment and systems.
- F. Submit to the CITY, one (1) draft copy of the RECORD DOCUMENT MANUAL fifteen (15) days prior to the request for Final Inspection, Testing and Acceptance. This copy will be reviewed and returned prior to Final Inspection, Testing and Acceptance, with the CITY's comments. Revise content of all document sets as required.
- G. Submit one (1) revised FINAL RECORD DOCUMENT MANUAL and six (6) sets for all Operation and Maintenance Manuals, within ten (10) days after Final Inspection, Testing and Acceptance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Submit written certification that the Work has been completed in accordance with Contract Documents and is ready for the Substantial Completion and/or Final Completion walk-throughs.
- B. Provide submittals to the Consultant and the CITY that are required by governing or permitting authorities such as Palm Beach County Health Department, Palm Beach County Traffic/Land Development, FDOT, etc. in order to closeout the project.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and full release of retainage.
- D. Final payment and release of retention with NOT be made until the RECORD DOCUMENT MANUALS, Operation and Maintenance Manuals, and the "AFTER" photographic survey, video, and photographs on DVD/CD have been received and accepted by the CITY.

END OF SECTION

SECTION 01705 - RECORD DRAWING REQUIREMENTS

PART 1 GENERAL

1.01 The Record Drawings are prepared by the Contractor and are used to document the actual construction and other conditions noted in the Contract Documents.

1.02 REQUIREMENTS INCLUDE

A. Contractor shall maintain at the site, a record copy of:

1. Drawings
2. Approved Shop Drawings, Product Data and Samples
3. Field Test Records

1.03 RELATED SECTIONS:

- A. Measurement and Payment – Section 01025
- B. Shop Drawings, Work Drawings, and Samples – Section 01340
- C. Testing Laboratory Services – Section 01410
- D. Substitutions and Product Options – Section 01630

1.04 RELATED REQUIREMENTS

- A. The completed final Record Drawings shall be certified by a Florida Registered Land Surveyor. This certification shall consist of the surveyor's embossed seal bearing his/her registration number, the surveyor's signature and date (of the survey) on each sheet of the drawing set (including the cover and key sheet). Standard Detail sheets are not required to be included in the Record Drawing set. In addition, all Record Drawing sheets shall list the company name, business address, and telephone number of surveyor. Additionally, the Record Drawings shall meet all Minimum Technical Standards (MTS) requirements.
- B. AutoCAD computer generated progress Record Drawings are required to be submitted with each Application For Payment.

1.05 MAINTENANCE OF RECORD DRAWINGS

- A. The Contractor shall maintain full size (24"x36") field drawings to reflect the installed / accepted items of work as the Work progresses. Upon completion of the Work, the Contractor shall submit two (2) sets of full size, signed and sealed Record Drawings and one (1) CD or DVD with the electronic PDF and AutoCAD files (AutoCAD 2010 or newer format). All Record Drawings shall be generated with AutoCAD, and conversions from any other CAD platform to AutoCAD once the drawings are finished are not allowed. Points collected shall be generated with AutoCAD Land Desktop or AutoCAD Civil 3D. An electronic set of the design drawings (including all pertinent XREF's, CTB files, images, etc.) will be furnished to the Contractor by the design engineer at no cost.
- B. Contractor shall label each document, "PROJECT RECORD DRAWING" in neat large printed letters, or by rubber stamp.
- C. Contractor shall maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Record information must be created concurrently with construction progress. Contractor shall not conceal any work until required information is recorded.
- E. Contractor shall make documents and samples available for inspection by CITY and CONSULTANT at all times.

1.06 RECORD DRAWINGS

- A. Survey/GPS Points: All points shall be collected via NAD83 FL State Plane coordinates and elevations collected via the NAVD88 vertical datum. All drawings shall be in the proper coordinate base, coordinates shall be called out on the drawings, and all field collected data shall be submitted in comma delimited text electronic format.
- B. Record Drawings shall include complete as installed information including paving and drainage relative to pavement location; concrete curb; gutter and sidewalks; elevations of surface drainage flows to insure proper routings of storm water runoff; location of inlets, manholes, outfalls, endwalls and control structures; as well as pipe inverts, top of grates, rim elevations, and other features that were constructed in the Project.
- C. The Record Drawings shall include complete as installed information of the utility systems, (water, sanitary sewer and storm water systems) including service laterals, sample points, valves, backflow preventers, information relative to location of manholes, valve pits (enclosures), wet wells, lift stations, as well as the inverts and rim elevations, and any other features that were either constructed as part of the project or discovered during the construction of the project. Any and all As-Built utilities that vary from the

design drawing set shall be moved spatially to its correct locations and reflected accordingly in the AutoCAD, PDF, and hard copy Record Drawings.

- D. Dimensional ties to water lines shall be provided, both horizontal and vertical, at a minimum of every 200 linear feet (lf). Each water line dimensional tie shall include centerline stationing and be referenced to the nearest edge of roadway paving with elevation of the top of the pipe.
- E. Contractor's Record Drawings shall include the key sheet / key map with exact system pipe line and valve locations indicated including GPS coordinates.
- F. Computer generated Record Drawings shall be submitted; data in tabular form will not be accepted.
- G. Additionally, GPS coordinates certified by the surveyor, shall be provided for:
 - 1. Water Mains (including raw water as applicable): Valves, fittings, fire hydrants, permanent sample points, service taps and meters.
 - 2. Sanitary Sewers: - Manholes and cleanouts.
 - 3. Stormwater systems: Inlets, manholes and outfalls (including MES).
 - 4. Force Mains: Valves and fittings.
 - 5. Reuse Mains: Valves, fittings, permanent sample points, service taps and meters.
 - 6. Wellfields: Wellheads and valves
 - 7. General: Street light poles, hand-holds and pull boxes
- H. Representative items of work that shall be shown on the Record Drawings as verified, changed or added are shown below:
 - 1. Plans:
 - a. Structure types, location with grade of rim and flow-line elevations.
 - b. Piping system type (water main, gravity sewer, etc.), length, size and elevations.
 - c. Utility type, length, size and elevation in conflict structures

- d. All maintenance access structures, valve pits, valves and hydrants within right-of way.
 - e. Critical spot elevations at high or low intersections and the midpoint of all intersections.
 - f. Sewer laterals.
2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.
- I. Record Drawing shall include the following criteria at a minimum.
- 1. Record Drawings of water lines shall include the following information:
 - a. Top of pipe elevations and horizontal location every 100 linear feet (lf).
 - b. Separation callouts between water main, sanitary sewer mains and laterals, reclaimed water and storm drainage piping and structures.
 - c. Final elevations of surface feature including roadway crown, edge of pavement (roadway and sidewalk) and swale elevations every 200 liner feet (lf).
 - d. GPS locations and elevations of fittings, valves, fire hydrants, permanent sample points and water service taps and meters.
 - e. All tie-ins to existing lines shall be shown in an enlarged detail of the tie-in configuration.
 - f. All water services
 - 2. Record Drawings of all gravity sanitary sewer lines include the following information:
 - a. Rims, inverts and length of piping between structures as well as slopes.
 - b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.
 - c. The stub ends of all sewer laterals shall be located via GPS and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.

- d. Lift station Record Drawings shall consist of top of wet well elevation, invert elevation of the incoming line, bottom of the wet well and of the compound area.
3. Force main Record Drawings shall be prepared the same as the water line Record Drawings.
4. Reclaimed water Record Drawings shall be prepared the same as the water line Record Drawings.
5. Record Drawings of all storm water drainage systems shall include the following information:
 - a. Structures, grate elevations, inverts and diameter and length of pipe line between structures, type of drainage system (conveyance and/or exfiltration) and weir elevations if applicable.
 - b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.
 - c. Cross section (ROW to ROW) every 50 feet or critical change in elevation and at each inlet showing sidewalk, inlet grate and/or top and bottom of swale/slope, edge of roadway, roadway crown, edge of roadway, grate and sidewalk elevations.
6. All rock and asphalt Record Drawings for parking lot, roadways and swales areas shall consist of the following:
 - a. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.
 - b. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.
 - c. All catch basin and manhole rim / grate elevations shall be shown.
 - d. Elevations around island areas are required.
 - e. As constructed elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.
7. Lake and canal bank Record Drawings shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 linear feet (lf) and the top and

bottom of slope/edge of water around the lake or canal, unless otherwise specified. Record Drawings shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing. If there are contours indicated on the design plans, then they shall be recorded as well.

- a. Retention area Record Drawings elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be recorded as well.
- b. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the Record Drawings. The Consultant may request additional Record Drawing information to verify horizontal or vertical locations.

1.07 SUBMITTAL

- A. Record Drawings - As a condition precedent to the Contractor's request for Final Inspection, Testing and Acceptance, the Contractor shall furnish to CITY a complete set of full size paper prints, marked-up Record Drawings with "RECORD DRAWINGS" clearly printed on each sheet for review and approval. If there was no change to the drawing, it shall be marked "RECORD DRAWING – NO CHANGE". All final Record Drawing sheets shall be certified, signed and sealed by the Contractor's surveyor.
- B. Additionally, the Contractor shall certify by stamping and signing each Record Drawing sheet indicating the fact that it has been reviewed and accepted.
- C. Initially, two (2) signed and sealed paper prints are to be submitted to the Project Manager for review. Following review by the Consultant and CITY, any comments are to be addressed. On final submission, the following items shall be provided:
 1. Two (2) sets of signed and sealed drawings (24 in. x 36 in.). If sent by mail or courier, the drawings shall be packaged in properly sized shipping tubes.
 2. PDF and AutoCAD electronic files on CD or DVD. All proposed data must be crossed out and the computer generated As-Built data must be easily identified and put on AutoCAD layers other than those used by the Design Engineer, with the text "ASB" preceding the layer name. A bold or different font and line weight may be used. A sample of record data must be added to the legend and shown on each plan/profile sheet.

- D. The electronic files submitted must be in PDF and AutoCAD 2010 or newer format. All digital files are to be copied on CD or DVD. All fonts and linetypes shall be from the standard AutoCAD library. Any attachments to drawings (i.e., XREFs, Images, CTB files, or any such attached files) shall be written to CD or DVD. Original layer states shall be saved in AutoCAD prior to making any changes to drawings using the Layer State Manager under the Layer Properties Manager dialog box. As a minimum requirement, electronic files must include all features that were shown on the approved construction plans.

- E. When identified on the Schedule of Bid Items as a separate pay item, Record Drawings shall be paid for once the FINAL project Record Drawings have been submitted to and accepted by the CITY and CONSULTANT.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

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SECTION 01710 – CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Contractor shall execute cleaning, during progress of the Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

- A. Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.
- B. Remove waste materials, debris and rubbish from the site as needed and dispose of at legal disposal areas away from the site.
- C. Contractor shall coordinate and cooperate with the CITY for the routine collection of garbage, debris and recycle materials by assuring access to oversized vehicles. If access to the property owner pick-up points, Contractor shall gather the collection bins, stage them in a pick-up area and then return to the individual property owners after the garbage and/or recycle has been picked-up.

3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.
 - B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.
- 3.03 FINAL CLEANING
- A. Employ skilled workmen for final cleaning.
 - B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
 - B. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 IN-PROGRESS PROJECT RECORD DOCUMENTS

A. All dimensions and annotations that are noted below shall be included on the progress and final Record Drawings. Contractor shall maintain on site one (1) record copy for the Consultant of the following as it progresses:

1. Drawings:
 - a. Trench bottom elevations
 - b. Top of bedding (when imported bedding is required)
 - c. Pipe invert at each structure
 - d. Station and off-set measurements including grate elevations for structures.
 - e. GPS coordinates/notations
 - f. Mapping of all soil density test results (pass and fail)
2. Specifications
3. Addenda.
4. Change Orders and other modifications of the Contract.
5. Consultant's Field Orders or written instructions.
6. Approved Shop Drawings, Working Drawings and Samples.
7. Field Test records.
8. Maintenance of Traffic (MOT) Plans
9. Construction photographs.

B. Related Requirements Described Elsewhere:

1. Field Engineering: Section 01050.
2. Shop Drawings, Working Drawings and Samples: Section 01340.

3. Construction Photographs: Section 01380.
4. Video and Photographic Site Survey: Section 01390

1.02 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 1. Depths of various elements of foundation in relation to finish first floor datum.
 2. Location of existing internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 3. Field changes of dimension and detail.
 4. Changes made by Field Order or by Change Order.
 5. Details not on original Contract Drawings.
 6. Equipment and piping relocations.
- D. Specifications and Addenda: Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.
 2. Product substitutions and alternates utilized.
 3. Changes made by Field Order or by Change Order.

1.02 SUBMITTAL

- A. At Contract closeout, deliver Record Documents to the Consultant for the CITY.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date.

2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile product data and related information appropriate for CITY's maintenance and operation of products furnished under Contract.
 - a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
2. Contractor shall instruct CITY's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Contract Closeout: Section 01700
2. Project Record Documents: Section 01720

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of the Section.
3. Skilled as technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by CITY's personnel.

B. Format:

1. Size: 8-1/2 inches x 11 inches.

2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of projects and major component parts of equipment.
 - b. Provide identified tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS".

List:

- a. Title of Project.
- b. Identity of separate structure as applicable.
- c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality three-post binders with durable and cleanable plastic covers.
2. Maximum post width: 2 inches.
3. When multiple binders are used, correlate the data into related consistent groups.

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 1. Contractor, name of responsible principal, address and telephone number.

2. A list of each project required to be included, indexed to content of the volume.
3. List, with each project, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement.
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specific product.
2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

D. Written test, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instruction of each procedure.
- E. Copy of each warranty, bond and service contract issued.
1. Provide information sheet for CITY's personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit **six (6) copies** of complete manual in final form to the CITY through the CONSULTANT.
- B. Content: for architectural products, applied materials and finishes:
1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Color and texture designations.
 - c. Information required for reordering special manufacturing products.
 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:
1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.

- c. Details of installation.
- 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: Respective sections of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit five (5) copies of complete manual in final form to the CITY through the CONSULTANT.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication required.
 - 5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As-installed control diagrams by controls manufacturer.
 9. Each contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic systems, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories and panelboards.
 - a. Electrical service
 - b. Controls
 - c. Communications
 3. As installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.

- b. Sequences required.
- c. Special operating instructions.
- 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
- 6. Manufacturer's printed operating and maintenance instructions.
- 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of CITY's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.07 SUBMITTAL SCHEDULE

- A. Submit two (2) copies of completed data in final form to the CITY through the CONSULTANT no later than thirty (30) days following the Consultant's review of the last shop drawing and/or other submittal specified under Section 01340.
 - 1. One copy will be returned with comments to be incorporated into final copies.
- B. Submit **six (6) copies** of approved manual in final form directly to the offices of the Consultant, within thirty (30) calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.
- C. Append six (6) copies of addendum to the operation and maintenance manuals as applicable and certificates as specified within thirty (30) days after final inspection and plant start-up test.

1.08 INSTRUCTION OF CITY'S PERSONNEL

- A. Fully instruct CITY's designated operating and maintenance personnel in

operation, adjustment and maintenance of products, equipment and systems.

- B. Review operating and maintenance manual with CITY's operating and maintenance personnel in full detail to explain all aspects of operations and maintenance.
- C. A list shall be provided to the CITY detailing the date, time and attendees of all training sessions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile specified warranties and bonds, as in the City of Lake Worth Contract Documents and as specified in these Specifications.

B. Related Work Described Elsewhere:

1. City of Lake Worth Contract Documents.
2. Contract Closeout: Section 01700.

1.02 SUBMITTAL REQUIREMENTS

- ##### A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

- ##### B. Number of original signed copies required: Two (2) each.

- ##### C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of warranty, bond or service and maintenance contract.
5. Duration of warranty, bond or service maintenance contract.
6. Provide information for CITY's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2 inches by 11 inches, punch sheets for standard three (3) post binder.
 - a. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three (3) post binder, with durable and cleanable plastic covers and maximum post width of two (2) inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the CITY.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under technical specifications for Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical and which has at least a 1 hp motor or which lists for more than \$1,000. The Consultant reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- D. The CITY shall incur no labor or equipment cost during the guarantee period.

- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01800 - MISCELLANEOUS WORK AND CLEANUP

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.
2. The work of this Section includes, but is not limited to, the following:
 - a. Restoring of driveways and fences.
 - b. Cleaning up.
 - c. Incidental work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART 3 - EXECUTION

3.01 RESTORING OF DRIVEWAYS AND FENCES

- A. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.
- B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Consultant shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Consultant.

3.02 CLEAN UP

- A. The Contractor shall remove all construction material, buildings, equipment

and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition.

3.03 INCIDENTAL WORK

- A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

SECTION 02230 - SITE CLEARING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.2 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the clearing work, as indicated on the drawings, as specified herein or both, except for items specifically indicated as NIC ITEMS in the drawings.
- B. Under this section, the CONTRACTOR shall do all clearing, grubbing, root-raking, and necessary clean-up operations in connection with the construction of the work and its related sitework.
- C. The work shall consist of the removal and disposal of trees, stumps, roots, limbs, brush, fences (chain link, wood, etc.), decorative or masonry walls, etc. from all project areas as designated on the drawings as specified herein, and as directed by the ENGINEER on the site. Fencing and walls removed shall be neatly placed on adjacent property if requested by CITY or property owner. Otherwise, the CONTRACTOR shall dispose of them offsite. Trees or shrubs shall be placed on adjacent property if requested by CITY or property owner.
- D. The CONTRACTOR shall remove all refuse, asphalt pavement, concrete pavement, glass, metal, stone, plaster, lumber, paper materials, and any and all trash found in clearing and adjacent areas as directed by the ENGINEER.
- E. The CONTRACTOR shall furnish all services, labor, transportation, materials, and equipment necessary for the performance of these operations. All clearing and cleanup operations shall be accomplished to the complete satisfaction of the CITY.
- F. The CONTRACTOR shall strip all existing topsoil and stockpile it on-site in locations approved by the OWNER's Representative. All topsoil material shall be stockpiled within a haul distance of 3,000 feet.

1.3 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain on OWNER's property, cleared materials shall become the CONTRACTOR's property and shall be removed from the site.

1.4 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on OWNER's premises where indicated.
- C. Notify utility locator service for area where Project is located prior to site clearing.
- D. CONTRACTOR shall verify existing grades prior to performing work under this section. If existing grades are at variance with the drawings, notify the OWNER and receive instructions prior to proceeding. No additional compensation will be considered resulting from grade variances once site clearing has commenced.
- E. All benchmarks and monuments shall be protected during construction. If disturbed or destroyed, they shall be replaced in original position by a licensed surveyor at the CONTRACTOR's expense.
- F. Protect areas outside limits of disturbance from encroachment by construction personnel or equipment, regardless of property ownership. Access shall be by specific, written permission or easement only.

PART 2 PRODUCTS

- 2.1 CONTRACTOR shall provide and use all necessary equipment and materials to perform work.

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide erosion control measures in accordance with Section 02370, Erosion Control, prior to any construction activity.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated. All trees and vegetation to remain shall be barricaded and protected during the construction process per Article 3.02 of this section.
- C. All trees and shrubs, unless indicated to be removed in the drawings, are to be protected from disturbance, per Article 3.02 of this section, during construction activities. Trees and shrubs indicated to be removed in the drawings not desig-

nated to remain within the area to be graded, whether shown or not on the drawings, shall be cut and the removal of stumps shall comply with Article 3.03 of this section. Burning on site is not permitted, unless otherwise approved by the OWNER and authorities having jurisdiction.

3.2 TREE PROTECTION

- A. Protect existing site improvements to remain, from damage during construction. Restore damaged improvements to their original condition, as acceptable to the OWNER.
- B. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
- C. Do not excavate within drip line of trees, unless otherwise indicated.
- D. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
- E. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by the OWNER.

3.3 TREE REMOVAL AND TREE PRESERVATION

- A. No trees shall be removed if located outside of the right-of-way.
- B. Within the rights-of-way, no trees with a trunk diameter of 3" or greater at 4-1/2' above grade shall be removed without the approval of the ENGINEER with the exception of Australian Pines, Meleleuca or Florida Holly. Trees shall be evaluated on an individual basis in accordance with following:
 - 1. Type and size of tree.
 - 2. Proximity to proposed and/or existing utility lines and/or exfiltration trench.
 - 3. Change in adjacent grades for swale excavation.
 - 4. Proximity to proposed sidewalk.
 - 5. Proximity to proposed edge of roadway.
 - 6. Living condition of the tree.

- C. If trees are determined to remain, Biobarrier shall be installed in accordance with the Biobarrier detail as shown on the Landscape Plans.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation within the limit of disturbance to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots, unless otherwise specified. In areas outside the building limits where the depth of fill exceeds 8 feet in height, unless otherwise directed by the OWNER, sound trees shall be cut at a height of not more than 6 inches above natural ground.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers and compact each layer to a density equal to adjacent original ground as in accordance with Section 02300, Earthwork.

3.5 TOPSOIL STRIPPING

- A. Strip topsoil to full depth encountered in areas indicated to be graded in a manner to prevent intermingling with underlying subsoil or waste materials.
- B. Stockpile sufficient topsoil material to facilitate seeding and landscaping. Stockpile away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water.
- C. Protect soil stockpiles as per Section 02370, Erosion Control and Slope Protection.

3.6 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable or excess topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off OWNER's property.

3.7 MEASUREMENT AND PAYMENT

- A. Measurement and payment for the item Site Clearing will be made per square yard and will include removal of existing vegetation and unwanted materials and grading per Section 01025.

END OF SECTION

SECTION 02270 - SEDIMENTATION AND EROSION CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

- A. Furnish all labor, materials, equipment and incidentals required and perform all installation, maintenance, removal and area cleanup related to erosion and sedimentation control work as shown on the Drawings and as specified herein. The work shall include, but not necessarily be limited to; installation of temporary access ways and staging areas, silt fences, stone filter boxes, stone filter berms, sediment removal and disposal, device maintenance, removal of temporary devices, temporary mulching, excelsior matting installation and final cleanup. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.2 RELATED WORK

- A. Section 01110 – Environmental Protection Procedures
- B. Section 01568 – Temporary Erosion and Sedimentation Control
- C. Section 01340 - Shop Drawings, Work Drawings, and Samples
- D. Section 02300 - Earthwork
- E. Section 02486 - Seed, Mulch and Fertilizer

1.3 SUBMITTALS

- A. Submit, in accordance with Section 01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES, within 10 days after award of Contract, technical product literature for all commercial products, including straw mulch tackifier, to be used for erosion and sedimentation control.

1.4 QUALITY ASSURANCE

- A. Be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the movement of sediment from the construction site to off site areas or into the stream system via surface runoff or underground drainage systems. Measures in addition to those shown on the Drawings necessary to prevent the movement of sediment off site shall be installed, maintained, removed, and cleaned up at the expense of the CONTRACTOR. No additional charges to the OWNER will be considered.
- B. Sedimentation and erosion control measures shall conform to the requirements outlined in the drawings and in The Florida Development Manual.

1.5 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. The Lump Sum item for NPDES Compliance shall include all Sediment and Erosion Control efforts included in this section with measurement and payment in accordance with Section 01025 - MEASUREMENT AND PAYMENT.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Crushed stone for sediment filtration devices, access ways and staging areas shall conform to FDOT "Standards and Specifications for Highway and Bridges".
- B. Berm structural stone shall be rip-rap as follows:
 - 1. Rip-rap shall be sound, durable rock which is roughly rectangular shape and of suitable quality to insure permanence in the condition in which it is to be used. Rounded stones, boulders, sandstone or similar soft stone will not be acceptable. Material shall be free from overburden, spoil, shale and organic material, meet the ENGINEER's approval and be well graded within the following limits:

Weight of Stone Percent Finer by Weight

40 lb	100
12 lb	50
3 lb	0

- C. Sediment Fence

1. Sediment fence shall be a prefabricated commercial product made of a woven, polypropylene, ultraviolet resistant material such as “Envirofence” by Mirafi Inc., Charlotte, NC or equal.
- D. 1/4-in woven wire mesh for filter boxes shall be galvanized steel or hardware cloth.
- E. Straw mulch shall be utilized on all newly graded areas to protect areas against washouts and erosion. Straw mulch shall be comprised of threshed straw of oats, wheat, barley, or rye that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment.
- F. Latex acrylic copolymer, or organic tackifier shall be a commercial product specifically manufactured for use as straw mulch tackifier.
- G. An asphalt tackifier shall only be used when temperatures are too low to allow the use of a latex acrylic copolymer and only with prior written approval from the Project Manager and Engineer.
- H. Erosion control blanket shall be installed in all seeded drainage swales and ditches as shown on the Drawings or as directed by the ENGINEER. Erosion control blanket shall be 100 percent agricultural straw matrix stitch bonded with degradable thread between two photodegradable polypropylene nettings, such as Model S150 Double Net Short-Term Blanket (10 months) by North American Green, Evansville, IN or equal.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Sediment Fence Installation
 1. Sediment fences shall be positioned as indicated on the Drawings and as necessary to prevent off site movement of sediment produced by construction activities as directed by the Project Manager and Engineer.
 2. Dig trench approximately 6-in wide and 6-in deep along proposed fence lines.
 3. Drive stakes, 8-ft on center (maximum) at back edge of trenches. Stakes shall be driven 2-ft (minimum) into ground.
 4. Hang filter fabric on posts carrying to bottom of trench with about 4-in of fabric laid across bottom of trench. Stretch fabric fairly taut along fence length and maintain secure both ways.

5. Backfill trench with excavated material and tamp.
 6. Install pre-fabricated silt fence according to manufacturer's instructions.
- B. Construct filter boxes as detailed on the Drawings, from 1/4-in woven wire mesh or hardware cloth and wood. Fill with crushed stone and place over all drop inlets and manholes to storm drain system as each inlet is completed. This should be done prior to setting casting, if there is a delay between installation of inlet structures or drain manholes and setting of castings. An alternate method is to ring each inlet with a sediment fence.
- C. Stone Filter Berm Installation
1. Place berm structural stone across channel just below lower sandbag wall at work area. Face upstream side of structural berm with crushed stone.
- D. Staging areas and access ways shall be surfaced with a minimum depth of 4-in of crushed stone.

3.2 MAINTENANCE AND INSPECTIONS

- A. Inspections
1. The CONTRACTOR shall make a visual inspection of all erosion and sedimentation control devices once per week and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment to offsite areas, promptly install additional devices as needed. Sediment controls in need of maintenance shall be repaired promptly.
- B. Device Maintenance
1. Sediment Fences
 - a. Remove accumulated sediment once it builds up to 1/2 of the height of the fabric.
 - b. Replace damaged fabric, or patch with a 2-ft minimum overlap.
 - c. Make other repairs as necessary to ensure that the fence is filtering all runoff directed to the fence.
 2. Filter Boxes
 - a. Replace crushed stone when it becomes saturated with silt.

3. Stone Filter Berm

- a. Muck out trapped silt from dewatering operations when it has built up to within 6-in of the top of the berm.
 - b. Replace crushed stone filter when saturated with silt.
4. Add crushed stone to access ways and staging area as necessary to maintain a firm surface free of ruts and mudholes.

3.3 TEMPORARY MULCHING

- A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 30 days of the completion of rough grading.
- B. Straw mulch shall be applied at rate of 100 lbs/1000 sq ft and tackified with latex acrylic copolymer at a rate and diluted in a ratio per manufacturer's instructions.

3.4 EROSION CONTROL BLANKETS

- A. Erosion control blankets shall be installed in all seeded drainage swales and ditches as shown on the Drawings and as directed by the Project Manager and Engineer in accordance with manufacturer's instructions. The area to be covered shall be properly prepared, fertilized and seeded with permanent vegetation before the blanket is applied. When the blanket is unrolled, the netting shall be on top and the fibers in contact with the soil over the entire area. The blankets shall be applied in the direction of water flow and stapled. Blankets shall be placed a minimum of three rows (of 4-ft) wide (total approx. 12-ft width) within the drainage swale/ditch and stapled together in accordance with manufacturer's instructions. Side overlaps shall be 4-in minimum. The staples shall be made of wire, .091-in in diameter or greater, "U" shaped with legs 10-in in length and a 1-1/2-in crown. Commercial biodegradable stakes may also be used with prior approval by the Project Manager and Engineer. The staples shall be driven vertically into the ground, spaced approximately two linear feet apart, on each side, and one row in the center alternately spaced between each side. Upper and lower ends of the matting shall be buried to a depth of 4-in in a trench. Erosion stops shall be created every 25-ft by making a fold in the fabric and carrying the fold into a silt trench across the full width of the blanket. The bottom of the fold shall be 4-in below the ground surface. Staple on both sides of fold. Where the matting must be cut or more than one roll length is required in the swale, turn down upper end of downstream roll into a slit trench to a depth of 4-in. Overlap lower end of upstream roll 4-in past edge of downstream roll and staple.
 1. To ensure full contact with soil surface, roll matting with a roller weighing 100 lbs/ft of width perpendicular to flow direction after seeding, placing matting and

stapling. Thoroughly inspect channel after completion. Correct any areas where matting does not present a smooth surface in full contact with the soil below.

3.5 PERFORMANCE

- A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida or the Federal Government, Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

3.6 REMOVAL AND FINAL CLEANUP

- A. Once the site has been fully stabilized against erosion, remove sediment control devices and all accumulated silt. Dispose of silt and waste materials in proper manner. Re-grade all areas disturbed during this process and stabilize against erosion with surfacing materials as indicated on the Drawings.

END OF SECTION

SECTION 02300 - EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Soil Materials
- B. Execution
- C. Examination
- D. Preparation
- E. Project Conditions
- F. Excavation
- G. Placement and Compaction
- H. Frequency of Tests
- I. Finish / Final Grading
- J. Protection of Finished Work
- K. Layout and As-Built Survey

1.2 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01025 - Measurement and Payment Procedures
- C. Section 01400 - Quality Requirements
- D. Section 01700 – Contract Closeout

1.3 REFERENCES

- A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.

- B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
- D. ASTM D2922 - Standard Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).
- E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 - MEASUREMENT AND PAYMENT

Material that is excavated for the purpose of installing water mains and service connections, force mains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. This backfill material shall be considered as incidental to the item installation.

1.5 SUBMITTALS

- A. As specified in Part 2 below.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. All fill material shall be approved by the Project Manager and ENGINEER. CONTRACTOR shall notify the Project Manager and ENGINEER one (1) week in advance of providing imported material, shall provide one (1) cubic yard sample and the results of a signed and sealed proctor test for the material.
- B. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.
- C. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

- D. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.
- E. Fine Aggregate shall conform to FDOT Specification 902.
- F. Sub-base, Backfill, and Fill Materials: Satisfactory soil materials free of clay, debris, waste, vegetation, rock or gravel larger than 2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

- A. Geotextile Fabric: Non-biodegradable, woven or non-woven depending of the application and as per FDOT specification Section 514 and 985.

PART 3 EXECUTION

3.1 FIELD QA/QC

- A. Verify that survey benchmark and intended elevations for the Work are as indicated.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Locate, identify (stake and flag), and protect utilities that remain, from damage.
- C. Notify utility owner to remove and/or relocate utilities if required and not part of the project.
- D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 PROJECT CONDITIONS

- A. Site Information: Subsurface soil investigation report (if performed) will be made available for review. Data on indicated subsurface conditions is not intended as representative or a warranty of accuracy or continuity between soil borings. It is expressly understood that OWNER will not be responsible for interpretations or conclusions drawn there from by

CONTRACTOR. Data is made available only for convenience of CONTRACTOR.

- B. Additional test borings and other exploratory operations may be performed by CONTRACTOR, at the CONTRACTOR's option; however, no change in the Contract Sum will be authorized for such additional exploration.
- C. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
- D. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.
- E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.
- F. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- G. Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.
- H. Use of Explosives: Use of explosives is not permitted.
- I. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
- J. Operate warning lights as recommended by authorities having jurisdiction.
- K. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- L. Perform excavation by hand within drip line of large trees to remain. Protect root systems from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

3.4 EXCAVATION

- A. Excavation is unclassified and includes excavation to subgrade elevation indicated, regardless of character of materials and obstructions encountered.

3.5 PLACEMENT AND COMPACTION

- A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:
 - 1. Structures, (10' outside building lines) Building Slabs and Steps: Compact top 24 inches of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.
 - 2. Pavements: Compact top 12" of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.
 - 3. Lawn or Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor maximum dry density.
 - 4. Walkways: Compact top 6 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor maximum dry density.

3.6 FREQUENCY OF TESTS

- A. Berms: Every 200 feet per lift.
- B. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.
- C. Proof roll compacted fill surfaces under slabs-on-grade, pavers, paving, and other appurtenances as required.
- D. The CONTRACTOR is to “map” all density test results on the Record Drawings on each day when field tests are performed. CONTRACTOR’s testing laboratory shall leave a copy of the day’s density testing results on site.
- E. CONTRACTOR is to instruct their Testing Lab to copy the Project Manager on all Test Reports.

3.7 FINAL AND FINISH GRADING

- A. Final grading shall be performed and the grades shaped to match existing. Except as otherwise indicated or specified, finish grades shall be flush with the edges of existing paving, etc. Excess materials not utilized for final and finish grading shall be removed from the site and disposed of off site at suitable and appropriate disposal areas.
- B. Upon project completion all areas of the site limits and adjacent areas affected by the project shall be completely cleaned of all debris.

3.8 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to vehicular traffic.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.9 LAYOUT AND "AS BUILT" SURVEY

- A. Tolerances:
 - 1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.
 - 2. Top surface of berms or other stormwater containment earthworks shall be plus 0.10, minus 0.00 foot of the required elevations.
- B. Layout for all construction improvements, paved and surface areas and other appurtenances to be constructed shall be performed by CONTRACTOR in strict accordance with drawings and work performed shall ensure true lines, angles, and elevations. All angles, lines, grades, and elevations shall be thoroughly checked by CONTRACTOR.

- C. Upon completion of placement of construction improvement, paved and surfaced areas, the CONTRACTOR shall provide OWNER and ENGINEER with a complete and accurate "As-Built" Survey. A surveyor registered in State of Florida shall perform "As-Built" Survey. "As-Built" Survey shall indicate exact horizontal and vertical location (relative to property lines and N.G.V.D.) of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, and swales. All of the spot elevations shown on the paving and drainage plans shall be measured and the individual "As-Built" grades shall be included on the "As-Built" Survey.
- D. Additionally, where grading between any two elevations on the plan has not been constructed at a uniform slope, then sufficient "As-Built" information shall be included to provide a true representation of the constructed grading conditions. In addition to the information outlined above, the "As-Built" Survey shall include cross section elevations at 50-foot stations of all swales, lakes, roadways and drainage retention area (including banks, berms, bottom and transitions) constructed or improved. All elevations shown on the "As-Built" Survey shall be accurate to the nearest hundredth of a foot.

END OF SECTION

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SECTION 02320 - TRENCHING AND EXCAVATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Definitions
- B. Field Measurements
- C. Fill Materials
- D. Preparation
- E. Dewatering and Drainage
- F. Excavation
- G. OSHA Safety Compliance
- H. Field Quality Control
- I. Pavement Removal and Replacement

1.2 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 01025 - Measurement and Payment Procedures
- C. Section 01400 - Quality Requirements
- D. Section 02300 – Earthwork
- E. Section 02322 – Dewatering and Drainage
- F. Section 02324 - Backfill
- G. Section 02740 – Subgrade, Base Course and Asphalt Pavement

1.3 REFERENCES

- A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop

- B. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- C. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method
- D. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [6,000 ft-lbf/ft³ (2,700 kN-m/m³)]
- E. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
- F. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- G. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Unit pricing will only be considered for special trenching requirements not associated with utility installations. If required and as approved by Project Manager, a Change Order will be issued to authorize payment to the CONTRACTOR for special trenching.

1.5 SUBMITTALS

Not used.

1.6 DEFINITIONS

- A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal or reuse of materials removed.
- B. Additional Excavation: If the ENGINEER believes that the existing soil at subgrade will not support the planned construction, the ENGINEER may order additional excavation and replacement of the unsuitable material with select material.
- C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of ENGINEER. Unauthorized excavation, as well as remedial work directed by ENGINEER, shall be at CONTRACTOR's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to ENGINEER.

In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by ENGINEER.

- D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.
- E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.
- F. Utility: Any buried pipe, duct, conduit, cable or structure.

1.7 FIELD MEASUREMENTS

- A. Verify that survey benchmark, control points, and intended elevations for the Work are as shown on drawings.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.
- B. Fine Aggregate Type FDOT Specification for Road and Bridge Construction Section 902
- C. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) shall be used in the identification, classification and acceptance of fill materials.

- 2.2 Concrete: Lean concrete Class 1 conforming to Section 03300 CAST-IN-PLACE CONCRETE with a compressive strength of 2,500 psi, unless otherwise noted on the construction plans.

2.3 ACCESSORIES

- A. Geotextile Fabric: Non-biodegradable, non-woven or woven based on the application and per FDOT specification Section 514 and Section 985.

PART 3 EXECUTION

3.1 PROJECT CONDITIONS

- A. Site Information: Soft digs were performed to identify existing watermain depth and location. Subsurface soils investigation and report was not performed. Data provided on the drawings and associated condition is not intended as representative or a warranty of accuracy. It is expressly understood that OWNER will not be responsible for interpretations or conclusions drawn by CONTRACTOR from the data provided. Data is made available only for convenience of CONTRACTOR.
- B. Test borings and other exploratory operations may be performed by CONTRACTOR, at the CONTRACTOR's option; however, no change in the Contract Sum will be authorized for such additional exploration.
- C. Existing Utilities: CONTRACTOR to locate all existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
- D. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.
- E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project Record Drawings with vertical and horizontal coordinates.
- F. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- G. Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.
- H. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- I. Use of explosives is not permitted.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.

- B. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.
- C. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Maintain and protect above and below grade utilities that are to remain.
- E. Cut out soft areas of subgrade not capable of compaction in place. Backfill with approved materials as specified in Part 2 above.
- F. Dewatering, when and where required due to the groundwater elevation relative to the bottom of the excavation or subgrade (in the case of roadway construction) shall be performed in accordance with Section 02322 DEWATERING AND DRAINAGE.

3.3 EXCAVATION

- A. Prior to commencement of trenching and/or excavation, the CONTRACTOR shall physically locate all underground utilities as shown on the project construction drawings or as marked by Sunshine One Call or the underground utility owners. This information shall be provided to the Project Manager prior to trenching and excavation.
- B. Perform all excavation to depths indicated or as specified. During excavation, pile material suitable for backfilling in an orderly manner a sufficient distance from banks of trench to avoid overloading and to prevent slides or cave-ins. Unsuitable backfill material shall be identified and segregated from suitable backfill material and shall be removed from the project site by the CONTRACTOR at no expense to the OWNER.
- C. The bottom of the excavations shall be firm and dry and in all respects acceptable to the Project Manager and ENGINEER.
- D. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. The trench may be excavated by machinery to, or just below the designated subgrade, provided that material remaining in the bottom of the trench is no more than slightly disturbed. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by screened gravel fill as required by the Project Manager and ENGINEER at the CONTRACTOR's expense.
- E. The length of open trench shall be related closely to the rate of pipe lay. Accurately grade bottom of excavations to provide uniform bearing and support for the item being installed on undisturbed soil at every point along its entire load

bearing sections, except for portions of pipe sections where it is necessary to excavate for bell holes and for proper sealing of pipe joints.

- F. Where pipe is to be laid directly on the trench bottom, final excavation at the bottom of the trench shall be performed manually, providing a flat bottom true to grade upon undisturbed or slightly disturbed material.
- G. Grade area to prevent surface water from flowing into trenches or other excavations, and remove any water accumulating therein by pumping or by other approved methods.
- H. Correct areas over excavated in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.
- I. Where encountered in trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4 inches. All undercut excavations shall be backfilled and tamped with materials as specified in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.
- J. Dig bell holes and depressions for joints after trench bottom has been graded and only of such length, depth, and width as required for properly making particular type of joint, so that pipe rests on prepared bottom for as nearly to its full length as practicable.
- K. Where wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and ENGINEER, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along the trench walls until the trench stabilization has been placed to the proper grade. The ends of the filter fabric shall be overlapped prior to placing the pipe.
- L. For Public Water Distribution Systems, Force Mains, Sanitary Sewers and Storm Drainage: Provide width of trench, at and below top of the pipe, with a clear space between barrel of pipe and trench wall as required by the pipe manufacturer recommendations. As a minimum, the distance between the pipe barrel and the trench wall shall not be less than 24-inches on both sides. This spacing does not apply to exfiltration trenches and the exfiltration trench width shall be as shown on the project construction drawings. The pipe shall rest firmly on undisturbed soil or pipe bedding material for as nearly to the full length of barrel as proper jointing operations will permit.
- M. Electrical Ducts or Cables: Provide trenches for cables or duct of a depth that will provide not less than 2 feet of cover below finished grade. Cut trenches for cables to an over depth of not less than 3 inches. Use select backfill material for not less than 3 inches bedding and 3 inches backfill over cable.

- N. Excavation for Appurtenances: Make sufficient excavation for manholes and similar structures to leave at least 18-inches of clearance between their outer surfaces and embankment or timber which may be used to hold and protect banks. Consider any over depth excavation below such appurtenances that has not been directed by Project Manager or ENGINEER as unauthorized and fill with sand, gravel, or concrete as directed by the Project Manager or ENGINEER and at expense of CONTRACTOR.
- O. Do not interfere with 45° bearing splay of foundations.
- P. Excavations shall not be left open overnight.

3.4 DISPOSAL OF MATERIALS

- A. Excavated material shall be stacked without excessive surcharge on the trench bank or obstructing free access to hydrants and gate valves. Inconvenience to traffic and adjacent property owners/users shall be avoided as much as possible. Excavated material shall be segregated for use in backfilling as specified below.
- B. It is expressly understood that no excavated material shall be removed from the site of the work or disposed of, except as directed by the Project Manager and ENGINEER. When removal of surplus materials has been approved by the Project Manager and ENGINEER, dispose of such surplus material in approved designated areas.
- C. Should conditions make it impracticable or unsafe to stack material adjacent to the trench, the material shall be hauled and stored at a location provided. When required, it shall be re-handled and used in backfilling the trench.

3.5 OSHA SAFETY COMPLIANCE

- A. Description: The use of trench box or other approved means to comply with the Florida Trench Safety Act (Chapter 90-96, Laws of Florida), and OSHA Trench Safety Standards, shall be used where excavation exceeds 5 feet in depth. CS/HB 3183 called for the OSHA revised excavation safety standards (29 C.F.R. S 1926.650, Subpart P) to be the safety standards for work under this section.
- B. Requirements: The Contract bid submitted by the CONTRACTOR who will perform such excavation shall include:
 - 1. A reference to the trench safety standards that will be in effect during the period of construction.
 - 2. Written assurance that such CONTRACTOR will comply with the applicable trench safety standards.

3. A unit price quotation on the appropriate line item identifying the cost of compliance (as established in the Summary of Bid Items).
4. Slope slides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

C. Execution by CONTRACTOR

1. The CONTRACTOR performing trench excavation shall, as a minimum, comply with the excavation safety standards, which are applicable to this project.
2. Adhere to any special shoring requirements, if any, of the State or other political subdivisions, which may be applicable to such a project.
3. The CONTRACTOR shall consider all geotechnical information, including his own site investigation, in his design of the trench safety system he will employ on the project. The CONTRACTOR shall submit his design to the Project Manager at the Pre-Construction Conference.
4. Trenches and excavations shall not be left open overnight without the written authorization of the Project Manager. All trenches and excavations within 6-feet of the edge of roadway shall be backfilled and properly compacted or trench-plated by the CONTRACTOR. In either case, the CONTRACTOR shall place type II lighted barricades and snow fence around the trench/excavation at the end of each working day.
5. Trenches or excavations that reduce the roadway or travel lane width shall be backfilled with suitable sub-grade material and road rock. If the temporary reinstatement is to be in place longer than 48 hours, the roadway shall backfilled and trench-plated by the CONTRACTOR. In either case, the CONTRACTOR shall place type II lighted barricades adjacent to the roadway impact area(s).

3.6 SHEETING AND BRACING

- A. The CONTRACTOR shall provide all trench and structural bracing, sheeting, or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed during backfilling operations. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

- B. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and backfill.
- C. When installing pipe, trench boxes, moveable sheeting, shoring or plates that extend below the mid diameter of the pipe shall be raised to the mid diameter of the pipe before they are moved forward or removed from the excavation. As trench boxes, moveable sheeting, shoring or plates are raised and moved, suitable backfill material shall be placed to fill any voids created and the backfill shall be re-compacted and density tested to provide and confirm uniform side support for the pipe. Refer to Section 02324 BACKFILL for additional information and requirements.
- D. The cost for use of trench boxes and/or steel sheeting will be included in the bid items for pipe and structures and shall include full compensation for driving, bracing and later removal of sheeting.
- E. All sheeting and bracing shall be carefully removed in such manner as not to endanger the construction of other structures, utilities, or property, whether public or private. All voids left after withdrawal of sheeting and/or bracing shall be immediately refilled with suitable backfill materials by ramming with tools especially adapted to that purpose. Compaction and density verification testing is required.

3.7 PROTECTION OR REMOVAL OF UTILITY LINES

- A. Prior to construction the CONTRACTOR shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of his proposed work), to determine possible conflicts. By starting underground constructions, the CONTRACTOR has agreed that they are fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.
- B. Information provided on the plans may be used as an approximate guide to assist the CONTRACTOR, however, the CONTRACTOR shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of his work.
- C. Existing structures reflect the best available information, but it shall be the CONTRACTOR's responsibility to acquaint him with all information and to avoid conflict with existing conditions. Protect all existing utility lines that are to be

retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at CONTRACTOR's expense.

- D. Existing Utility Lines to be Retained: Repair damaged lines that are not shown on drawings, or locations of which are not known to CONTRACTOR in sufficient time to avoid further damage.
- E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.
- F. Prior to commencement of any excavation, the CONTRACTOR shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

3.8 BACKFILL

- A. Refer to Section 02324 BACKFILL for backfill, compaction and density testing requirements.

3.9 FIELD QUALITY CONTROL

- A. Section 01400 QUALITY REQUIREMENTS.
- B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest. Refer to Section 01025 MEASUREMENT AND PAYMENT.
- D. Frequency of Density Tests: Refer to Section 02324 BACKFILL.

3.10 PROTECTION OF FINISHED WORK

- A. Maintain the elevations and contours of berms, ponds and embankments during construction.
- B. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.11 PAVEMENT, REMOVAL, AND REPLACEMENT

- A. Removal: Where it is necessary to cut existing pavement, curbs, gutters, make saw cut with neat, parallel straight lines, at least 2 feet wider than trench width on

each side of trench; approved dust control measures shall be implemented by the CONTRACTOR when cutting roadways and curbs.

- B. Replacement: Replace pavement, curbs and gutters, and sidewalks to same cross section as original, except when otherwise detailed on the project construction drawings, using materials same as original construction. Replace no pavement until trench has been backfilled, compacted and accepted as specified herein.
- C. Temporary Surfaces: For temporary road surface, use temporary asphalt (preferred) or crushed stone (to be watered at least 3 times a day including weekends), as approved. One-way traffic must be maintained at all times and street must be fully opened to traffic as quickly as possible. The temporary surface or permanent pavement shall be placed no later than 2 days after the trench backfilling. Completely remove temporary materials and dispose when permanent pavement is replaced.

END OF SECTION

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SECTION 02322 - DEWATERING AND DRAINAGE

PART 1 GENERAL

1.1 STATUTORY REQUIREMENTS

- A. CONTRACTOR is responsible to obtain and pay for all permits required for temporary dewatering and drainage systems as required by the appropriate authorities having jurisdiction over the work.
- B. Original permits shall be prominently displayed on the site prior to constructing dewatering and drainage systems.

1.2 SCOPE OF WORK

- A. Furnish, install, operate, monitor, maintain and remove temporary dewatering and drainage systems as required and lower and maintain groundwater levels a minimum of 2 feet below sub-grades of excavations. Continuously maintain excavations free of water, regardless of source, and until backfilled to final grade. Prevent surface water runoff from entering or accumulating in excavations.
- B. Furnish the services of a licensed professional engineer registered in the State of Florida, to prepare dewatering and drainage system designs and submittals.
- C. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or "on-site" retention ponds that secondarily discharge to these surface water systems.
- D. Repair damage caused by dewatering and drainage system operations.
- E. Remove temporary dewatering and drainage systems when no longer needed. Restore all disturbed areas.
- F. Furnish, install, monitor, maintain and remove groundwater observation wells (piezometers) as specified herein.]

1.3 RELATED SECTIONS

- A. Section 01010 – Summary of Work

- B. Section 01110 – Environmental Protection Procedures
- C. Section 01025 - Measurement and Payment
- D. Section 01400 - Quality Requirements
- E. Section 02300 – Earthwork
- F. Section 02320 – Trenching and Excavation
- G. Section 02324 - Backfill

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. There is no unit pricing for this work and all on-site dewatering and drainage shall be considered to be incidental to the cost of the associated pay item(s).
- B. If identified in the Schedule of Bid Items, the cost of securing a General Water Use Permit from the South Florida Water Management District shall be reimbursed as an Allowance in accordance with Section 01025 MEASUREMENT AND PAYMENT.

1.5 SUBMITTALS

- A. Submit, in accordance with Section 01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES the temporary dewatering and drainage system plan and design. At the discretion of the OWNER, dewatering and drainage system designs shall be prepared by a licensed professional engineer, registered in the State of Florida, having a minimum of 5 years of professional experience in the design and construction of dewatering and drainage systems. The submittal will be for authorization to make formal permit application to the South Florida Water Management District for the General Water Use Permit. The CONTRACTOR shall be responsible for adequacy and safety of construction means, methods and techniques.

1.6 DEFINITIONS

- A. Wellpoint: A dewatering system utilizing wellpoints to extract surrounding groundwater in the area of trenching/excavating in order to maintain the operation in a dry condition for preparation of the trench bottom, for pipe laying, placement of bedding material and/or backfill, compaction and density testing.
- B. A dry excavation / trench: Shall be defined as the in situ soil moisture content is no more than two percentage points above the optimum moisture content for that general soil.

PART 2 PRODUCTS

2.1 Pump Drivers

- A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. CONTRACTOR shall demonstrate, measure and record the dB levels at the time of initial set-up. The CONTRACTOR shall record dB levels weekly.

PART 3 EXECUTION

3.1 GENERAL

- A. Protection of Property - CONTRACTOR shall make an assessment for dewatering induced settlement and shall provide devices or systems, including but not limited to re-injection wells, infiltration trenches and cutoff walls, necessary to prevent damage to existing facilities, completed Work and adjacent facilities.
- B. Control surface water and groundwater such that excavation to final grade is made in the dry, and bearing soils are maintained undisturbed. Prevent softening, or instability of, or disturbance to, the sub-grade due to water seepage.
- C. Provide protection against flotation for all work.
- D. The impact of anticipated subsurface soil/water conditions shall be considered when selecting methods of excavation and temporary dewatering and drainage systems. Through the use of groundwater observation wells (piezometers), where groundwater levels are found not to be at least 2 feet below the proposed bottoms of excavations, a pumped dewatering system is required for pre-drainage of the soils prior to excavation and for maintenance of the lowered groundwater level until construction has been completed to such an extent that the foundation, structure, pipe, conduit, or fill will not be floated or otherwise damaged. Type of dewatering system, spacing of dewatering units and other details of the work are expected to vary with soil/water conditions at a particular location.
- E. Wellpoints shall not be set in such a way that undermines or jeopardizes paved areas; if the setting of wellpoints undermines or impacts paved areas, the impacted areas shall be removed and restored equal to or better than their original condition at the expense of the CONTRACTOR.

- F. Pipe and conduit shall not be installed in water or allowed to be submerged prior to backfilling. Pipe and conduit which becomes submerged shall be removed and the excavation dewatered and restored to proper conditions prior to reinstalling the pipe and conduit

3.2 SURFACE WATER CONTROL

- A. Control surface water runoff to prevent flow into excavations. Provide temporary measures such as dikes, ditches and sumps.

3.3 GROUNDWATER OBSERVATION WELLS (PIEZOMETERS) FOR DEEP EXCAVATION

- A. Groundwater observation wells (piezometers) shall be installed for monitoring groundwater levels before and during construction / installation of pipelines, foundations and structures that are more than one foot below the existing groundwater table. A minimum of one well for every 100 feet of pipeline and two wells at each foundation or structure in locations accepted by the ENGINEER. Observation wells shall be designed and installed in such a manner as to provide an accurate and reliable indication of the groundwater levels adjacent to the pipelines, foundations and structures.
- B. Each observation well shall be installed in a 2½ inch diameter bore hole extending at least 4-ft below the invert of the pipeline, foundation or structure. Backfill the annular space surrounding the intake and casing with filter sand especially processed for this purpose. Cap the top of the well to prevent infiltration of surface water.
- C. Maintain observation wells until pipelines, foundations and structures are backfilled. Observe and record daily the groundwater elevation in each well. Furnish measurements daily to the Project Manager. Periodically verify observation well accuracy by adding water to the well and recording the drop in level from the time the water was added. Redevelop plugged observation wells to maintain accuracy and reliability of groundwater level indication.
- D. Excavation work shall not be performed until the readings obtained from the observation wells indicate that the groundwater has been lowered at least 2 feet below the bottom of the sub-grade within the limits of excavation.

3.4 DISPOSAL OF DRAINAGE WATER

- A. All water discharged from temporary dewatering and drainage systems shall be disposed of in accordance with the sedimentation and control plans as specified in Section 01025 ENVIRONMENTAL PROTECTION PROCEDURES. Existing or

new sanitary sewer systems shall not be used to dispose of drainage without written authorization from the Project Manager.

- B. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or “on-site” retention ponds that secondarily discharge to these surface water systems.

3.5 DEWATERING

- A. All State and local permits associated with dewatering are the responsibility of the CONTRACTOR.
- B. Dewatering systems shall be designed to allow for localized variations in the depths of the excavations.
- C. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding areas. All pumping and drainage shall be done with no damage to property or structures and without interference with the rights of the public, owners of private property, pedestrians and vehicular traffic.
- D. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub-grades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- E. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.
- F. Dewatering shall be accomplished well enough in advance of excavation to ensure that groundwater is already lowered prior to completing the final excavation to finish grade.
- G. Lower and maintain groundwater level a minimum of two (2) feet below bottom of excavation during placement and compaction of bedding material and foundation soils and during placement and compaction of fill and back-fill material.

- H. Excavations for foundations and structures shall be maintained in-the-dry for a minimum of 4 days after concrete placement. In no event shall water be allowed to enter an excavation and rise to cause unbalanced pressure on foundations and structures until the concrete or mortar has set at least 24 hours.
- I. Dewatering and drainage operations shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the sub-grade at the bottom of the excavation. If the sub-grade becomes disturbed for any reason, the unsuitable sub-grade material shall be removed and replaced with concrete, compacted granular fill, or other approved material to restore the bearing capacity of the sub-grade to its original undisturbed condition at no additional cost to the OWNER.

3.6 DAMAGE RESTORATION

- A. Damage restoration: The CONTRACTOR shall be responsible for any heaving, settlement and/or separation of pavement that results from the dewatering operations. A damage restoration/remediation plan will be required for review and authorization to proceed.

3.7 RESTORATION OF DEWATERING ACTIVITIES

- A. As the wellpoints are withdrawn, the locations of the voided areas shall immediately backfilled by jetting approved backfill material into the voids until they are completely filled. These restored wellpoint voids are subject to random density verification testing.

END OF SECTION

SECTION 02324 - BACKFILL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Materials
- B. Execution
- C. Examination
- D. Preparation
- E. Bedding
- F. Backfilling
- G. Field Quality Control
- H. Compaction
- I. Frequency of Tests

1.2 RELATED SECTIONS

- A. Section 01025 - Price and Payment Procedures
- B. Section 01340 – Shop Drawings, Working Drawings and Samples
- C. Section 01400 - Quality Requirements
- D. Section 02060 - Aggregate
- E. Section 02300 – Earthwork
- F. Section 02320 – Trenching and Excavation
- G. Section 02322 – Dewatering and Drainage
- H. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

- A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.
- B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
- D. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Material that is excavated for the purpose of installing water mains and service connections, force mains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. The use of the in-situ material as backfill material shall be considered as incidental to the item installation.
- B. Fill Type – Fine Aggregate : By the cubic yard. Includes excavating existing subsoil, supplying fill materials, stockpiling, scarifying substrate surface, placing where required, and compacting.
- C. Structural Fill Type – Course Aggregate : By the cubic yard. Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.
- D. Concrete (Flowable) Fill: For “areas”, by the cubic yard, and for grout filling of abandoned pipe, by the linear foot. Includes supplying materials, forming, mixing, and placing (and curing where required).

PART 2 PRODUCTS

2.1 FILL MATERIALS - GENERAL

- A. All fill material shall be approved by the Project Manager and ENGINEER. CONTRACTOR shall notify the Project Manager and Engineer one week in advance of providing imported material, shall provide a 1 cubic yard sample and the results of a signed and sealed proctor test and material classification report for the material to the Project Manager and ENGINEER.

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- B. Materials generated from the on-site excavations or imported from an off-site source may be utilized for backfill of pipeline and associated structure excavations provided the materials consist of relatively clean sands or reasonably well graded, relatively clean sand-gravel mixtures that are free of timber, roots, clods, construction demolition debris, rubbish, trash or other deleterious matter. The materials shall have a maximum size of 1 inch, have not more than 10 percent passing the US Standard No. 200 Sieve and contain not more than 2 percent (by weight) of organic matter.
- C. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.
- D. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- E. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.
- F. Fine Aggregate shall conform to FDOT Specification 902.
- G. Subbase, Backfill, and Fill Materials: Satisfactory soil materials free of clay, debris, waste, vegetation, rock or gravel larger than 2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

- A. Geotextile Fabric: Non-biodegradable, non-woven or woven, depending on the application as per FDOT Specification Section 514 and 985.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect the area to be backfilled to assure that all preceding work activities have been completed and accepted, otherwise, the CONTRACTOR will be “at risk” until the preceding work has been accepted by the Project Manager.

3.2 DEFINITION OF BACKFILL ZONES

- A. Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 6-inches of the bottom of the pipe.
- B. Bedding Zone: The zone above the lowest zone is the Bedding Zone. Usually it will be backfill which is the 6-inches, or the thickness identified on the project

Backfill

construction drawings, of soil below the bottom of the pipe. If the bedding zone has been constructed (vs. undisturbed in-situ material), the Bedding Zone shall be placed in lifts no greater than 6-inches (compacted thickness).

- C. Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12-inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe. The Cover Zone shall be placed in lifts no greater than 6-inches (compacted thickness).
- D. Top Zone: The Top Zone extends from 12-inches above the top of the pipe to the base or final grade. The Top Zone shall be placed in lifts no greater than 12-inches (compacted thickness).

3.3 BACKFILL FOR PIPELINES

A. LOWEST ZONE

- 1. When over-excavation is required due to unforeseen site conditions backfill of the over-cut shall have a minimum thickness of 6-inches and shall be manually or mechanically tamped to simulate comparable density to that of the native soils.

B. BEDDING ZONE

- 1. Excavate pipe trench in accordance with Section 02320 TRENCHING AND EXCAVATION for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.
- 2. If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Bedding Zone materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor where applicable.
- 3. If required, bedding material shall be placed to provide uniform support along the bottom of the pipe and to place and maintain the pipe at the proper elevation. The initial layer of bedding placed to receive the pipe shall be brought to the grade and dimensions indicated on the project construction drawings. All bedding shall extend the full width of the trench bottom. The pipe shall be placed and brought to grade by tamping the bedding material or by removal of the excess amount of the bedding material under the pipe. Adjustment to grade line shall be made by scrapping away or filling with bedding material. Wedging or blocking up

Backfill

of pipe is not permitted. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.

4. Were wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and ENGINEER, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along the trench walls until the over-excavation has been backfilled, in two (2) 1-foot lifts (as applicable based on the backfill material; structural backfill or FDOT rock). The ends of the filter fabric shall be overlapped prior to placing the pipe.

C. COVER ZONE

1. Haunching: Initial backfill/haunching material shall be carefully placed by hand until one third of the pipe diameter has been covered. The CONTRACTOR shall use non-mechanical means to tamp the backfill/haunching material to form unified initial support for the pipe for each lift.
2. After haunching of the pipe, carefully and evenly backfill trenches on all sides with suitable backfill materials and thoroughly and carefully tamped each lift until the backfill material reaches the same elevation as the top of the pipe.
3. If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Cover Zone backfill materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor.
4. To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until approved material has been placed and compacted to a level 1-foot over the pipe.

D. TOP ZONE

1. For the remaining lifts of backfill, the material shall be placed in 12-inch lifts and compacted. Compact each layer to a density of 98% of modified proctor in paved areas and 95% of modified proctor in landscaped and open areas.

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2. For all non-metallic pipeline installations, detection tape shall be buried 4 to 10-inches beneath the ground surface directly over the top of the utility. Should detection tape need to be installed deeper, the CONTRACTOR shall provide 3-inch wide tape. In no case shall detection tape be buried greater than 20-inches from the finished grade surface. Detection tape shall be appropriately identified based on the specific utility installation.

3.4 FOR STRUCTURES:

- A. All structures shall be marked and numbered with gradient lines, by the CONTRACTOR, to indicate the required lift thickness.
- B. Carefully backfill around all sides in a continuous and progressive manner in lifts no greater than 6-inches (compacted thickness) with excavated materials approved for backfilling, free from large clods of earth and stones and compact to 98% of modified proctor in all areas.
- C. For the sides of the structure where there is pipe penetration, the compacted backfill shall be brought up to a point where the pipe, at the correct invert elevation, is resting on compacted backfill. A bell-hole, extending no further than 1-foot from the structure, may be left around the penetration point for mudding-up around the pipe.

3.5 GENERAL BACKFILL

- A. All backfill operations shall be done in the dry. The dry condition shall be maintained during placement, compaction and density testing.
- B. As soon as practicable after the pipe has been laid and jointed, backfilling shall begin and thereafter be prosecuted expeditiously.
- C. Flooding of backfill (with potable water) will only be permitted when so directed in writing by the Project Manager.
- D. Reopen improperly backfilled trenches, or trenches where settlement occurs, to depth required for proper compaction, as determined by the ENGINEER, then refill and compact, with surface restored to required grade and compaction, mounded over and smoothed off.
- E. Backfill open trenches across roadways or other areas to be paved as specified above, backfill entire depth of trench in 6-inch layers, and compact each layer to a density of 98% of modified proctor, so that paving can proceed immediately after backfilling is completed.

- F. Grade ground to reasonable uniformity along all other portions of trenches and leave mounding over trenches in a uniform and neat condition, to the satisfaction of ENGINEER.
- G. Except as otherwise indicated, top of all piping and conduit to be 36" below finish grade (keeping project swale development in mind) unless incased in concrete. Concrete encasement to consist of a minimum of 4" thick concrete base slab placed prior to installation of piping or conduit and a minimum 4" thick concrete encasement (sides and top) placed after installation and testing of piping or conduit.
- H. Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Acceptance of construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
 - 2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
 - 3. Removal of concrete formwork.
 - 4. Removal of trash and debris from excavation.
- I. Backfill areas to contours and elevations with approved materials.
- J. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet or spongy subgrade surfaces.
- K. Place geotextile fabric over Class A-7 material existing prior to placing next lift of fill (if approved).
- L. Employ a placement method that does not disturb or damage other work.
- M. Maintain optimum moisture content of backfill materials to attain required compaction density.
- N. Backfill against supported foundation walls and concrete structures. Do not backfill against unsupported foundation walls.
- O. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
- P. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise.

Backfill

- Q. Make gradual grade changes. Blend slope into level areas.
- R. Remove surplus backfill materials from site as directed by the Project Manager and/or ENGINEER.
- S. Leave fill material stockpile areas free of excess fill materials.
- T. TOLERANCES:
 - 1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.
 - 2. Top surface of backfill for the creation of or improvements to berms or other stormwater containment earthworks shall be plus 0.10 foot, minus 0.00 foot from required elevations.

3.6 FIELD QUALITY CONTROL

- A. Section 01400 QUALITY REQUIREMENTS
- B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or ENGINEER. Project Manager and/or ENGINEER are to select specific locations and lifts as well as witnessing of all compaction testing.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest. In general, the re-test locations shall be as specified in FDOT Standard Specification 125.

3.7 COMPACTION

- A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:
 - 1. Structures, Building Slabs and Steps: 98% of the modified proctor.
 - 2. Pipe Bedding Zone and Cover Zone: 98% of the modified proctor.
 - 3. Driveway aprons, sidewalk sections that form part of a driveway apron, driveways and roadways: As a minimum, compact top 12" of subgrade and each layer of backfill or fill material to 98% of the modified proctor. Roadways may require special subgrade stabilization as specified in the project construction drawings.

Backfill

4. Lawn or Unpaved Areas: From 1-foot above the top of the pipe (Top Zone), 95% of the modified proctor; areas around structures shall be 98% of the modified proctor.
 5. Sidewalks and walkways: Compact top 12 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor.
- B. All subgrade shall be compacted and tested up to 6-inches from the edge of the pavement (asphalt or concrete). If for specific design reasons and the project construction drawings requires an area greater than 6-inches outside the edge of slab to be compacted and tested, then those more stringent requirements shall take precedence.
- C. Frequency of Tests:
1. Pipelines: In Public Right Of Way, swales and under sidewalks, every 100 feet per lift, for driveway aprons each lift, for road crossings each lift in three (3) locations, as directed by ENGINEER or Project Manager.
 2. In utility easements, every 200 feet per lift.
 3. Public Manholes and Structures: Each lift around structure; all sides shall be tested in random order. In addition, the final lift under pipe penetrations shall be tested.
 4. Berms: Every 200 feet per lift.
 5. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.
- D. The CONTRACTOR's Test Lab is to "map" all density test results (pass and fail) on the Record Drawings on each day when field tests are performed. CONTRACTOR's Testing Lab shall leave a copy of the day's density testing results on site.
- E. CONTRACTOR is to instruct their Testing Lab to directly mail signed and sealed copies of all Test Reports (Procter, Density, Water Quality, etc.) to the Project Manager and ENGINEER on a weekly basis.

END OF SECTION

Backfill

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SECTION 02370 - EROSION CONTROL AND SLOPE PROTECTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.2 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the erosion control installation, as indicated on the drawings, as specified herein or both.

1.3 INTENT

- A. The main concern associated with erosion on a construction site is the movement of soil off the site and its impact on water quality. It is the OWNER's intent that the CONTRACTOR install and maintain sufficient erosion control practices to retain sediment within the boundaries of the site in addition to complying with regulatory authorities having jurisdiction and local erosion and sedimentation control laws and ordinances. All erosion control methods and devices used shall conform to the latest requirements imposed by federal, state and local authorities. The CONTRACTOR shall be responsible for repair of any damage caused and shall be financially responsible for any penalties imposed.
- B. If an erosion control drawing has been included in the drawings prepared by the ENGINEER, it shall be the CONTRACTOR's responsibility to review the drawing prior to implementation. If an erosion control drawing is not included in the project documents, the CONTRACTOR shall submit, for approval, a proposed sequence of operations and a compatible method of preventing erosion.
- C. The CONTRACTOR shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) in accordance with FDEP document 62-621.300(4)(a).

1.4 SUMMARY

- A. Work under this section shall include but not be limited to, installation and maintenance of both temporary and permanent soil erosion control measures, slope protection and stabilization measures, protection of all surface water and property both on and off site. This work shall include all labor, materials, and equipment necessary to meet all applicable requirements and as specified in the contract documents.

1.5 REFERENCE STANDARDS

- A. All applicable standards and requirements of all regulatory authorities having jurisdiction, including local FDEP and soil conservation agencies.

1.6 QUALITY ASSURANCE

- A. Soil erosion and sediment control measures shall be implemented in accordance with the requirements and procedures outlined in this specification, contract drawings and documents, the state standards or guidelines for soil erosion and sediment control, and all regulatory authorities having jurisdiction. Where conflict between requirements exist, the more restrictive rules shall govern.
- B. The CONTRACTOR shall provide all temporary control measures shown on the drawings, or as directed by the OWNER, owner's representative, or soil conservation district for the duration of the contract. Erosion control drawings are intended to be a guide to address the stages of work shown. Additional erosion control measures not specified on the drawings may be necessary and shall be implemented to address intermediary stages of work and any conditions that may develop during construction at no cost to the OWNER.
- C. Temporary control provisions shall be coordinated with permanent erosion control features to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction period.
- D. Soil erosion and sediment control measures shall at all times be satisfactory to the owner's representative. Owner's representative will inform the CONTRACTOR of unsatisfactory construction procedures and operations if observed. If the unsatisfactory construction procedures and operations are not responded to and corrected within 48 hours, the owner's representative may suspend the performance of any or all other construction until the unsatisfactory condition has been corrected. Such suspension shall not be the basis of any claim by the CONTRACTOR for additional compensation nor for an extension of time to complete the work. Any complaints, fines, etc. relating to ineffective erosion control, shall be the sole responsibility of the CONTRACTOR.
- E. The CONTRACTOR shall inspect all soil erosion and sediment control measures at least at the beginning and end of each day to ascertain that all devices are functioning properly during construction. Maintenance of all soil erosion and sediment control measures on the project site shall be the responsibility of the CONTRACTOR until the project is 100% complete, and until the permanent soil erosion controls are established and in proper working condition.
- F. The CONTRACTOR shall protect adjacent properties and watercourses from soil erosion and sediment damage throughout construction.

1.7 SEQUENCE OF CONSTRUCTION

- A. The approved construction sequence, as permitted/approved shall be adhered to during the execution of work under this section. All soil erosion and sediment control measures shall be installed in accordance with the phasing sequence shown on the contract documents.

PART 2 PRODUCTS

2.1 MATERIALS

- A. CONTRACTOR shall provide all materials necessary to perform the work.
- B. Hold/gro as manufactured by Gulf States Paper, Tuscaloosa, Alabama or approved equal.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Review the soil erosion and sediment control drawings as they apply to current site conditions. Any deviation from the drawings must be submitted for approval to the ENGINEER in writing at least 72 hours prior to commencing that work.
- B. Notify county or municipal soil conservation district, in writing least 72 hours prior to initial land disturbance.
- C. All soil sediment and erosion control devices shall be in place prior to any earthwork construction, in their proper sequence, and maintained until permanent protection is established.
- D. The limit of the area of any earthwork operations in progress shall be commensurate with the CONTRACTOR's capability and progress in keeping the finished grading, mulching, seeding and other such permanent control measures current and in accordance with the accepted schedule for construction phasing. Should seasonal limitations make such coordination unrealistic, as determined by the owner's representative, temporary erosion control measures shall be provided immediately by the CONTRACTOR at no expense to the OWNER.
- E. Temporary erosion control measures shall be used to correct conditions which develop during construction that are needed prior to installation of permanent control features, or that are temporarily needed to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
- F. The CONTRACTOR shall incorporate all permanent erosion control features into the project at the earliest practical time to minimize the need for temporary controls.

- G. A temporary construction entrance pad shall be installed and maintained at any point where construction vehicles enter a public right-of-way, street or parking area. The pad shall be used to eliminate mud from the construction area onto public right-of-way. The pad shall be constructed as shown on the drawings. Any mud or debris tracked on streets shall be cleaned up immediately.
- H. Any disturbed or stockpiled areas that will be left exposed more than 30 days, and not subject to construction traffic, shall immediately receive a temporary seeding. Mulch/straw shall be used if the season prevents the establishment of a temporary cover.
- I. Permanent vegetation shall be established as specified on all exposed areas within 10 days after final grading, unless otherwise directed by the OWNER and permitted by appropriate regulations. Mulch as necessary for seed protection and establishment. Lime and fertilize seedbed prior to permanent seeding.
- J. Cut slopes shall be permanently seeded and mulched as the excavation proceeds to the extent considered desirable and practical. Slopes that erode easily shall be temporarily seeded and mulched.
- K. All storm drainage outlets must be stabilized, as specified, before the discharge points become operational. Equip all inlets with inlet protection immediately upon construction.
- L. Discharge from de-watering operations for the excavated areas shall not be directed to surface waters without first properly removing the suspended sediment through filtration and/or settlement. The CONTRACTOR shall obtain any required permits associated with dewatering activities.
- M. The quantity of silt fence to be installed will be affected by the actual conditions that occur during the construction of the project. Silt fence shall be installed at locations shown on the drawings and any additional locations necessary for proper erosion control. The CONTRACTOR shall maintain the silt fence until the project is accepted and shall remove and dispose of the silt fence and silt accumulations.
- N. Soil erosion and sediment control shall include but not be limited to the approved measures. The CONTRACTOR shall be responsible for providing all additional measures that may be necessary to accomplish the intent of the drawings.
- O. Comply with all other requirements of authorities having jurisdiction.

3.2 SLOPE PROTECTION

- A. The soil and dunes, if applicable, shall be graded as called for on the drawings prior to installation. Seed and fertilizer shall be applied immediately before laying fabric.

- B. The hold/gro fabric shall be installed vertically to the slope starting from the top and running the length of the slope to the bottom. The fabric shall be overlapped a minimum of four (4) inches at all joints. The staples shall be located nine (9) inches apart along the edge and three (3) feet apart down the center. The staples shall be installed as the fabric is rolled out. Use heavy gauge staples. The fabric shall be draped over the dune, if applicable. Stretching over voids shall be avoided.
- C. When used for slope protection of sand dunes, the fabric shall be installed several days before the dune planting takes place. When planting cut an "x"-shaped opening in the fabric and insert the plant.
- D. The installer shall have a representative of the factory on site to inspect the installation.

3.3 MEASUREMENT AND PAYMENT

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

END OF SECTION

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SECTION 02486 – SEED, MULCH AND FERTILIZER

PART 1 - GENERAL

1.01 SUMMARY:

- A. The Work covered by this Section consists of furnishing all the necessary equipment, materials and labor associated with the establishment and maintenance of grass in all areas as specified herein and in the drawings. These include, but are not limited to seeding, mulching and fertilizing newly grassed areas and maintenance.

1.02 SUBMITTALS:

- A. Certificates:
 - 1. Seed and fertilizer shall be certified that they meet requirements of these specifications, stating botanical name, percentage by weight, percentage of purity, germination, and weed seed for each grass seed species.

1.03 WARRANTY:

- A. The MANUFACTURER shall warrant the EQUIPMENT, MATERIALS and PRODUCTS specified in this section against defective materials and workmanship with the MANUFACTURER’S standard warranty, but for no less than one year from the date of Substantial Completion.
- B. The CONTRACTOR shall warrant the WORK against defects for one year from the date of Substantial Completion.

PART 2 - MATERIALS:

2.01 GRASS SEED:

- A. Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America and as required below.
- B. Seed shall be labeled according to the U.S. Department of Agriculture Federal Seed Act and shall be furnished in containers with tags showing seed mixture, purity, germination, weed content, name of seller, and date on which seed was tested.
 - 1. Seed Mixtures: Meet the following minimum weight of pure live seed per acre:

Seed Name	Pounds Pure Live Seed
Argentine Bahia	41
Bermudagrass	14
Brown Top Millet	21

NOTE: Pure live seed (PLS) is determined by multiplying the % pure seed by the % germination. Therefore, if the pure seed is 80% and the germination is 70% the

PLS is .80 X .70 or 56%. At 56% it would take 53.5 pounds to equal 30 pounds of PLS.

2. Moldy seed or seed that has been damaged in storage will not be accepted.
3. When seasonal conditions mandate, substitute a winter grass such as rye grass for the brown top millet.

2.02 FERTILIZER:

- A. Commercial fertilizer shall be Ammonium Nitrate (34-0-0) containing 34 percent nitrogen and 24 percent sulfur. Fertilizer containing phosphorus is not acceptable.
- B. Deliver to site in unopened, labeled bags or containers.

2.03 MULCH:

- A. Vegetative Anti-Erosion Mulch: Seed free, salt hay or straw of wheat, rye or oats, or of pangola, peanut, coastal Bermuda or Bahia grass hay.
- B. Only undeteriorated mulch that can readily be cut into the soil shall be used.
- C. Green mulch will not be accepted.

PART 3 - EXECUTION

3.01 SOIL PREPARATION:

- A. Any growth, rocks, or other obstructions which might interfere with tilling, seeding, or later maintenance operations shall be removed and disposed of properly. Remove stones over 2 inches in any dimension and sticks, roots, rubbish and other extraneous matter.
- B. Areas to be seeded are to be graded to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions, to meet finish grades. Limit fine grading to areas which can be planted within immediate future.
- C. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting.
- D. If prepared areas are eroded or otherwise disturbed after fine grading and prior to planting they shall be restored to specified condition prior to planting.
- E. Immediately upon completion of construction, grass shall be planted in all disturbed areas and as designated in the drawings. Method of planting shall be either hydroseeding or dry seeding.

3.02 FERTILIZING:

- A. Apply fertilizer in accordance with manufacturer's recommendations.

- B. Incorporate fertilizer into the soil to a depth of at least 2 inches by disking, harrowing or raking, except on slopes steeper than 2 horizontal to 1 vertical.

3.03 SEEDING:

- A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
- B. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- C. Sow not less than a rate of 76 pounds of pure live seed per acre.
- D. Rake seed lightly into top 1/8-inch of soil, roll lightly, and water with fine spray.
- E. Methods of Application:
 - 1. Dry Seeding: Spreader or seeding machine.

3.04 MULCHING:

- A. Apply mulch covering to all seeded areas.
- B. Apply vegetative mulch to loose depth of 2 inches, by means of a mechanical spreader or other approved methods.
- C. Mulch material shall be cut into the soil so as to produce a loose-mulched thickness of three to four inches. The use of harrows will not be permitted.
- D. Immediately following the application of the mulch, water the seeded area in one watering, in sufficient amount to penetrate the seedbed to a minimum depth of 2 inches. Perform so as not to cause erosion or damage to the seeded surface.
- E. Protect seeded areas against hot, dry weather or drying winds by applying mulch not more than 24 hours after completion of seeding operations.

3.05 MAINTENANCE:

- A. Perform maintenance until 8 weeks after all areas have been seeded.
- B. Requirements:
 - 1. The CONTRACTOR shall water all newly grassed areas a minimum of once a week until satisfactory grass growth is attained.
 - 2. Repair any portion of the seeded surface which becomes gullied or otherwise damaged, or the seeding becomes damaged or destroyed.
 - 3. Replace mulch when washed or blown away.
- C. If, at the end of the 8-week maintenance period, a satisfactory stand of grass has not been produced, renovate and reseed the grass or unsatisfactory portions thereof immediately.

3.06 ACCEPTANCE OF GRASSING:

- A. When grassing work is substantially completed, including maintenance, the ENGINEER will, upon request, make an inspection to determine acceptability.
 - 1. Seeded areas may be inspected for acceptance in parts agreeable to the ENGINEER, provided work offered for inspection is complete, including maintenance.
- B. Replant rejected work and continue specified maintenance until reinspected by the ENGINEER and found to be acceptable.
 - 1. A satisfactory stand is defined as a grass or section of grass that has:
 - a. No bare spots larger than 3 square feet.
 - b. Not more than 5 percent of total area with bare spots larger than 6 inches.
 - c. Not more than 10 percent of total area with bare spots larger than 2 inches square.
 - 2. If the grassing is still unsatisfactory upon inspection of replanted area, the CONTRACTOR will sod those areas that are unacceptable. Acceptance of the sodded areas is dependent upon satisfactory coverage criteria established in Part 3.06.B.1.

END OF SECTION

SECTION 02513 - PUBLIC WATER DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals
- B. Products
- C. Installation Readiness
- D. Installation
- E. Connections to Existing Systems
- F. Cleaning and Testing
- G. PBC HD Clearance
- H. Restoration

1.2 RELATED SECTIONS

- A. Section 01025 - Measurement and Payment Procedures
- B. Section 01340 – Shop Drawings, Work Drawings, and Samples
- C. Section 01400 – Quality Requirements
- D. Section 01700 – Contract Closeout
- E. Section 02320 – Trenching and Excavation
- F. Section 02322 – Dewatering and Drainage
- G. Section 02324 - Backfill
- H. Section 02516 - Disinfection of Water Distribution Systems
- I. Section 02740 – Subgrade, Base Course and Asphalt
- J. Section 02960 – Restoration of Surface Improvements

K. Section 03300 – Cast-in-Place Concrete

1.3 REFERENCES

A. AWWA C600

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section 01025 MEASUREMENT AND PAYMENT.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as a result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop and manufacturer's drawings and catalog cut sheets for all pipe system components. Refer to Section 01340 – SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Contractor shall prepare and submit to the Project Manager a Flushing, Pressure Testing and Disinfection Phasing Plan prior to the start of the pipe installation.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section 01700 CONTRACT CLOSEOUT and 01720 PROJECT RECORD DOCUMENTS for requirements.

PART 2 PRODUCTS

2.1 All materials shall be per City of Lake Worth Approved Product List Manufacturers included in **Appendix A**, or Approved Equal. Preferences are given to materials MADE IN THE UNITED STATES OF AMERICA.

2.2 DUCTILE IRON PIPE

A. For Aboveground Installation:

1. Ductile iron pipe for aerial canal crossings installations shall conform to ANSI A21.15 and be flanged. Thickness class shall be Class 350. Flanges shall conform to ANSI A21.15. All pipe supports, clamps and/or cradles shall have a minimum 1/4 inch neoprene liner between the pipe and support.

B. For Underground Installation:

1. In general, pressure class shall be Class 350 and pressure thickness class shall be Class 52. Ductile iron pipe shall conform to ANSI A21.51. Pipe shall have a wall thickness designed in compliance with ANSI 21.50, "American National Standard for the Thickness Design of Ductile Iron Pipe.
2. Joints shall be push-on rubber gaskets unless identified otherwise in the project construction drawings.
3. Restrained joints shall be as specified in 2.6, Restrained Mechanical Joints.

2.3 POLYVINYLCHORIDE (PVC) PIPE AND FITTINGS

- A. Pipe shall be unplasticized polyvinyl chloride (PVC) pipe (DR-18) with integral bell containing a locked-in ring and spigot joints 4-inch through 12-inch.
- B. Pipe shall be the requirements of AWWA C900 or C905 "Polyvinyl Chloride (PVC) Pressure Pipe", Class 150 and shall meet the requirements of SDR-18. PVC compound for pipe and fittings shall meet the requirements of ASTM D1784.
- C. Fittings shall be DIP of the appropriate and corresponding pressure rating as the main line pipe and as specified in 2.4, Ductile Iron Fittings.
- D. Restrained joints shall be as specified in 2.6, Restrained Mechanical Joints.

2.4 DUCTILE IRON FITTINGS

- A. Fittings for ductile iron pipe shall be manufactured of ductile iron shall conform to the requirements of ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153).

Fittings shall be compatible with the pipe and designed for 350 psi working pressure. The lining and coating of the fittings shall be as specified for the pipe.

Joints for fittings 16-inches in diameter and under shall be mechanical joint, except above ground fittings shown on the drawings, shall be flanged. Joints for fittings 18-inches in diameter and above shall be restrained type in accordance with the schedule shown on the Standard Detail Drawing. Gaskets for the flanged joints shall be "Tourseal, TM" or approved equal.

B. Lining Pipe and Fittings:

1. DIP and fittings for water mains and reclaimed water mains shall be cement lined in accordance with ANSI A21.4 (AWWA C104).

C. Exterior Finish:

1. Potable Water and Reclaimed Water Mains: For aboveground installation, the exterior surfaces of pipe and fittings shall be painted **BRIGHT WHITE** for potable water systems and **PANTONE PURPLE** for reclaimed water systems with a coating system approved by the Engineer. A three (3)-coat system with a polyurethane topcoat is required.
2. For underground potable water systems, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b) 3, F.A.C., using blue as the predominant color. Underground plastic pipe shall be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall.
3. For underground reclaimed/reuse water systems, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b) 3, F.A.C., using pantone purple as the predominant color. Underground plastic pipe for reclaimed/reuse water systems shall be solid-wall pantone purple pipe, will have a co-extruded pantone purple external skin, or will be white or black pipe with pantone purple stripes incorporated into, or applied to, the pipe wall.

Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe wall, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If paint is used to stripe the pipe during the installation of the pipe, the paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, paint

will be applied in continuous lines along each side of the pipe as well as along the top of the pipe.

2.5 BALL CORPORATION STOP - UP TO 2 INCHES

- A. Brass body, teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, AWWA inlet threads end, compression transition outlet, with control rod, extension box and valve key. Teflon tape (minimum of two (2) wraps) shall be applied to the threads prior to installation.

2.6 RESTRAINED MECHANICAL JOINTS

- A. All pipe-to-pipe, branch connections, valves and all change of direction fittings shall be restrained with EBAA Iron MEGALUG products or approved equal. A second form of restraint, either thrust blocks or tie rods, may be required in certain cases as directed by the Project Manager and Engineer.
- B. All valves and change of direction fittings 16" diameter and larger shall have two (2) forms of restraint. The valve and fittings shall have mechanical joints with EBAA Iron MEGALUG products or approved equal, and either thrust blocks or tie rods. If tie-rods are approved, the tie-rods shall be in a "mid-span" configuration utilizing EBAA Iron products or approved equal.
- C. Any line terminated as a construction phase that is a known future extension, shall have a valve placed at the end, and restrained with EBAA Iron MEGALUG products or approved equal to the last two (2) pipe joints.
- D. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO) and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

2.7 WATER SERVICE

- A. The tapping saddle shall be a stainless steel double strap service saddle of the size required with an epoxy coated ductile iron body and AWWA threads. Neoprene gaskets shall be cemented in place.
- B. The corporation ball valve, "Y" Branch if necessary, compression by yoke curb stop(s), yoke bar, expansion nut, female iron pipe tail/outlet pieces, lock nuts, meter adapters, washers, and other fittings required to make a complete installation shall be brass as shown on the drawings and the project construction drawings, and as manufactured by the Ford Meter Box Co., or approved equal. Internal pipe and tube sleeves shall be stainless steel.

- C. Sleeves under minor highways, residential streets and rural roads may be PVC Sch. 80 as approved by Engineer and Project Manager.

2.8 POLYETHYLENE PIPE AND TUBE

- A. Materials used for the manufacture of polyethylene pipe and fittings shall be PE3408 high density polyethylene meeting cell classification 345434C or 345434E per ASTM D3350; and meeting Type III, Class B or Class C, Category 5, Grade P34 per ASTM D1248; shall be listed in the name of the pipe and fitting manufacturer in Plastic Pipe Institute TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings Compounds, with a standard grade rating of 1600 psi at 73°F. The manufacturer shall certify that the materials used to manufacture pipe and fittings meet these requirements.
- B. Polyethylene pipe shall be manufactured in accordance with ASTM D3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter and AWWA C906 and shall be so marked. Each production lot of pipe shall be tested for (from material or pipe) melt index, density, % carbon, (from pipe) dimensions and ring tensile strength.
- C. Polyethylene pipe (PE) shall be Drisco pipe 3408 1", 1½" & 2" or approved equal.
- D. All PE pipe shall be color coded to match the water system type; blue for potable water and pantone purple for reclaimed water.

2.9 SERVICE IDENTIFICATION STRIPES

- A. Refer to paragraph 2.4.C. above for color-coding requirements.

2.10 MISCELLANEOUS

- A. Electronic Marking System (EMS) full-range markers shall be by 3M. Full-range markers shall be blue for potable water and pantone purple for reclaimed water. The Contractor shall install the full-range markers in accordance with the manufacturer's and City's standards. The full-range markers shall be placed at the following locations:
 - 1. Fittings, bends, reducers, tees, crosses, deflections, valves, and air release valves (ARV).
- B. The installation of the full-range markers shall be field verified by the Project Manager and Engineer prior to the certification of the work.
- C. For the installation of the pipe segments and/or structures where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install

BioBarrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing a root barrier is considered as an incidental cost.

PART 3 EXECUTION

3.1 INSTALLATION READINESS

- A. Prior to the start of underground excavations, Contractor shall examine the project construction drawings and have repair materials on site to effect repairs to all sizes of existing water mains, branch and/or service connections. Typical repair materials include, but are not limited to:
 - 1. Full encirclement repair clamps
 - 2. Fittings (DIP and brass)
 - 3. Poly tubing
 - 4. All-thread

3.2 EXAMINATION

- A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings.

3.3 PREPARATION

- A. When the project drawings indicate, or when it is discovered during the course of the work, that the street or area's sanitary sewer main lines are in front of the properties (and that the new water mains will have to cross), the Contractor shall pothole each sewer lateral prior to beginning installation of the new water mains and provide the individual sewer lateral depths to the Project Manager and the proposed depth of the new water main before beginning water main installation.
- B. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, and remove burrs.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare pipe connections to equipment with flanges or unions.

3.4 INSTALLATION

- A. Pipeline Installation:

1. All trenching and excavations associated with the water main and service lines shall conform to the requirements in Technical Specification 02320 – TRENCHING AND EXCAVATION.
2. Installation of potable water pipe and associated fittings shall be in accordance with current AWWA and NSF specifications, and manufacturer's requirements for their particular products. All mains shall have a 36" clear cover to finished grade (keeping in mind if there is a swale requirement) with pipe being as level as possible. Any variance will require approval by the Project Manager.

Changes in pipe alignment may be accomplished using appropriate fittings or through pipe deflection. Pipe deflection at the joint is allowed with ductile iron pipe only and shall not exceed 75% of the manufacturer's recommended maximum joint deflection.

3M full-range markers are required at all fittings and valves. Regardless of pipeline or pipeline component depth, the full-range markers shall be installed no deeper than 8 feet and shall be directly over the fitting or adjacent to the valve.

3. All pipe shall be laid in trenches having a dry and stable bottom. Backfill shall be free of boulders and debris and in accordance with Technical Specification 02324 - BACKFILL. Pipe shall be fully supported along its entire length. Sharp or rocky material encountered in the base shall be replaced with proper bedding. Pipe shall be laid on line and grade as designed.
4. All valves shall be placed according to project construction drawings unless relocation is approved by the Project Manager. **After installation, backfill and compaction and where applicable after asphaltting, all valves are to be exercised in the presence of the Project Manager and Engineer.** As-built drawings shall reflect the actual location of all mains, hydrants, services, and valves. All taps must be at least 18" from fitting or bell. Potable water main shall not be laid in fuel contaminated areas.
5. Clearance of 18" or one pipe diameter, whichever is greater, shall be maintained between all fittings (bells, valves, flanges, etc.).
6. All road crossings, pavement cuttings and restoration shall be in accordance with the requirements of the Owner or Palm Beach County (if project is located in their jurisdiction but within the Department's service area).

7. Generally, joints for ductile iron pipe shall be push-on or mechanical type designed in accordance with ANSI A21.11 (AWWA C111) or ANSI A21.53 (AWWA C153). Joint lubrication shall be as furnished by the manufacturer.

B. Valves

1. Valves shall generally be installed at intervals of no greater than 1,000 LF on transmission mains, at intervals of no greater than 700 LF on main distribution loops and feeders, and on all primary branches connected to these lines. In high-density areas, valves shall be installed to minimize the number of persons affected by a break.
2. In all instances, effectiveness of placement shall be primary criteria in determining valve location. Valves placed in curbs will not be accepted. For potable water, all valve boxes require lids be marked as "Water" and painted BLUE. For reclaimed/reuse water, all valve boxes require lids be marked "Reuse" and painted PANTONE PURPLE.

C. Fire Hydrants

1. Fire hydrants shall be installed with the center of the pumper nozzle approximately 18" – 24" above finished grade. Hydrants shall not be placed in sidewalks or traffic areas. It will be the responsibility of the Contractor to move hydrants placed in an unacceptable location and provide protection from traffic damage if necessary, upon the Project Manager's request.
2. Fire hydrant branches (from main to hydrant) shall not be less than 6" ID and be as short as possible to minimize any potential for potable water main stub with no flow. Long branch leads will require a second gate valve. Each branch shall be provided with a gate valve located as close as possible to the main.
3. Hydrants shall be located 5 feet to 10 feet from edge of pavement and no less than 6 feet from driveways with pumper discharge nozzle facing the roadway. Hydrants shall be located so as to minimize their vulnerability to traffic. At the direction of the Project Manager, for potential traffic protection, bollards may be required where minimum distances cannot be met.
4. Fire hydrants shall be placed in an accessible, unobstructed location with 5 feet clearance in all directions (except for protective bollards).

5. Fire hydrants shall be powder coated “Fire Engine” or “Safety” red in color. Valve box lids for fire hydrant or Siamese connections shall be painted RED.
6. Fire Hydrants shall be provided and installed in accordance with the project construction drawings. Newly installed fire hydrants, prior to being put into service, shall be clearly marked as being “OUT OF SERVICE” with signage.
7. For every ten (10) new fire hydrants installed, Contractor shall supply one (1) traffic repair kit and one (1) shoe repair kit and supplied by the fire hydrant manufacturer.

D. Corrosion Protection:

1. For protection against corrosive soils in those areas designated by the Engineer and Project Manager, ductile iron pipe and fittings shall additionally be enclosed in a polyethylene sheet or tube and each length joined with 2-inch wide polyethylene adhesive tape. The sheet or tube shall be made from polyethylene resin meeting the requirements of ASTM D1248 and shall be Type I, Class C, Category 5, Grade J-3 with minimum carbon black content of 2.5% and 8 mils thickness. The sheet or tube shall be in accordance with the provisions of ANSI A21.5 (AWWA C105). Methods shall be such as to minimize danger to the sheet also be used to repair tears or punctures.
2. Installation of polyethylene encasement shall be in accordance with ANSI A21.5.

E. Service Connections

1. Water service taps on the water main shall be spaced at a minimum distance of 18" apart. All service lines shall be installed in accordance with the details on the project construction drawings. All long-side service connections shall be sleeved. The sleeve is to be installed by jack & bore to avoid open-cuts across roadways for service connections. The minimum diameter of service connection taps shall be 3/4-inch for 1-inch service connections, 1 3/8-inch for 1 1/2-inch service connections and 1 3/4-inch for 2-inch service connections.
2. Service lines, between the corp stop and curb stop shall be one continuous line without any splices or fittings unless specifically authorized by the Project Manager and Engineer.

3. Services shall not exceed 100 feet to the meter. Services crossing under parking tracts shall have their meters placed prior to the crossing so that the Owner is not responsible for these lines.
4. In developments where the property line is not clearly defined (condominiums and commercial), the meter shall be placed in a readily accessible location.
5. Private services shall not cross potable water main. The Contractor shall coordinate the installation of private service lines with location of meters to deliver potable water to the correct multi-family dwelling unit or bay and shall identify each to the Project Manager.
6. Wet taps equal or larger than one half the pipe diameter require a stainless steel full contact saddle with flange and valve.

F. Connection to Existing System:

1. All connections to existing water main shall be made under the direct supervision of the Project Manager. Based on the existing pipe configuration and materials, the Contractor may be required to provide temporary restraints. All connections to existing water mains shall have double valves unless specifically authorized by the Project Manager. Valves on existing water mains shall be operated by Department personnel or under direct supervision by the Project Manager. Tapping sleeves and their valves shall be pressure tested at 150 psig for 1 hour prior to tapping (entire tapping sleeve shall be bubble tested with a soap solution during the pressure testing).
2. All pipe coupons from tapping sleeve tie-ins shall be saved, labeled and dated by the Contractor and transmitted to the Project Manager.
3. If service must be cut off to existing customers, the Project Manager must have fourteen (14) working days notice to make necessary arrangements. The Contractor shall prepare a Shutdown Request form in accordance with the directions given during the Pre-Construction Meeting.
4. The Contractor shall be ready to proceed with as much material pre-assembled as possible at the site to minimize the length of service interruption. The Project Manager will postpone a service cut-off if the Contractor is not ready to proceed on schedule. Such connections may be made at night to minimize effects. No customer should be without service for more than six (6) hours. Local chlorination, in compliance with ECR II, will be required for all pipe and fittings used to complete connections with potable water.

G. TESTING

Contractor shall prepare a Flushing, Pressure Test, Disinfection and Palm Beach County Health Department (PBC HD) Clearance Plan for review and authorization by the Project Manager prior to water main installation. The plan shall include a schematic that indicates swab locations, direction of flush, sample points and affected valves. The PBC HD Clearance requires the Contractor's Pressure Test Report, Disinfection Report, Lab Reports and As-Built drawings.

Reclaimed water mains and service connections shall be flushed and pressure tested (per the requirements below) but do NOT require disinfection or PBC HD Clearance.

1. Cleaning and Flushing:

- a. Upon completion of pipe installation, for any section, perform swabbing and cannon flushing in accordance with the Cleaning and Flushing Procedure detail shown on the project construction drawings. The Project Manager must observe the swab being inserted into the line **and** witness the cleaning and flushing process. The swab is to be one (1) pipe size diameter larger than the pipe being cleaned.

2. Pressure:

- a. Prior to conducting the official pressure test, to be witnessed by the Project Manager and Engineer, the Contractor shall conduct and document a preliminary pressure test meeting all of the following requirements.
- b. Potable water shall be supplied to the main and pumped to the minimum of 155 psi. The water main being tested shall be separated from the supply line or isolated by a double valve arrangement.
- c. The Contractor shall prepare a documented test report for each test identifying, date, time, weather, linear foot of pipe being tested, the piping segment tested (station to station), beginning test pressure and time, ending test pressure and time, amount of "make-up" water and a clear "pass / fail" statement. The test report shall be signed by the Contractor, Engineer and Project Manager. After test acceptance, Contractor shall provide copies of the test report to the Project Manager and Engineer and retain the original test report for inclusion in the Project Record Documents.

- d. Contractor shall provide all necessary equipment such as pumps, gages and water measuring tanks, and all necessary work required for pipe pressure and leakage tests. Make pressure and leakage tests between valves and/or connections for each section being tested, using procedure outlined in ANSI/AWWA C-600.
- e. Test lines at a minimum of 155 psi for no less than two (2) hours and test all fire lines at 200 psi for no less than one (1) hour in accordance with NFPA-24.
- f. Allowable leakage not to exceed value derived from following formula:

$$L = \frac{SD\sqrt{P}}{148,000}$$

L = Allowable leakage (gallon per hour)

S = Length of pipe (feet)

D = Nominal diameter of pipe (inches)

P = Average test pressure (PSIG)

- g. Conduct pressure tests with all valves servicing hydrants, services, etc., in open position.
- h. All potable water mains shall be pressure tested before bacteriological acceptability.
- i. The maximum length of line to be tested as one section will be 2,000 linear feet. The test shall be performed as determined in the current AWWA specification. The standard test duration is two (2) hours. The maximum quantity of water that must be supplied into the tested pipe to maintain pressure within 5 psi of the specified test pressure shall not exceed the applicable AWWA C-600 Standard.
- j. Bacteriological testing shall not begin until after the pressure test has been accepted by the Project Manager. Refer to Section 02516 DISINFECTION OF WATER DISTRIBUTION SYSTEM.

H. ABANDONMENT OF EXISTING WATER MAINS

- 1. Existing water mains shall be abandoned in accordance with the project drawings, including temporary restraints, cutting and capping with masonry

plugs or mechanical blind flanges, thrust blocks and grout filled (where required).

I. RESTORATION

1. Restoration shall be concurrent with the water main installation and shall be performed as required by Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

END OF SECTION

SECTION 02516 - DISINFECTION OF POTABLE WATER DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals
- B. Project Record Documents
- C. Products
- D. Execution
- E. Field Quality Control

1.2 RELATED SECTIONS

- A. Section 02513 – Public Water Distribution Systems

1.3 REFERENCES

- A. ANSI/AWWA C651 – AWWA Standard for Disinfecting Water Mains

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. The cost of disinfecting the new water distribution system is considered to be incidental to the installation of the water main.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

- A. CONTRACTOR shall prepare and submit a Flushing, Pressure Testing, Disinfection and Palm Beach County Health Department (PBC HD) Clearance Plan to the Project Manager and ENGINEER for review and authorization prior to the start of pipeline installation.

1.6 PROJECT RECORD DOCUMENTS

- A. Disinfection Report from CONTRACTOR shall be signed and dated:
 - 1. Company Name.
 - 2. Type, form and quantity of disinfectant used.
 - 3. Diameters and lengths (in linear feet) of pipe being disinfected.

4. Date and time of disinfectant injection start and time of completion (continuous feed method).
5. Test locations (1 set for every 1,200 lf of pipe, 1 from every branch and 1 from the end of the line).
6. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm and/or mg/l for each outlet tested.
 - During the 24 hour disinfection process, CONTRACTOR shall operate all inline and branch valves and hydrants.
 - At the end of the 24 hour disinfection process the free chlorine residual shall not be less than 25 ppm or 25mg/l.
7. Date and time of flushing start and completion
8. Disinfectant residual after flushing in ppm for each outlet tested.
 - At the conclusion of the CONTRACTOR's disinfection and flushing process, the Total Chlorine (in ppm) shall be equal to that of the City's potable water system source point.

B. Bacteriological Report:

1. Date issued, project name, and testing laboratory name, address, and telephone number.
2. Time and date of water sample collection.
3. Name of person collecting samples
4. Sample point numbers and test locations.
5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
6. Coliform bacteria test results for each outlet tested
7. Signed certification that water conforms, or fails to conform, to bacterial standards of the Palm Beach County Health Department.

C. Palm Beach County Health Department release

1.7 REGULATORY REQUIREMENTS

- A. Conform to applicable Palm Beach County Health Department rules or regulation for performing the work of this Section.

PART 2 PRODUCTS

2.1 Disinfectant:

- A. Liquid chlorine conforming to ANSI/AWWA B301 (100% available chlorine).
- B. Sodium hypochlorite conforming to ANSI/AWWA B300 (5% - 15% available chlorine).
- C. Calcium hypochlorite conforming to ANSI/AWWA B300 (65% available chlorine by weight).

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that piping system has been cleaned, inspected, and pressure tested.

3.2 EXECUTION

- A. Install, clean and flush the water distribution piping system in accordance with the project construction drawings. Refer to Section 02513 PUBLIC WATER DISTRIBUTION SYSTEMS.
- B. Pressure test the water distribution piping system in accordance with the project requirements. Refer to Section 02513 PUBLIC WATER DISTRIBUTION SYSTEMS.
- C. After successful pressure testing, provide and attach required equipment to perform the work of this Section.
- D. Mix (if applicable) and inject treatment disinfectant into piping system.
- E. Maintain disinfectant in system for 24 hours.
- F. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
- G. Verify disinfection and record results on the Disinfection Report as specified in paragraph 1.6.A above.
- H. After receipt of the Palm Beach County Health Department system or partial system release and the service line transfer by the City are completed,

CONTRACTOR shall remove the temporary sample points and re-install permanent system devices in accordance with the project construction drawings.

3.3 FIELD QUALITY CONTROL

- A. The CONTRACTOR shall assure the accuracy of the disinfection testing and provide a copy of the CONTRACTOR's disinfection report to the Project Manager.

END OF SECTION

SECTION 02668 - VALVES AND APPURTENANCES

PART 1 GENERAL

1.1 PERFORMANCE

- A. Section generally defines Contractors responsibilities unless otherwise indicated, for the following:
 - 1. Gate Valves
 - 2. Butterfly Valves
 - 3. Air Release Valves
 - 4. Valve Boxes

1.2 RELATED SECTIONS

- A. All of Division 1.
- B. Section 02320 – Trenching and Excavation.
- C. Section 02324 – Backfill.
- D. Section 02513 – Public Water Distribution Systems

1.3 REFERENCES

- A. ANSI/AWWA C104/A21.4 (Latest Revision) - Cement mortar lining for ductile iron pipe and fittings for water and reclaimed water.
- B. ANSI/AWWA C110/A21.10 (Latest Revision) - Ductile iron and grey iron fittings 3 inch through 48 inch for water and other liquids.
- C. ANSI/AWWA C111/A21.11 (Latest Revision) - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.
- D. ANSI/AWWA C600 (Latest Revision) - Installation of ductile iron water mains and appurtenances.
- E. ANSI/AWWA C153/A21.53 (Latest Revision) – Ductile Iron Compact Fittings for Water and Reclaimed Services.

PART 2 PRODUCTS

2.1 MATERIALS

All materials shall be per City of Lake Worth Approved Product List Manufacturers included in **Appendix A** and as indicated below, or Approved Equal:

- A. Gate Valves:

1. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with mechanical joints conforming to the AWWA standard specifications for gate valves for ordinary water works service, designation C509, in so far as applicable.
2. Gate valves shall be as manufactured by Mueller, Clow, American Darling Companies, or approved equal.
3. Buried gate valves shall be non-rising stem type with 2 inch square cast iron wrench nuts.
4. Face to face dimension shall conform to ANSI standard face to face and end to end dimensions of ferrous valves, (ANSI B16.10) for 125-pound cast-iron valves.
5. Hand wheels or chain wheels shall be turned counter clockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.
6. Stuffing box follower bolts shall be of brass and the nuts shall be of bronze.
7. Where required, gate valves shall be provided with a box cast in a slab and a box cover.
8. Box cover opening shall be for valve stem and nut. Valve wrenches and extension stems shall be provided by the manufacturer to actuate the valves.

B. Butterfly Valves:

1. Butterfly valves for water working pressures up to 150 psi shall conform to ANSI/AWWA C504 – Rubber Seated Butterfly Valves, subject to the following requirements. Valves shall be of the size and class indicated and, unless otherwise shown, shall be short-bodied. Flanged valves for interior and exposed piping shall have ANSI 125-lb flanges. Valves for buried services shall have mechanical joint body design. Shaft seals shall be designed for use with standard split-V type packing, or other acceptable seal. The interior passage of butterfly valves shall not have any obstructions or stops. The seats shall be positively clamped or bonded into the disc or body of the valve, but cartridge-type seats which rely on a high coefficient of friction for retention shall not be acceptable
2. Manual Actuators: Unless otherwise indicated, all manually-actuated butterfly valves shall be equipped with a 2-inch square actuating nut. Screw-type (traveling nut) actuators will not be permitted for valves 30-inches in diameter and larger.
3. Worm Gear Actuators: Valves 30-inches and larger, as well as all submerged and buried valves, shall be equipped with worm-gear actuators, lubricated and sealed to prevent entry of dirt or water into the housing.
5. All exposed butterfly valves shall be installed with a means of removing

the complete valve assembly without dismantling the valve or operator.

C. Air Release Valves:

1. The air release valves shall be installed as shown on the drawings and shall be the automatic type.
2. Air release valves shall have a cast iron body, cover and baffle, stainless steel float, bronze water diffuser Buna-N or Viton seat and stainless steel trim.
3. Air release valves shall be provided with a vacuum check to prevent air from re-entering the line.
4. Air release valve fittings shall be threaded.
5. Air release valve manholes shall be precast concrete and shall conform to ASTM C478 and ASTM C-76, latest revision, Class II, Wall B, Type II Portland Cement, 4,000 psi. Steel reinforcing shall conform to ASTM A 185. Walls shall be 8" minimum. Manholes shall have a minimum 7 day cure time prior to delivery. Any visible reinforcing or honeycombing shall be cause for rejection. The base slab and first ring of the manhole shall be cast monolithically. The minimum diameter of the MH shall be 48" with a 22-1/4" frame and cover. The interior of the MH shall be coated with the high solids epoxy compound REZCLAD 125S in strict accordance with the manufacturer's instructions. The exterior of the MH shall be coated with two coats of an approved coal tar epoxy (Koppers 300-M or approved equal). The frame shall have a 30" opening. The cover shall be two piece and shall have the words "POTABLE WATER ARV", "RECLAIMED WATER ARV" or "FORCE MAIN ARV" (as appropriate) cast into it. Cover and frame shall be US Foundry & Mfg. Corp. Model # 690-AG-M or approved equal. For offset air release valves and/or tangential offset air/vacuum combination valves manholes, use 32" diameter safety ventilated hinged manhole cover by PAMREX or approved equal.

D. Valve Boxes:

1. All buried valves shall have cast iron two piece valve boxes with cast iron covers.
2. Valve boxes shall be provided with suitable heavy bonnets and will extend to an elevation at or slightly above the finished grade surface as directed by the Engineer.
3. The barrel shall be one or two piece, screw type, having a 5-1/4 inch shaft diameter.
4. Covers shall have "Water", "Reuse" or "Sewer" cast into the top and shall be painted the corresponding color (blue, pantone purple or green) for the pipe commodity that they are for.
5. All valves shall have actuating nuts extended to within six inches of the top of valve box cover.

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 02730 - MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 GENERAL

1.1 SCOPE

- A. The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.
- B. When milling to improve the finished pavement, an average depth of cut will be specified in the plans.
- C. Unless otherwise specified, the milled material becomes the property of the CONTRACTOR.

1.2 REFERENCES

- A. Florida Department of Transportation - Standard Specification for Road and Bridge Construction (Latest Edition). In the event of conflict of specification notation and FDOT, the Engineer and Project Manager shall identify the superior requirement.

PART 2 EQUIPMENT

2.1 MILLING MACHINE

- A. The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the plans and specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be six feet.
- B. The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.
- C. Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.
- D.

- E. When milling to lower the grade adjacent to existing curb or other areas where it impractical to use the above described equipment, the use of a smaller milling machine will be permitted.
- F. The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation. For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

PART 3 EXECUTION

3.1 CONSTRUCTION

- A. When milling the existing pavement shall be removed to the average depth specified in the plans, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a string line to ensure maintaining the proper alignment.
- B. The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.
- C. The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.
- D. If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface.
- E. Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.
- F. Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.
- G. In urban and other sensitive areas where dust would cause a serious problem, the CONTRACTOR shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the work.

- H. To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directly by the ENGINEER.

END OF SECTION

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SECTION 02740 - SUBGRADE, BASE COURSE AND ASPHALT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Unit Price – Measurement and Payment
- B. Submittals
- C. Products
- D. Execution including examination, excavation, subgrades and base course
- E. Overlay Operations
- F. Stripping, RPMs and Roadway Signage
- G. Field Quality Control

1.2 RELATED SECTIONS

- A. Contract Documents, specifically the General Conditions For Construction, Section 01410 TESTING LABORATORY SERVICES
- B. Section 01025 – Price and Payment Procedures
- C. Section 01340 – Shop Drawings, Working Drawings and Samples
- D. Section 01400 – Quality Requirements
- E. Section 023122 – Dewatering and Drainage

1.3 REFERENCES

- A. The references to "Standard Specifications" shall mean the Florida Department of Transportation Standard Specifications cited above except for those paragraphs referring to Measurement and Payment.
- B. AASHTO M216 - Standard Specification for Lime for Soil Stabilization
- C. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types

- D. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
- E. ASTM C977 - Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization
- F. TAI - (The Asphalt Institute) - MS-8 Asphalt Paving Manual
- G. NLA (National Lime Association) Bulletin 326 - Lime Stabilization Construction Manual

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 MEASUREMENT AND PAYMENT PROCEDURES

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

- A. The job mix formula including the prime and tack coat, materials, and construction methods shall be submitted to the Engineer for approval before paving begins. Refer to Section 01340 SHOP DRAWINGS, WORKING DRAWINGS AND SAMPLES for additional requirements.

1.6 QUALITY ASSURANCE

- A. The Contractor will employ a testing laboratory to evaluate the materials delivered to and placed at the site.
- B. Certificates of material compliance, signed by material supplier and Contractor, may be submitted in lieu of material testing when acceptable to the Engineer and Project Manager.

1.7 PROJECT CONDITIONS

- A. Grade Control: Establish and maintain required lines and elevations.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Lime:
 - 1. Lime used as a stabilizing material: ASTM C207 Type N.

B. Limerock Base:

1. Limerock as stabilizing material or base coarse shall be to a compacted depth of at least 8 inches and shall consist of fossiliferous limestone of uniform quality, and shall not contain hard or flinty pieces that will prevent attainment of a smooth pavement surface free from pits and pockets. At the Contractor's option, either Ocala limerock or Miami Oolite limerock may be used, but only one type may be used on this Project.
2. Limerock shall be composed of not less than 70% of carbonates of calcium and magnesium, and not more than 3% of water-sensitive clay mineral.

C. Shell Base:

1. Shell as a stabilizing material or base course shall be to a compacted depth of at least 8 inches and shall be of mollusk family (i.e. oysters, mussels, clams, or cemented coquina). Steamed shell will not be permitted.
2. At least 50% (by weight) of the total material shall be retained on a No. 4 sieve. Not more than 7.5 % (by weight) of the total material passing the No. 200 sieve shall be removed by washing and the remainder shall consist of shell particles, chert and sand.

D. Prime/Tack Coat: The bituminous material to be used for prime/tack coats shall be either Cut-back Asphalt, Grade RC-70 or RC-250, or emulsified asphalt grades as specified in Section 300-2.1 of the "Standard Specifications" and approved by the Engineer. Materials shall conform to "Standard Specifications", Section 916 and the AASHTO requirements specified therein.

E. Asphaltic Concrete Surface Course:

1. Asphaltic concrete surface course Type S, S-I, S-II and S-III shall be composed of a mixture of aggregate, mineral filler and asphalt cement. Other types will be considered if not specified on the construction plans. Type should match adjacent existing pavement type if the Project requires restoration and not total resurfacing.
2. The job mix formula, size and percent of aggregates shall be as specified in the "Standard Specifications".

PART 3 EXECUTION

3.1 EXAMINATION

- A. Contractor must examine the site conditions and assure themselves that all proceeding construction activities are complete and the area is ready, as applicable, for stabilizing, application of base course and/or asphalt.
- B. Paver must examine the areas and conditions under which paving is to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Paver.

3.2 EXCAVATION

- A. Excavation shall be as required for the subgrade and cross section as shown on the project construction drawings. All suitable materials removed from the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and in such other places as directed by the Engineer. No excavated material shall be wasted without permission and where necessary to waste such material, it shall be disposed of in the locations directed by the Engineer. Muck and other unsuitable material shall be removed and replaced with suitable material. All material used shall be free of stumps, roots, brush, sod, rubbish, rocks or other unsuitable material.

3.3 SUBGRADES

- A. Subgrade construction shall consist of bringing the bottom of excavations and top of embankments of the roadway, between the outer limits of the paving or base course, to a surface conforming to the grades, lines and cross sections shown on the drawings, of uniform density, ready to receive the base course. The entire subgrade in both cuts and fills shall be thoroughly plowed and mixed to a depth of at least 12 inches below grade.
- B. The limits of the roadbed included in the designation of subgrade shall be as shown in the profile shown on the project construction drawings. The lines and grades shall be established by the Contractor as shown on the drawings and shall be maintained by means of grade stakes placed in lines parallel to the centerline of the area to be paved and spaces so that string lines may be stretched between the stakes.
- C. At least 6 inches (loose measurement) of a suitable commercial stabilizing material shall be mixed into the subgrade for stabilization in accordance with the "Standard Specifications", Section 160 and 230. The Florida Bearing Value (FBV) shall be 75 pounds. Density tests will be paid for by Contractor except for additional tests requested by the Project Manager and/or Engineer. Refer to the Contract Documents, specifically the General Conditions For Construction, Section 01410 TESTING LABORATORY SERVICES for additional requirements.

- D. After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.4 BASE COURSE

A. Limerock or Shell:

- 1. Base material shall be dumped on the end of the preceding spread without dumping or hauling directly on the sub-grade. Equipment for spreading and grading shall be as specified in Section 200 and 250 of the "Standard Specifications". After the spreading is completed, the entire surface shall be scarified and then shaped to produce the required grade and cross section after compaction. Water shall be added as required to obtain the specified density.

- B. If, at any time, the subgrade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade, and replace the materials removed with clean base material which shall be shaped and compacted as specified above.

- C. The completed base course shall be thoroughly cured before the prime coat or wearing surface is laid. The prime coat shall be applied only when the moisture content of the base does not exceed 90% of the optimum moisture for the base material. The Contractor shall maintain the base course to a true and satisfactory surface until the first lift of asphalt is laid.

- D. After completion of compaction, the surface of the base course shall be checked with a template cut to the required crown, and the thickness shall be checked by borings. Any surface irregularities in excess of 1/4 inch or any deficient thickness shall be corrected by scarifying and adding material after which the entire area shall be re-compacted and examined.

3.5 SURFACE PREPARATION

A. Overlay Operations

- 1. Mill all keyways and areas as shown on the project construction drawings.
- 2. Remove all loose material from existing asphalt surface immediately before applying prime coat.

3. Tack Coat: Apply at the rate of 0.02 to 0.08 gallon per sq. yd., over existing asphalt surface. Application of tack coat shall be immediately before overlay operations.

B. Roadway Construction

1. Proof roll prepared base course surface to check for unstable areas and areas requiring additional compaction.
2. Remove all loose material from compacted base surface immediately before applying prime coat.
3. Prime Coat: Apply at the rate of 0.35 to 0.40 gallon per sq. yd., over compacted base course. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure. Unless approved by the Project Manager, application of prime coat shall be within 48 hours of the asphaltting operations.

3.6 PLACING ASPHALT

A. General

1. Lay all asphalt, including leveling course, other than adjacent to curb and gutter or other true edges, by the string line method to obtain an accurate, uniform alignment of the pavement edge.

For overlay operations only, an alternative to the initial string line method would be to apply the asphalt overlay, survey and mark the roadway centerline, measure lane width on each side of centerline then string line and saw-cut the edge to match the existing in order to obtain an accurate, uniform alignment of the pavement edge. In no case shall the asphalt overlay material "overhang" the edge of the existing roadway.

2. Place asphalt mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to required grade, cross-section and compacted thickness.
3. Follow "Standard Specification" Section 330 for general construction of the surface course as applicable to this project.

B. Joints:

1. Make joints between old and new pavements, or between successive days work, to ensure continuous bond between adjoining work.

2. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.

C. Protection:

1. Immediately after placement, protect pavement from mechanical injury for sufficient time necessary or until surface temperature is less than 140°F.
2. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

3.7 STRIPPING (TEMPORARY AND PERMANENT) RAISED PAVEMENT MARKINGS AND SIGNAGE

- A. Once the asphalt has been placed and has achieved its maximum degree of hardness, Contractor shall apply temporary STOP BARS and stripping as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356).
- B. Once 30 days has elapsed, after the final asphalt placement, permanent stripping and RPMs shall be applied as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356).
- C. Roadway signage shall be as specified on the project construction drawings or in the applicable FDOT Index. Street terminations shall be signed as specified in FCOT Index 17349

3.8 FIELD QUALITY CONTROL

- A. Section 01400 QUALITY REQUIREMENTS
- B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or Engineer. Project Manager and/or Engineer are to select specific locations and lifts as well as witnessing of all compaction testing.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest. In general, the re-test locations shall be as specified in FDOT Standard Specification 125.
- D. Roadway Subgrade Compaction
 1. As a minimum, the top 12-inches of the roadway subgrade shall be compacted to 98% of the modified proctor. Some roadways may require

special subgrade stabilization, i.e., LBR 40 or as otherwise specified in the project construction drawings. When special subgrade stabilization is required by the project construction drawings, those requirements shall be superior to this specification requirement.

2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

E. Roadway Base Course Compaction

1. Compaction shall be by rolling with a combination of steel wheel and rubber tired rollers until 98% of the maximum density is reached as tested under AASHTO Method T-180. Compaction and finishing shall be in accord with single course base requirements of Paragraph 200-6 AND 250-7 of the "Standard Specifications".
2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

F. Asphalt Testing/Verification: Test the in-place asphalt courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Engineer.

G. Thickness: The compacted thickness of the base or surface courses shall be not less than that shown on the project construction drawings.

H. Surface Smoothness:

1. Test finished surface of each asphalt course for smoothness, using 15 foot straightedge applied parallel with the centerline of paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.
 - a. Base Course Surface: 1/4 inch
 - b. Wear Course and Overlay Surface: 1/8 inch
2. Check surfaced areas at intervals as directed by the Engineer
3. Using the Contractors water truck or metered fire hydrant, Contractor shall flood the finished roadway to verify water coursing and flow line. Any ponding or “bird baths” will be cause for rejection.

END OF SECTION

SECTION 02761 - PAVEMENT MARKINGS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. All applicable provisions of the bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.2 WORK INCLUDED

- A. The work covered by this section shall include the furnishing of all labor, equipment and materials necessary to construct and install all pavement marking, striping and car stops in accordance with the plans and these specifications.

1.3 PROJECT CONDITIONS

- A. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 degrees F for oil base materials, 50 degrees F for water-based materials, and not exceeding 90 degrees F.
- B. Surface Preparation: The surface shall be clean and free of dirt, grease, oil, or other contaminants which could interfere with adhesion.

1.4 QUALITY ASSURANCE

- A. Perform all work in accordance with the requirements of local agencies.

PART 2 - PRODUCTS

2.1 Chlorinated rubber-alkyd type, as per Fed Spec. No. TT-P-115, Type III, or shall be Code T-1, conforming to Section 971-12.2 of the Florida Department of Transportation Standard Specifications.

- A. Paint shall be factory mixed, quick drying and non-bleeding type.
- B. Color shall be as per D.O.T. requirements.
- C. Striping, arrows, lane markers and stop bars shall be provided with paint containing reflective additive.

- 2.2 Thermoplastic paint shall conform to the applicable Technical Specifications (Section 711) of the Florida Department of Transportation Standards
- 2.3 Traffic paint shall conform to the applicable Technical Specifications (Section 710) of the Florida Department of Transportation Standards
- 2.4 Car stops shall be of the size and dimensions shown on the plans. Concrete for car stops shall have a minimum compressive strength of 2,500 psi.
- 2.5 Reflectors shall be in accordance with Florida Department of Transportation Standards.

PART 3 EXECUTION

3.1 TRAFFIC AND LANE MARKINGS

- A. Sweep dust and loose material from the sealed surface.
- B. Apply paint striping as indicated on the drawings, with suitable mechanical equipment to produce uniform straight edges.
 - 1. Apply in not less than (2) two coats as per manufacturer's recommended rates of applications.
- C. Protect pavement markings until completely dry in accordance with manufacturer's recommendations.

3.2 TEMPORARY PAVEMENT MARKINGS

- A. Temporary paint shall be applied in accordance with permanent pavement marking specifications. However, only 1 coat of paint shall be required to a clean, dry surface using template or a striping machine. The CONTRACTOR may also propose to utilize temporary/removable pavement marking tape, as approved by the OWNER.
- B. Markings shall be applied using butyl adhesive pads or paint to clean dry pavement surfaces which are free of cracking, checking, spalling, or failure of underlying base material.
- C. When required, removable marking tape or pavement marking paint shall be applied on clean dry surfaces at designated locations. Tape that has become damaged and is no longer serviceable shall be replaced without additional compensation.

- D. All temporary markings and striping shall be removed when no longer required. Any pavement area that has been determined to be damaged as a result of the removal operation shall be repaired at no cost to the OWNER.

3.3 PAVEMENT MARKING REMOVAL

- A. Existing pavement marking lines and symbols shall be removed as to not materially or structurally damage the surface or texture of the pavement. A motorized abrasive device shall be utilized to remove existing markings. The CONTRACTOR shall repair any damage to the pavement at no expense to the OWNER. The pavement surface shall be left in a condition that will not mislead or misdirect customers or motorists. Pavement marking removal within public rights of way shall be completed in accordance with the regulatory authority having jurisdiction and the specifications.

END OF SECTION

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SECTION 02960 - RESTORATION OF SURFACE IMPROVEMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The work includes the restoration of driveway aprons, mail boxes, grassed and sodded areas, trees and plants, roadways, sprinkler systems, sidewalks and any other improvements required as a result of the Work.
- B. Restoration of surface improvements shall be concurrent with the installation of the water main, reclaimed water main, force main, drainage improvements or sanitary sewer; the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, sodding, driveway apron reconstruction, replacement of pre-existing irrigation systems and all surface restoration including trench repair.
- C. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required Work.

1.2 RELATED SECTIONS

- A. Section 01025 – Measurement and Payment
- B. Section 01340 – Shop Drawings, Work Drawings, and Samples
- C. Section 01400 – Quality Requirements
- D. Section 02486 – Seed, Mulch and Fertilizer
- E. Section 02740 – Subgrade, Base Course and Asphalt
- F. Section 03300 – Cast-In-Place Concrete

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Unless specifically called out in the Schedule of Bid Items, work under this Section shall be considered incidental to the Work as detailed in the related Sections.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, the existing lines shall be cut-&-capped during the construction/installation process. The replacement of existing irrigation in the Public ROW is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the specific work item. Replacement material (pipe, fittings and sprinkler heads) shall be equal to or of a better quality, quantity and size than the pre-existing.

PART 2 PRODUCTS

2.1 Refer to the individual Sections identified above

PART 3 EXECUTION

3.1 RESTORATION ACTIVITIES

A. Areas affected by the Work shall be restored to a condition equal to or better than the condition existing before the commencement of the Work. Additionally the Contractor shall re-set/replace disturbed and/or damaged mailboxes (all mailboxes shall conform to the current requirements of the US Post Office) and the Contractor shall re-set or replace existing signage.

3.2 BUSH, PLANT, SHRUB AND/OR TREE REMOVAL AND REPLACEMENT CRITERIA

A. Bushes, plants, shrubs and/or trees that have been planted in the City, County or State ROW by the adjacent property owner and is in direct conflict with a proposed utility improvement that includes swales, green space, etc. shall be removed to allow for the installation of the project improvements and will not be replaced.

END OF SECTION

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 PURPOSE

- A. The purpose of this Section is to address concrete that is either mixed on site for thrust blocks, valve collars and other miscellaneous concrete and for concrete delivered to the site by an FDOT licensed Concrete Batch Plant for site placement for driveways, driveway aprons, curbs and gutters, sidewalks, minor equipment pads, light pole base, flagpole base, thrust blocks, manholes, miscellaneous structures and miscellaneous slabs on grade.

1.2 RELATED SECTIONS

- A. Section 01025 – Measurement and Payment
- B. Section 01340 – Shop Drawings, Work Drawings, and Samples
- C. Section 01400 – Quality Requirements

1.3 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete
- B. ACI 305R - Hot Weather Concreting
- C. ACI 308 - Standard Practice for Curing Concrete
- D. ACI 347 - Recommended Practice for Concrete Formwork
- E. ASTM D1751 - Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
- F. ASTM C33 - Standard Specification for Concrete Aggregates
- G. ASTM C94 – Standard Specification for Ready-mixed Concrete
- H. ASTM C150 - Standard Specification for Portland Cement
- I. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 MEASUREMENT AND PAYMENT PROCEDURES

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

- A. The job mix formula, materials, and construction methods shall be submitted to the ENGINEER for approval before concrete begins. Refer to Section 01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.
- B. Project Record Documents
 - 1. Laboratory reports for compressive strength (7 day and 28 day), slump and air entrainment

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal
- B. Fine and Coarse Aggregates: ASTM C33
- C. Water: Potable

2.2 FORM MATERIALS

- A. Form Materials: At the discretion of the CONTRACTOR

2.3 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, unfinished or epoxy coated in accordance with ASTM A775 finish as called for on the plans.
- B. Stirrup Steel: ANSI/ASTM A82, unfinished or epoxy coated in accordance with ASTM A775 finish as called for on the plans.
- C. Welded Steel Wire Fabric: ASTM A497 Deformed Type; in coiled rolls; unfinished or epoxy coated in accordance with ASTM D884 Class A finish as called for on the plans.

2.4 ADMIXTURES

- A. Air Entrainment: ASTM C260

2.5 ACCESSORIES

- A. Bonding Agent: Polymer resin emulsion.
- B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours, 7,000 psi in 28 days.

2.6 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type A: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile.

2.7 CONCRETE MIX DESIGN

- A. Refer to FDOT Standard Specifications Section 347 for mix composition of the various types of concrete classes.
- B. Design mix to produce standard-weight concrete consisting of Portland cement, aggregate, air-entraining admixture and water to produce the following properties:
 1. Compressive Strength: 3000 psi, minimum at 28 days.
 2. Slump Range: 2" to 4"
 3. Air Content: 4% +/- 1.5%
 4. Minimum total cementitious content lb/yd³: 530
 5. Maximum water cement ratio lb/lb: 0.50

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions as shown on the contract drawings.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify compacted granular base is acceptable and ready to support concrete placement and imposed loads.

- D. Verify gradients and elevations of base are correct. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.
- E. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. In locations where agency jurisdictional requirements specify new concrete be doweled to existing work, or as shown on the drawings, the doweling shall be performed as follows: drill holes in existing concrete, remove dust and debris with compressed air, inject epoxy and insert steel dowels. For Curbs, sidewalks, driveways and other flatwork, provide a minimum of number 5 dowels at 18" o/c along the entire joint between new and existing concrete. Anchoring holes for all dowels shall be drilled at mid depth to provide a minimum penetration of 10" into the existing slab and 18" into the new slab. Brush full depth of each hole and remove dust with compressed air or rinse with water and allow to fully dry prior to epoxy/dowel placement into the existing slab.
- C. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- D. Check completed formwork for grade and alignment to the following tolerances:
 - 1. Top of forms not more than 1/8" in 10 feet deviation in alignment
 - 2. Vertical face on longitudinal axis, not more than 1/4" in 10 feet
- E. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.
- F. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- G. Place joint filler vertical in position, in straight lines to the full depth of the concrete. Secure to formwork during concrete placement.
- H. Place, support and secure reinforcement against displacement. Do not deviate from required position.

3.3 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items, which will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.4 QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with ACI 301.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- D. Four (4) concrete test cylinders will be taken for every 75 or less cubic yards of each class of concrete placed or for each day concrete is placed.
 - 1. Compressive strength test reports are to be provided in a progressive manner as the testing laboratory generates them. CONTRACTOR shall instruct their subcontracted laboratory to send copies to the Project Manager.
- E. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- F. One slump test will be taken, by the independent testing laboratory, for each set of test cylinders taken.

3.5 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301, ACI 302 or ACI 318. CONCRETE SHALL BE CONSOLIDATED DURING THE PLACEMENT WITH THE USE OF APPROPRIATE VIBRATORY EQUIPMENT.
- B. Notify ENGINEER minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, are not disturbed during concrete placement.
- D. Place joint filler in as shown on the plans. Set top to required elevations. Secure to resist movement by wet concrete.
- E. Install joint devices in accordance with manufacturer's instructions.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- G. Place concrete continuously between predetermined expansion, control, and construction joints.

3.6 JOINTS

- A. Make joints between old and new pavements, or between successive days work, to ensure continuous abutment between adjoining work.
- B. Construct joints to have same texture, density and smoothness as other sections of cement concrete course. Clean contact surfaces and install expansion joints prior to next day's installation.
- C. Weakened-Plane (Contraction) Joints: Provide weakened-plane joints, sectioning concrete into areas as shown on the drawings or every five linear feet for curbs. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:
 - 1. Sawed Joints: Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
 - 2. Construction Joints: Place construction joints at end of all pours and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such pours terminate at expansion joints.

- D. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
- E. Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1", and 1" below finished surface for joint sealer.

3.7 FINISHING

- A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjusting floating to compact surface and produce a uniform texture.
- B. After floating, test surface for trueness with a 10- foot straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.
- D. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - 1. Driveway aprons and Sidewalk Paving: Light broom, radius to 1/4-inch radius, and trowel joint edges. At the junction of sidewalks to roadway crossings, the sidewalks shall have a tactile surface treatment as specified in FDOT.
 - 2. Median Barrier: Light broom, radius to 3/4-inch radius, and trowel joint edges.
 - 3. Curbs and Gutters: Light broom.
 - 4. Direction of Texturing: Parallel to pavement direction.
 - 5. Inclined Vehicular Ramps: Broomed perpendicular to slope.
- E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.8 FORM REMOVAL

- A. Forms shall not be removed before the expiration of the minimum number of days indicated below, except when specifically authorized. When conditions of the

work are such as to justify it, forms may be required to remain in place for longer periods.

1. Sidewalks, driveways, driveway aprons: 4 days
2. Walls & vertical faces: 7 days

3.9 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, mechanical injury and vandalism.
- B. Drill test cores where directed by the Project Manager, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy resin grout.
- C. Repair or replace broken or defective concrete, as directed by the Project Manager.
- D. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to Final Acceptance.

3.10 PATCHING

- A. Allow the Project Manager to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable.
- C. Patch imperfections as directed in accordance with ACI 301.

END OF SECTION

APPENDIX A

City of Lake Worth Approved Product list

Florida Department of Health Permit

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Water Utilities Department
City of Lake Worth
301 College Street
Lake Worth, FL 33460

APPROVED PRODUCTS LIST

CERTIFICATION AND CONCURRENCY STATEMENT

Project Name: _____

Concurrency of Contractor: _____
Signature Date

Firm

Concurrency from the EOR
(Engineer of Record): _____
Signature Date

The execution of this document acknowledges that I (We), the above signed, have reviewed this Approved Products List (APL) in entirety, initialed all error corrections to the APL, and concur that the materials and products listed are acceptable and appropriate for the project noted above. As the engineer-of-record and/or contractor, I (We), the above signed, shall provide written notification to the City of Lake Worth for any material listed in the APL to which I object being implemented/ installed in the project noted above.

Individual product shop drawings will be required for all non-standard items. Products not listed in the APL, or APL listed products that defer in specification, shall be considered a non standard product.



Utilities Department
City of Lake Worth
301 College Street
Lake Worth, FL 33460

APPROVED PRODUCTS LIST

REVISED: July 9, 2015

Project Name: _____

Contractor: _____

Engineer: _____

APPROVED: _____
Signature Date

APPROVED AS NOTED: _____
Signature Date

*NOT APPROVED: _____
Signature Date

*Contractor to revise and resubmit by ____/____/____

WATER DISTRIBUTION

FIRE HYDRANTS:

- | | |
|---|--|
| <input type="checkbox"/> Mueller Super Centurion
A-423, 5 1/4" Plugged Drain | <input type="checkbox"/> American Darling
5 1/4" B-84-B-5 |
|---|--|

HYDRANT COATINGS:

Hydrants shall have a top coat of Tnemec Series 66 Yellow

BACKFLOW PREVENTION:

- BACKFLOW PREVENTORS (BFP)

- | | |
|---|---|
| <input type="checkbox"/> Watts
Model 009 | <input type="checkbox"/> Febco
805Y-BV |
|---|---|

- REDUCED PRESSURE ZONE (RPZ) DEVICE

Up to 2 1/2":

3" and up:

- | | |
|---|---|
| <input type="checkbox"/> Wilkins
975XL | <input type="checkbox"/> Wilkins
375XL |
|---|---|

WATER SERVICE FITTINGS:

- 1" CORPORATION STOPS

- | | | |
|--|--|--|
| <input type="checkbox"/> Mueller
P-25008N | <input type="checkbox"/> AY-McDonald
74701-22 | <input type="checkbox"/> Ford Meter
FB1000-4-NL |
|--|--|--|

- 2" CORPORATION STOPS

- | | | |
|--|--|--|
| <input type="checkbox"/> Mueller
P-25008N | <input type="checkbox"/> AY-McDonald
74701-22 | <input type="checkbox"/> Ford Meter
FB1000-7-NL |
|--|--|--|

- ANGLE METER VALVE (FOR U BRANCH)

5/8 x 3/4 x 3/4":

3/4":

- | | | |
|--|---|---|
| <input type="checkbox"/> Mueller
H-14265N | <input type="checkbox"/> AY-McDonald
74604B 3/4" | <input type="checkbox"/> Ford Meter
BA13-3-232W-NL |
|--|---|---|

- 1" ANGLE METER VALVE CURB STOP

5/8 x 3/4 x 1", 1":

1 x 3/4 x 3/4", 1":

- | | | |
|--|--|---|
| <input type="checkbox"/> Mueller
P-14258N | <input type="checkbox"/> AY-McDonald
74602B | <input type="checkbox"/> Ford Meter
BA13-342W-Q-NL |
| | | <input type="checkbox"/> Ford Meter
BA13-444W-Q-NL |

- 1" STRAIGHT METER VALVE CURB STOP

5/8 x 3/4 x 1", 1" 1 x 3/4 x 3/4", 1":

- | | | | | | |
|--------------------------|---------------------|--------------------------|--------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Mueller
P-24350N | <input type="checkbox"/> | AY-McDonald
76100M-22 | <input type="checkbox"/> | Ford Meter
B43-342W-NL |
| | | | | <input type="checkbox"/> | Ford Meter
B43-444W-NL |

- 2" ANGLE METER VALVE CURB STOP

2" 2" Flanged

- | | | | | | |
|--------------------------|---------------------|--------------------------|--------------------------|--------------------------|-----------------------------|
| <input type="checkbox"/> | Mueller
P-24276N | <input type="checkbox"/> | AY-McDonald
74602B-22 | <input type="checkbox"/> | Ford Meter
BFA43-777W-NL |
|--------------------------|---------------------|--------------------------|--------------------------|--------------------------|-----------------------------|

- 3/4" – 2" SERVICE FITTINGS

- | | | | | | |
|--------------------------|---------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| <input type="checkbox"/> | Mueller
P-15428N | <input type="checkbox"/> | AY-McDonald
74753-22 | <input type="checkbox"/> | Ford Meter
C84-XX-NL |
| <input type="checkbox"/> | Mueller
P-15451N | <input type="checkbox"/> | AY-McDonald
74754-22 | <input type="checkbox"/> | Ford Meter
C14-XX-NL |
| <input type="checkbox"/> | Mueller
P-15403N | <input type="checkbox"/> | AY-McDonald
74758-22 | <input type="checkbox"/> | Ford Meter
C44-XX-NL |

- DUAL WATER SERVICE U BRANCH

1 X 3/4 X 6.5": 1 X 3/4 X 6.5":

- | | | | | | |
|--------------------------|---------------------|--------------------------|-----------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | Mueller
P-15363N | <input type="checkbox"/> | AY-McDonald
708U2M | <input type="checkbox"/> | Ford Meter
U48-43-65-NL |
| | | <input type="checkbox"/> | AY-McDonald
708UFM | <input type="checkbox"/> | Ford Meter
U18-43-65-NL |

- METER COUPLING

5/8 X 3/4 X 3/4": 3/4 X 3/4 X 2 1/2":

- | | | | | | |
|--------------------------|--------------------|--------------------------|----------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | Mueller
H-10890 | <input type="checkbox"/> | AY-McDonald
74662 | <input type="checkbox"/> | Ford Meter
C38-23-25-NL |
|--------------------------|--------------------|--------------------------|----------------------|--------------------------|----------------------------|

1": 1 X 1 X 2.63":

- | | | | | | |
|--------------------------|--------------------|--------------------------|----------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | Mueller
H-10890 | <input type="checkbox"/> | AY-McDonald
74662 | <input type="checkbox"/> | Ford Meter
C38-24-35-NL |
|--------------------------|--------------------|--------------------------|----------------------|--------------------------|----------------------------|

VALVES/ TAPS:

- GATE VALVES

3/4", 1", 1 1/2", 2", 2 1/2", 3":

Nibco
T-133

Nibco
T-136

4" to 16"

Resilient Seat and Bi Directional Flow Only
Max working Pressure of 200 psi; tested at 400 psi

Mueller

American
Darling

Clow

- BUTTERFLY VALVES

12" to 24"
150psi Rated

Mueller

American
Darling

Henry Pratt

Clow

- TAPPING VALVES

Resilient Wedge Type

Mueller

American
Darling

Clow

- TAPPING SLEEVES

4" to 24"

Mueller
H-615

10" to 24"

Mueller
H-616

4" to 12" and 16"

American Darling
2800C

- TAPPING CROSS

Mueller
H-715

SERVICE SADDLES:

- DOUBLE STRAP SERVICE SADDLE – CC THREADS

$\frac{3}{4}$ ", 1", 1 $\frac{1}{4}$ ", 1 $\frac{1}{2}$ ", 2":

JCM
402

JCM
404

1" and 2":

JCM
313

Ford Meter
202B

$\frac{3}{4}$ ", 1", 1 $\frac{1}{2}$ ", 2":

Ford Meter
F202

Ford Meter
FCD202

- DOUBLE STRAP TAPPING SADDLE – CC THREADS

$\frac{3}{4}$ ", 1", 1 $\frac{1}{4}$ ", 1 $\frac{1}{2}$ ", 2":

Mc Donald
3826

SERVICES:

- METER BOX

For 1 $\frac{1}{2}$ " & 2" Meter:

Oldcastle Precast
N36 BOX
B36E Lid

For $\frac{3}{4}$ " or 1" Meter:

Oldcastle Carson
Heavywall 1118BCF
CDR 11" x 18" tier 15
With CI reader lid
#CO2111802D

- METER FLANGE

2" only:

Mc Donald
610F

Ford Meter
CF31-77-NL

WATER DISTRIBUTION PIPE MATERIALS:

- DUCTILE IRON PIPE (DIP)
Cement Line and Seal Coat

MANUFACTURER:

American Clow US Pipe McWayne Griffin

CLASS:

Class 52, sizes to be used on water mains: _____

Class 50, sizes to be used on water mains: _____

- POLYVINYL CHLORIDE (PVC)

MANUFACTURER: _____

CLASS:

PVC C-900, sizes to be used on water mains: _____ (4" to 12")

PVC C-905, sizes to be used on force mains: _____ (over 12")

- MECHANICAL JOINT RESTRAINT

Ebaa Iron
Mega Lug

Star Pipe Products
Series 3000 (DIP)

Star Pipe Products
Series 4000 (PVC)

Tyler Union
TUF Grip

- BELL JOINT RESTRAINT

Star Pipe Products
3100 Series (DIP)

Star Pipe Products
4100 Series (PVC 3"-12")

Star Pipe Products
4400 Series (PVC 14"-36")

- FLANGED ADAPTER

Star Pipe Products
Series 200

Star Pipe Products
Series 400

SEWER COLLECTION

MANHOLE LIDS

Low Traffic Areas:

- US Foundry No. 170 US Foundry No. 324

High Traffic Areas:

- Pamrex

VALVES

- AIR RELEASE VALVE (2") Val-Matic VM-48AS
- AIR/ VACUUM VALVE (2", 3") Val-Matic VM-301AS
- COMBINATION AIR VALVE (2" x 1"; 2" x 2"; 3" x 2") GA 959

- TAPPING VALVES

Resilient Wedge Type

- Mueller American Darling Clow

- RESILIENT SEAT VALVES

4" to 12"; Max working Pressure of 200 psi; tested at 400 psi

- Mueller American Darling Clow

- PLUG VALVES

For force main installation after tapping valve Working pressure 150 psi PRATT Clow

- VALVE BOX Tyler Union 6850 Series

LINING PRODUCTS

- Manhole/ Wetwell Liners

For Existing Structures:

- Kerneos Sewpercoat

- Global Refratta

For New Structures:

- Agru Suregrip

SEWER PIPE MATERIALS

- DUCTILE IRON PIPE (DIP)
Cement Line and Seal Coat

MANUFACTURER:

American Clow US Pipe McWayne Griffin

CLASS:

Class 52, sizes to be used on force mains: 4" 8"

Class 52, sizes to be used on gravity mains: 4" 6"

Class 50, sizes to be used on force mains: _____ (over 8")

Class 50, sizes to be used on gravity mains: _____ (over 6")

- POLYVINYL CHLORIDE (PVC)

MANUFACTURER: _____

CLASS:

PVC C-900, sizes to be used on force mains: _____ (4" to 12")

PVC C-905, sizes to be used on force mains: _____ (over 12")

PVC SDR-35, sizes to be used on gravity mains: _____
Depth of pipe less than 6ft

PVC SDR-26, sizes to be used on gravity mains: _____
Depth of pipe greater than or equal to 6ft

- REINFORCED CONCRETE PIPE (RCP)

MANUFACTURER: _____

CLASS III, sizes to be used on gravity mains: _____ (12" to 144")

- MECHANICAL JOINT RESTRAINT

Ebaa Iron
Mega Lug

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Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

Notification of Acceptance of Use of a General Permit

Permittee:

Larry Johnson
Water & Sewer Utilities Director
City Of Lake Worth
301 College Street
Lake worth, FL 33460
ljohnson@lakeworth.org

Permit Number: 138272-203-DSGP**Issue Date:** 02/04//2016**Expiration Date:** 02/03/2021**County:** Palm Beach**Project Name:** City of Lake Worth – 8th Ave S
and South F Street Water Main**Water Supplier:** City of Lake Worth**PWS ID:** 4500773

Dear Mr. Johnson:

On January 19, 2016 the Florida Department of Health-Palm Beach County, as an approved local program of the Florida Department of Environmental Protection, received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. [62-555.900\(7\)](#)], under the provisions of Rule [62-4.530](#) and Chapter [62-555](#), Florida Administrative Code (F.A.C.). The proposed project includes :

Construction of approximately 1,900 LF of 8" PVC, and 120 LF of 8" DIP to provide a loop for future connection to the existing service main located along 8th Avenue South from South B Street to South H Street and along South F Street connecting to 7th Avenue South in the City of Lake Worth, Florida.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule [62-555.405, F.A.C.](#), all applicable rules in Chapters [62-4](#), [62-550](#), [62-555](#), F.A.C., and the General Conditions for All General Drinking Water Permits (found in [62-4.540, F.A.C.](#)).

When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of the Federal Asbestos Regulation and Florida DEP requirements. For specific requirements applicable to AC pipes, the permittee should contact the Air and Waste Management section managers prior to commencing any such activities at (561) 837-5900 #3. Please be aware that a notification is required to be submitted to the Department for a regulated project.

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation. Pursuant to Rule [62-555.345, F.A.C.](#), the permittee shall submit a certification of construction completion [DEP Form No. [62-555.900\(9\)](#)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Florida Department of Health

Palm Beach County, Division of Environmental Public Health
P.O. Box 29, 800 Clematis Street, West Palm Beach, FL 33402
PHONE: 561-837-5900 • FAX : 561-837-5294

www.FloridasHealth.com

TWITTER:HealthyFLA
FACEBOOK:FLDepartmentofHealth
YOUTUBE: fldoh

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62-555.900(8), F.A.C., with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.

Sincerely,
For the Division Director



Darrel J. Graziani, P.E., R.S.
Environmental Administrator – Water Programs
Environmental Public Health

DG/JH/KB

c: Project Engineer: Ana V. Demelo, P.E.
Utility: Same

Civil Penalty May Be Incurred
if this project is placed into operation before obtaining a clearance from this office.

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation*.

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315(6), 62-555.340, and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- Connection to an existing system
- The end point of the proposed addition
- Any water lines branching off a main extension
- Every 1,200 feet on straight runs of pipe

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided. **All samples shall be collected by an employee of a state certified laboratory or a certified operator and be reported on DEP Reporting Format 62-550.730.**

For further clarification contact:
Jay Hardman, P.E.
Florida Department of Health Palm Beach
Plan Review & Permit Section
800 Clematis Street, 4th Floor
West Palm Beach, FL 33401
561-837-5900 #5