



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

**Invitation to Bid Construction No. 2017-044  
Project No. 16-096  
Veterans Park Seawall Repair and Dock Replacement (959-90)**

MAYOR	- CARY D. GLICKSTEIN
VICE MAYOR	- JORDANA JARJURA
DEPUTY VICE MAYOR	- MITCH KATZ
COMMISSIONER	- SHELLY PETROLIA
INTERIM CITY MANAGER	- NEAL DE JESUS

Purchasing Department ♦ (561) 243-7161 ♦ [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)

**CITY  
ITBC No. 2017-044**

**CONFIRMATION OF RECEIPT OF BID**

<b>Title:</b>	<b>Veterans Park Seawall Repair and Dock Replacement</b>
<b>Bidder Name:</b>	

This **Confirmation of Receipt of Bid** form may be used by Bidders who choose the hard copy (paper) bid submission method for delivery of Bids. Keep this form separate from the bid response. Prior to delivery of the bid response to the City Hall Lobby reception desk, Bidder should fill in the Bidder name in the space provided above. At the time of delivery, present this form to the receptionist who will date and time stamp the form confirming receipt. Bidders should keep this form with their records.

**Submission Deadline: March 21, 2017 2:00 P.M. ET**

**Submissions Accepted Via: BidSync, Delivery Service, or in Person**

**Submit to: City of Delray Beach  
Purchasing Division  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444**

**Comments: A facsimile copy will not be accepted as a sealed Bid.**

**City of Delray Beach  
Confirmation of Receipt (Date/Time Stamp):**

**CITY OF DELRAY BEACH**

**ITBC No. 2017-044  
Veterans Park Seawall Repair and Dock Replacement**

**Contents**

INVITATION TO BID ..... 3  
SECTION 1: TERMS AND CONDITIONS ..... 4  
SECTION 2: BID FORMAT ..... 15  
SECTION 3 SCOPE/SPECIFICATIONS OF WORK ..... 18  
SECTION 4: FORMS FOR BID ..... 20  
    Bid Submittal Signature Page ..... 21  
    Public Entity Crimes ..... 23  
    Drug-Free Workplace ..... 24  
    Conflict of Interest Disclosure Form ..... 25  
    Acknowledgment of Addenda ..... 27  
    Schedule of Pricing ..... 27  
    Genuine Bid ..... 30  
    Bid Guaranty ..... 31  
    Cone of Silence ..... 35  
    Non-Collusion Affidavit ..... 36  
    Other Required Information ..... 37  
    Questionnaire ..... 39

- Appendix A – General Construction Terms and Conditions
- Appendix B – Sample Agreement
- Appendix C – Plans and Drawings
- Appendix D – Specifications
- Appendix E – Schedule of Bid Prices



**CITY OF DELRAY BEACH  
PURCHASING DEPARTMENT  
TEL: (561) 243-7161  
purchasing@mydelraybeach.com**

**NOTICE TO BIDDERS  
INVITATION TO BID INSTRUCTIONS**

**ITBC NO: 2017-044**

**TITLE: Veterans Park Seawall Repair and Dock  
Replacement**

**ISSUE DATE: February 27, 2017**

**DEPARTMENT: Environmental Services**

**DUE DATE: March 21, 2017**

**TIME: 2:00 P.M., ET**

The City of Delray Beach, Florida is soliciting bids for the repair of an existing seawall and replacement of docks at Veterans Park, as identified in the Specifications and Scope of Services herein. Bidders must meet the minimum qualification requirements contained in this Invitation to Bid Construction (ITBC). **Pre-qualification prior to submitting a Bid is not required.**

A **Non-Mandatory Pre-Bid** Conference has been scheduled for 10:00 AM on March 21, 2017 at Environmental Services, 434 S. Swinton Avenue, Delray Beach, FL 33444. Interested contractors and sub-contractors are invited to attend the pre-bid conference to obtain additional information and clarification of the City's requirements.

A non-mandatory site visit will promptly follow the Pre-Bid Conference. This will be the only City-led site visit. Attendees are responsible for their own transportation to the site. Veterans Park is located at 802 NE 1st Street, Delray Beach, FL.

1. **NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:
  - BidSync – [www.bidsync.com](http://www.bidsync.com)
  - Purchasing Department webpage on the City of Delray Beach [website](#)
  - Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)
  - Hard copies are available at City Hall

These are the only methods of notification and distribution authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those shown above. It shall be the Proposer's responsibility to verify the validity of all ITBC documents and solicitation information received by sources other than those listed.

2. **REQUIRED INFORMATION:** This ITBC contain various sections which require completion. Responses to this ITBC (Bids) must be completed and returned prior to the Due Date and

Time set for Proposal opening or the Bidder will be found non-responsive. It is the sole responsibility of the Bidder to submit the forms and/or attachments as required in this ITBC.

3. **CORRESPONDENCE:** The number of this ITBC must appear on all correspondence, or inquiries, pertaining to this ITBC.
4. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this ITBC shall become the property of the City and shall be treated as City documents subject to applicable laws for public records.
5. **ADDENDA:** Any interpretations, corrections or changes to this ITBC will be made by addenda. Sole issuing authority for all addenda shall be vested in the City Purchasing Department. Addenda will be posted for download and/or made available through the City notification methods shown above.
6. **PREFERRED SUBMISSION METHOD, ELECTRONIC BID:** Submission of bids electronically will be through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time as indicated in this ITBC. BidSync does not accept electronic bids after the Due Date and Time. It is the sole responsibility of the Bidder to ensure its Bid submission via BidSync is complete prior to the solicitation Due Date and Time. There is no cost to the Bidder to submit a bid to a City via BidSync. Electronic submission of bids will require the uploading of forms and/or attachments as designated in this ITBC. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.
7. **ALTERNATIVE SUBMISSION METHOD, HARD COPY (PAPER) BID:** Paper hard copies of Bidder's bid may be submitted as an alternative method. The bid and all copies must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. Bids must be presented in a sealed container.

It is the sole responsibility of the Bidder to utilize the forms provided in this ITBC. The Bidder's name, return address, the ITBC number, ITBC title, Due Date and Time must be noted on the outside of the sealed container. For hard copy submission, included the following in the sealed container:

- One (1) unbound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) bound copy(s) clearly identifying Bidder and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying Bidder. NOTE: Electronic format copy should be submitted on a USB portable flash memory card/drive in Adobe Acrobat<sup>®</sup> portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt the electronic format copy. Electronic format copy must include all required information and be identical to the original.

**NOTE: Bid responses submitted via facsimile or email will not be considered.**

8. **BID OPENINGS:** Immediately following the Due Date and Time, all bids, including those submitted electronically via BidSync, will be publicly opened at the City of Delray Beach City Hall, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL or other designated City location as posted.

9. **LATE BIDS:** Bids received after the Due Date and Time will be returned to Bidder and will be considered non-responsive. The City is not responsible for late delivery due to weather conditions, delivery service, internet service outages or any other reasons.
10. **EVALUATION OF BIDS:** The review process will be conducted in two phases. In Phase One, the Chief Purchasing Officer (CPO) or designee shall determine whether each Bidder is responsive and responsible. A responsive Bidder shall mean a Bidder that has submitted a Bid that conforms in all material respects to the requirements in the ITBC. Among other things, a Bid may be found non-responsive if the Bidder failed to provide the information requested in the Bid; fails to utilize or complete the required forms; provides incomplete, indefinite, or ambiguous responses; fails to comply with the applicable deadlines; provides improper or undated signatures; or provides information that is false, misleading, or exaggerated. A responsible Bidder means a Bidder meets the minimum qualification requirement(s) of this ITBC.

In Phase Two, the Bid Tabulation will be completed for those Bidders that are deemed responsive and responsible.

11. **QUESTIONS:** Each Bidder must examine this ITBC, which incorporates all its addenda, appendices, exhibits and attachments. All questions concerning this ITBC, such as technical specifications, discrepancies, omissions and exceptions to any term or condition of the ITBC documents, should be submitted in writing utilizing the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com) or submitted directly to [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the Solicitation Schedule for this ITBC.

The City's response to questions and requests for information will be answered in an addendum. Material changes, if any, to the requirements, scope, specifications, or the solicitation process will be made by written addenda. Addenda will be posted and/or distributed via the City's notification methods including BidSync and the City website.

Submission of a bid will be considered evidence that the Bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. As applicable, all changes to this ITBC provided via addendum will become part of any resulting Agreement.

12. **SCOPE OF SERVICES:** The Successful Bidder will repair an existing seawall and replace docks at Veterans Park, in accordance with the specifications and requirements as stated herein.
13. **CITY'S ACCEPTANCE:** Unless otherwise specified herein, the Bidder will allow a minimum of ninety (90) days from the Due Date and Time for acceptance of its Bid by the City Manager and/or City Commission.
14. **AWARD:** The City reserves the right to waive minor defects, variations to specifications, informalities, irregularities and technicalities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and/or to accept Bids that in its judgment will be for the best interest of the City.

**15. SOLICITATION SCHEDULE:**

<b>ACTIVITY</b>	<b>DATE</b>
Issue ITB	February 27, 2017
Pre-solicitation Conference and Site Tour	March 7, 2017, 10:00 A.M., ET, ESD Training Room
Deadline for Delivery of Questions	March 14, 2017, 5:00 P.M., ET
Due Date and Time (for delivery of Bids)	March 21, 2017, 2:00 P.M., ET
Institute Cone of Silence	March 21, 2017, 2:00 P.M., ET
Phase 1 Evaluation Complete	March 28, 2017
Phase 2 Bid Tabulation Complete	March 29, 2017

**16. MEETING LOCATIONS:**

- **ESD Conference Room and Training Room** - Environmental Services, 434 S. Swinton Avenue, Delray Beach, FL 33444.

[Remainder of page intentionally left blank]

## SECTION 1: TERMS AND CONDITIONS

### 1. SUBMISSION AND RECEIPT OF BIDS:

- A. To receive consideration, Bids must be received prior to the Due Date and time as designated in this ITBC.
- B. Unless otherwise specified, Bidders must complete all questions and price blanks in the spaces provided in this ITBC. Failure to do so may cause the Bid to be rejected. Bidders may attach supplemental information.
- C. Bids having any erasures or corrections must be initialed by Bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with ink.
- D. All Bids must be signed with the Bidder's name and by an officer or employee having the authority to bind the Bidder by his/her signature.

### 2. BID PACKAGE: The following forms must be included with each Bid in the format specified in Section 2:

- Form 1. Bidder's Submittal Signature Page
- Form 2. Public Entity Crimes
- Form 3. Drug-Free Workplace
- Form 4. Conflict of Interest
- Form 5. Acknowledgement of Addenda
- Form 6. Schedule of Pricing
- Form 7. Genuine Bid
- Form 8. Bid Guaranty
- Form 9. Cone of Silence
- Form 10. Non-Collusion Affidavit
- Form 11. Other Required Information
- Form 12. Questionnaire

### 3. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services with quantities, projected spend, or usages shown; these amounts are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Agreement(s). These estimated amounts are for Bidders' information only and may be used for tabulation purposes and presentation of Bids for award.

### 4. PRICING/PERIOD:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted will be firm for acceptance for a period of **ninety (90) days** from the Due Date unless otherwise stated by the City or Bidder.
- B. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Therefore, Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices quoted.

### 5. COMPLIANCE WITH SAFETY STANDARDS:

- A. All equipment, machinery, electrical appliances, cords and apparatus utilized in the provision of services shall comply with all safety provisions of the Occupational Safety and Health Act (OSHA) and other applicable regulatory agencies.
  - B. Whenever a bid is sought and services secured for any type of on-site construction the Bidder(s) that is awarded the Agreement(s) (Successful Bidder) shall remove from the work site at the end of each working day all rubbish and waste debris resulting from its operations. The Successful Bidder shall also secure the work site before leaving at the end of each working day.
- 6. SIGNED BID CONSIDERED AN OFFER:** This signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City and in case of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
- 7. INDEMNITY/HOLD HARMLESS AGREEMENT:** Successful Bidder shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its offers, agents, servants, and employees from and against and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court cost, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, omission of, Successful Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceedings is brought against the City by reason of any such claim, cause of action, or demand, Successful Bidder shall, upon notice from the City, resist and defend such lawsuit or proceedings by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of the Agreement. To the extent considered necessary by the Bidder, Administrator and the City Attorney, any sums due Successful Bidder under this Agreement may be retained by the City until all City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.
- 8. LIMITATIONS ON COMMUNICATIONS -- CONE OF SILENCE:** Bidders are advised that a Cone of Silence will be in effect during this Bid. The Cone of Silence is effective from the Due Date and Time until award is made by the City Manager and/or Commission. The Cone of Silence prohibits any communications, regarding this Bid, between the Bidders or any Person representing the Bidders, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the Agreement under this Bid, or any member of the Selection Committee. All correspondence regarding this ITBC must be in writing and must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "any person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- A. 'Cone of Silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposals, request for qualification, bid, or any other competitive solicitation between:
  - i. Any person or person's representative seeking an award from such competitive solicitations; and
  - ii. Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular Agreement.
- B. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- C. The Cone of Silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The Cone of Silence applies to any person or person's representative who responds to a particular request for proposals, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposals, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- D. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Bidder negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the Cone of Silence shall not apply to Bidder negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- E. The Cone of Silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- F. The Cone of Silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves an Agreement, rejects all Bids or responses, or otherwise takes action which ends the solicitation process.
- G. Any Agreement entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

**9. LIABILITY, INSURANCE, PERMITS AND LICENSES:** Where the Successful Bidder is required to enter or go onto City property to deliver goods, materials, or perform work or services as a result of a Bid award, the Successful Bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Delray

Beach ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The Successful Bidder shall be liable for any damages or loss to Delray Beach occasioned by negligence of the Successful Bidder (or agent) or any person the Successful Bidder has designated in the completion of the Agreement as a result of the Bid of this Bid.

The Successful Bidder shall supply proof of insurance, detailing terms and provisions of coverage, which must be received the Purchasing Department and approved by the City Risk Manager within 10 days of final execution of the Agreement.

Successful Bidder shall carry the following minimum types of insurance:

- A. Workers' Compensation: with the statutory limits;
- B. Employers' Liability insurance: with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent Bidders, products and/or completed operations for Bidders, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and contractual Exclusions removed.
- D. Motor Vehicle Liability Insurance: with coverage for all vehicles associated with Bidder's operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than \$1,000,000 combined single limit per each occurrence.
- E. Builder's Risk Insurance: with a limit of not less than \$1,000,000 per occurrence.
- F. Contractors Liability (Errors & Omissions) Insurance: with a limit of not less than \$1,000,000 per occurrence.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have an A.M. Best rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Bidder agrees to notify the City within five business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department.

The coverages and minimum limits of insurance required by the Agreement are based on circumstances in effect at the inception of the Agreement. If, in the opinion of the City, circumstances merit a change in such coverages or minimum limits of insurance required by the Successful Bidder, the City may change the coverages and minimum limits of insurance required, and the Successful Bidder will, within 60 days of receipt of written notice of a

change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the Agreement.

- 10. AWARD OF BID:** The City reserves the right to accept any Bid, combination of Bids or bid alternates which, in the City's sole discretion will best serve the City's interest. The City reserves the right to reject any and all Bids, to reject any part of any Bid, to waive any and all informalities and/or irregularities, to negotiate terms with the Successful Bidder, and to disregard all non-responsible, non-responsive, unbalanced or conditional Bids.
- 11. BILLING INSTRUCTIONS:** Invoices must show the purchase order number and shall be submitted electronically to [accountspayable@mydelraybeach.com](mailto:accountspayable@mydelraybeach.com) or mailed to City of Delray Beach, ATTN: Accounts Payable, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL 33444.
- 12. TAXES:** The City is exempt from any sales tax imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.
- 13. EXCEPTIONS TO CONDITIONS:** In the event Bid Specifications and any Special Provisions differ from the Terms and Conditions; the Bid Specifications and Special Provisions will prevail.
- 14. TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel the Agreement by giving written notice to the Successful Bidder thirty days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Successful Bidder under the Agreement shall, at the option of the City, become City property and the Successful Bidder shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 15. ANTI-COLLUSION:**
  - A. Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
  - B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from the supplier bid list(s).
- 16. CONFLICT OF INTEREST:**
  - A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; and
  - B. The award is subject to provisions of Florida State Statutes and City Ordinances.
- 17. CITY POLICIES:** Successful Bidder shall comply with the City Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City Human Resources Department. Violations of these policies may result in termination of the Agreement.

- 18. NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are equitably treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all of Bidder's subcontractors and it is the responsibility of Bidder's subcontractors to be in compliance.
- 19. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory supplier list may not submit a Bid to provide goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractors, or consultant under any Agreement with any public entity, and may not transact business with any public entity.
- 20. BID PROTEST:** Parties that are not actual Bidders including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual Bidder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the CPO by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids is subject to the protest procedure.

**Note:** Any Bidder filing a protest shall simultaneously provide a Protest Bond to the City in the amount of fifteen thousand dollars (\$15,000). If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04.

Protest shall be addressed to:  
City of Delray Beach  
Chief Purchasing Officer  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

**21. PUBLIC RECORDS:**

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100**

**N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM](mailto:PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM).**

Successful Bidder shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Successful Bidder does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Successful Bidder or keep and maintain public records required by the City to perform the service. If the Successful Bidder transfers all public records to the City upon completion of the Agreement, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the Agreement, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Successful Bidder does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

**22. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Any person or affiliate who has been placed on the convicted supplier list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in State Statute Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted supplier list.

**23. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed City Agreements, transactions, accounts and records. The City has entered into an inter-local agreement for inspector general services. This agreement provides for the Inspector General to provide services to the City in accordance with the City functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties

doing business with the City and receiving City funds shall fully cooperate with the Office of Inspector General, including providing access to records relating to the Agreement. The Office of Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Bidder, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement specifications and detect corruption and fraud.

Failure to cooperate with the Office of Inspector General, or interference with or impeding any investigation shall be a violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 24. LOCAL PREFERENCE:** In accordance with the City Code of Ordinances, Section 36.14, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive Bidder.
- 25. METHOD OF ORDERING:** A Purchase Order(s) will be issued for this purchase.
- 26. SPECIAL PROVISIONS:** Refer to Appendix A, General Construction Terms and Conditions.
- 27. LIQUIDATED DAMAGES:** For each calendar day Successful Bidder exceeds the allotted number of days provided for substantial completion, Successful Bidder shall pay City \$500.00. For each calendar day Successful Bidder exceeds the allotted number of days provided for final completion, Successful Bidder shall pay City \$500.00.

[Remainder of page intentionally left blank]

## SECTION 2: BID FORMAT

1. **INFORMATION:** Any process questions in regard to the submission of Bids should be submitted via email to: [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com).
2. **MINIMUM QUALIFICATIONS:** Bidder must submit the requested information for verification the Bidder meets the following minimum qualification requirements:

A. Bidder must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The City will verify registration.**

B. Bidder must have been in the business for a minimum of thirty-six months prior to the Due Date and Time.

**Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of thirty-six months prior to the Due Date and Time.**

C. Bidder must have experience in repairing a minimum of two seawalls.

**Provide the following information for the two qualifying marine dock projects:**

- i. Name of project owner
- ii. Contact name
- iii. Contact email
- iv. Location / address of project
- v. Dates of project (start/end)
- vi. Brief description of project
- vii. List of the components of the project as stated above

**NOTE: Client references will be contacted to confirm experience. Clients may also confirm projects before bids are due by emailing [lingholm@mydelraybeach.com](mailto:lingholm@mydelraybeach.com).**

D. Bidder must have experience in constructing a minimum of two marine docks.

**Provide the following information for the two qualifying marine dock projects:**

- i. Name of project owner
- ii. Contact name
- iii. Contact email
- iv. Location / address of project
- v. Dates of project (start/end)
- vi. Brief description of project
- vii. List of the components of the project as stated above

**NOTE: Client references will be contacted to confirm experience. Clients may also confirm projects before bids are due by emailing [lingholm@mydelraybeach.com](mailto:lingholm@mydelraybeach.com).**

E. Bidder has submitted pricing on the work specified in this ITBC or as modified via addendum.

**No additional documentation is required. The City will verify from Bidder's Form 6, Schedule of Pricing.**

F. Bidder must have a Florida General Contractor license, issued by the State of Florida, Department of Business and Professional Regulation Construction Industry Licensing Board.

**Submit a copy of Proposer's current General Contractor's license issued by the State of Florida Department of Business and Professional Regulation.**

G. Must submit a bid guaranty in the amount equal to 5% of total bid price.

**Complete Form 8 Bid Guaranty and attach bid bond.**

H. Bidder has no reported conflict of interests in relation to this ITBC.

**No additional documentation is required. The City will verify from Bidder's Form 4, Conflict of Interest.**

**3. BID FORMAT:** Bids must adhere to the following format:

Chapter 1	Letter of Intent Form 1, Bid Submittal Signature Page
Chapter 2	Form 11, Bidder Information Form 12, Questionnaire Evidence of Insurance, Professional Licenses, and Certificates W-9
Chapter 3	Form 2, Public Entity Crimes Form 3, Drug-Free Workplace Form 4, Conflict of Interest
Chapter 4	Form 5, Acknowledgement of Addenda
Chapter 5	Form 7, Genuine Bid Form 8, Bid Guaranty Form 9, Cone of Silence Form 10, Non-Collusion Affidavit Form 12, Questionnaire
Chapter 6	Form 6, Schedule of Pricing

A. **Letter of Intent:** Letter should be limited to no more than two pages. Provide a brief statement of Bidder's understanding of the scope of work to be rendered and/or goods to be provided and a statement of Bidder's commitment to perform according to the requirements stated in this ITBC.

Include the contact information for Bidder's primary and secondary representative during this ITBC process to include the following:

- i. Name
- ii. Title
- iii. Phone number
- iv. Email address
- v. Mailing address

- B. **Evidence of Insurance, Professional Licenses, and Certificates:** Certificate of Insurance showing current coverage, forms, and limits. Submit a copy of all licenses, certificates, and/or registrations required to perform the work that Bidder, its staff, and its proposed subcontractors possess.
- C. **W-9:** Include a copy of Bidder's W-9, complete with full company name (as it appears on Bidder's FEIN and Florida Department of State, Division of Corporations registrations) any dba, tax classification, address and employer identification number. W-9 must be signed by an authorized official of Bidder and dated within the past 12 months.

[Remainder of Page Intentionally Left Blank]

### SECTION 3: SCOPE OF WORK

1. **SCOPE:** The Successful Bidder shall provide labor, equipment, materials, and other operations to repair the Veterans Park seawall and replace docks.
2. **PROJECT COMPLETION:** This project is anticipated to be completed by November of 2017. Work shall be substantially completed within 150 calendar days of the date on the Notice to Proceed, and fully completed within 30 days of the date of substantial completion.
3. **WORKING HOURS:** Working hours for this project shall be:
  - (a) 7:30 a.m. ET to 4:30 p.m. ET Monday through Friday, excluding City holidays
  - (b) Saturday and City holidays, if requested in writing and approved by City
4. **PROJECT LOCATION:** Veterans Park is located at 802 NE 1st Street, Delray Beach.
5. **INSPECTIONS:** Inspections shall be requested at least two business days in advance. Inspections will be performed by the City's Building Department and Wantman Group.
6. **BUDGET:** The budget for this project is \$710,000.
7. **PLANS AND DRAWINGS:** Refer to Appendix C.
8. **SPECIFICATIONS:** Refer to Appendix D.

[Remainder of page intentionally left blank]

## BID SUBMITTAL CHECKLIST

A responsive Bidder means a Bidder that has submitted a bid that conforms in all material respects to the requirements in this ITBC. The CPO or designee will determine whether each Bidder correctly submitted all of the necessary forms and documents and is responsive. The purpose of this checklist is to assist Bidders in completing their Bids. Do not include checklist with the Bid submittal.

- Letter of Intent
- Bidder's Statement of Organization
- Subcontractor Information
- Form 1-Bid Submittal Signature Page
- Form 2-Public Entity Crimes
- Form 3-Drug Free Workplace
- Form 4-Conflict of Interest
- Form 5-Acknowledgement of Addenda
- Form 6-Schedule of Pricing
- Form 7-Genuine Bid
- Form 8-Bid Guaranty
- Form 9-Cone of Silence
- Form 10-Non-Collusion Affidavit
- Form 11-Other Required Information
- Form 12-Questionnaire

**SECTION 4: FORMS FOR BID**

Each Bidder must complete and submit the forms included in this Section 4.

- 1 Form 1-Bid Submittal Signature Page
- 2 Form 2-Public Entity Crimes
- 3 Form 3-Drug Free Workplace
- 4 Form 4-Conflict of Interest
- 5 Form 5-Acknowledgement of Addenda
- 6 Form 6-Schedule of Pricing
- 7 Form 7-Genuine Bid
- 8 Form 8-Bid Guaranty
- 9 Form 9-Cone of Silence
- 10 Form 10-Non-Collusion Affidavit
- 11 Form 11-Bidder Information
- 12 Form 12-Questionnaire

[Remainder of page intentionally left blank]

**Form 1 - Bid Submittal Signature Page**

By signing this Form 1, Bid Submittal Signature Page, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions. By signing this Bid Bidder agrees to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

**ITBC No. 2017-044  
Veterans Park Seawall Repair and Dock Replacement**

By signing this Form 1, Bidder acknowledges it has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different from Street Address): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

By signing this document, the Bidder has examined copies of all the Contract documents and addenda and agrees to all terms and conditions of the ITBC and the resulting agreement.

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

**Form 1 - Bid Submittal Signature Page (cont'd)**

**Signature Authority**

Indicate below Bidder's type of organization and provide the required documentation as applicable to demonstrate that the executor of Bidder's Bid is duly authorized to execute on behalf of, and as the official act of, Bidder.

<b>Select</b>	<b>Type of Organization</b>	<b>Officer Who Signed Bid Submittal Signature Page</b>	<b>Required Authorizing Documentation</b>
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

**Documentation is not required per the instructions above.**

**The required authorizing documentation requested above is included with Bid.**

**Form 2 - Public Entity Crimes**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a Bid on a Bidder to provide any goods or services to a public entity; may not submit a Bid on a Bidder with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Bidder with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Bidders list.

Acknowledged by:

---

Firm Name (print)

---

Signature Date

---

Printed Name and Title

### Form 3 - Drug-Free Workplace

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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

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

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

---

Firm Name (print)

---

Signature

Date

---

Printed Name and Title

**Form 4 - Conflict of Interest Disclosure Form**

The award of this ITBC is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Bidders must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City.

Furthermore, all Bidders must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this ITBC.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Bidder and, if applicable attach supporting information:

To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

---

Firm Name (print)

---

Signature Date

---

Printed Name and Title

Disclose the name of any officer, director or agent of Bidder who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests exist enter N/A.

---

---



**Form 5 - Acknowledgment of Addenda**

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this ITBC. The Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDA NUMBER	ADDENDA DATE

---

Firm Name (print)

---

Signature Date

---

Printed Name and Title

**Form 6 - Schedule of Pricing**

**A. PRICE:** Bidder must submit pricing per the requirements and specification detailed in this ITBC using the Microsoft Excel<sup>®</sup> formatted document of Appendix E, Schedule of Bid Prices.

**B.** Bidder agrees that the Work will be substantially completed within 150 calendar days of the date when the Contract Time commences, and completed within 30 days of the date of substantial completion.

Yes

No

**C. INDEMNIFICATION:** The City will pay to the Contractor the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Contractor acknowledges that the Grand Total bid price above includes said consideration for the indemnification provision.

Yes

No

**D. JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:** Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

Yes

No

**E. BID INFORMATION WAS OBTAINED FROM:**

BidSync

City Website

City Hall

Other (specify) \_\_\_\_\_

**Form 6 - Schedule of Pricing (cont'd)**

TRENCH SAFETY ACT  
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

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

<u>Method of Compliance</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Bidder acknowledges that the Trench Safety Act Method of Compliance Cost shown above is included in the applicable items of its Bid and in the Grand Total bid price. Failure to complete the above may result in the Bid being deemed non-responsive.

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

## Form 7 – Genuine Bid

By signing this Form 7, Genuine Bid, Bidder confirms 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 a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Identification Number:

Signature

Date

Printed Name and Title

**Form 8 – Bid Guaranty**

The undersigned Bidder agrees to the following:

The Bid Bond submitted in response to this ITBC shall be forfeited by the Bidder if Bidder is the Successful Bidder, and (1) the undersigned Bidder shall fail to execute the Agreement within the specified time period; (2) the undersigned Bidder shall fail to furnish security and/or performance bond(s) as required in the Agreement and in the time period specified; and/or (3) the undersigned Bidder shall fail to furnish insurance certificates as required in the Agreement and within the time specified. Otherwise, said certified check, cashier's check or bid bond will to be returned as provided herein. NOTE: Bidder must use the Bid Bond forms on the following pages.

Accompanying this Bid is a

- Certified check;
- Cashier's check; or
- Bid bond

meeting the requirements of this ITBC. Bid bond is 5% of the Total Bid Price in the amount of

---

(written amount equal to 5% of Total Bid Price)

(\$ \_\_\_\_\_) payable to the City of Delray Beach.

**NOTE: Surety must enter an exact dollar amount on the Bid Bond Document. Bids Bonds stating "5% of the Total Bid Price" or other similar language will not be accepted.**

---

Firm Name (print)

---

Signature

Date

---

Printed Name and Title

**BID BOND**

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

KNOW ALL MY BY THESE PRESENTS that \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as surety, are held and firmly bound  
unto the City of Delray Beach, Florida, hereinafter called the City, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful  
money of the United States, for the payment of which sum will and truly to be made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by  
these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has  
submitted the accompanying bid, dated \_\_\_\_\_, for project titled:

**ITBC No. 2017-044  
Veterans Park Seawall Repair and Dock Replacement**

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashier's check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that Bidder would, if awarded the contract, enter into a written contract with the City for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
  
- (b) If the Principal shall not withdraw said bond within (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to the City and the surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their  
several seals, this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of  
each corporate party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.



I \_\_\_\_\_(person), on behalf  
of (surety) \_\_\_\_\_ (surety company) have read  
and examined the Performance and Payment Bonds attached to ITBC No. 2017-044.

\_\_\_\_\_  
Signature

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

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary Only will attest and affix corporate seal)

**WITNESSES**

**PRINCIPAL**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Firm name)

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
(Signature of Authorized Officer)

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

By: \_\_\_\_\_  
(Signature)

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

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

CORPORATE SEAL:

**SURETY**

**WITNESSES**

By:

\_\_\_\_\_  
(Firm name)

By:

\_\_\_\_\_  
(Signature)

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

By:

\_\_\_\_\_  
(Signature)

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

By:

\_\_\_\_\_  
(Signature of Attorney in Fact)

Business Address:

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

## Form 9 - CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this ITBC, which provides as follows:

Sec. 2-355. Cone of silence.

- (a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (3) Any person or person's representative seeking an award from such competitive solicitation; and
  - (4) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.**
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

By signing below, Bidder agrees to abide by the restrictions in this Cone of Silence.

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**Form 10 – Non-Collusion Affidavit**

STATE OF FLORIDA

)SS

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

\_\_\_\_\_ being first duly sworn, deposes and states that:

(Name)

(1) He / She is the \_\_\_\_\_,

(Owner, Partner, Officer, Representative or Agent)

(2) He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

(5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

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

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

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

\_\_\_\_\_  
Signature and Stamp of Notary Public

My Commission Expires: \_\_\_\_\_

**Form 11 - BIDDER INFORMATION**

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non- responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's full and complete legal name including any dba and address:  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Organization Type (e.g., corporation, partnership, LLC): \_\_\_\_\_
3. Years in Business: \_\_\_\_\_
4. Address of corporate headquarters and local office (if any):  
CORPORATE OFFICE: \_\_\_\_\_  
LOCAL OFFICE: \_\_\_\_\_
  
5. Bidder's telephone and facsimile numbers: \_\_\_\_\_
  
6. Bidder's website URL address: \_\_\_\_\_
  
7. Bidder's Representative and contact for this ITBC:  
  
Name and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  
8. Number of years as a Contractor in this type of work: \_\_\_\_\_
  
9. Names and titles of all officers of Bidder's firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## Form 12 - QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained in this Form 12.

1. How many years has Bidder's organization been in business in the State of Florida as a Contractor?

---

2. Identify the most recent project for pedestrian walkways that Bidder has completed (meaning acceptance has been made by owner and final payment has been made) Provide the project name, date completed, owner's name, owner's contact phone number and email address, and the project location.

---

---

---

---

---

---

---

---

3. Has Bidder failed to complete work on an awarded project in the last seven years for any reason. If yes, identify the project, where it was located, and provide an explanation why Bidder did not complete the work.

---

---

---

---

---

---

---

---

4. Provide three client references for which Bidder has performed work and who are agreeable to respond to the City's request for feedback.

**Client Reference 1**

Client Name: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

**Client Reference 2**

Client Name: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

**Client Reference 3**

Client Name: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

5. List the following information concerning all projects Bidder is engaged in as the prime contractor as of the date of submission of this Bid. (In case of co-ventures, list the information of all co-venturers).

<b>Name of Project</b>	<b>Owner</b>	<b>Total Project Value</b>	<b>Contracted Completion Date</b>	<b>% of Completion (to date)</b>

6. Has Bidder personally inspected the proposed work site and conditions?

Yes  No

7. Does Bidder have a plan for monitoring and ensuring full performance of the requirements of this Bid, if awarded? If yes, briefly explain the plan. If no, explain why Bidder does not have a plan.

Yes  No

---

---

---

---

---

---

---

---

---

---

8. **Subcontractor Information:** Provide a list of subcontractors Bidder proposes to utilize and the types and percentages of work to be performed by each.

<b>Subcontractor 1</b>	
Full Legal Name	
Corporate Location (City/State)	
Local Office (City)	
Years in Business	
Type and percentage of work to be performed	

<b>Subcontractor 2</b>	
Full Legal Name	
Corporate (City/State)	Location
Local Office (City)	
Years in Business	
Type and percentage of work to be performed	

<b>Subcontractor 3</b>	
Full Legal Name	
Corporate (City/State)	Location
Local Office (City)	
Years in Business	
Type and percentage of work to be performed	

<b>Subcontractor 4</b>	
Full Legal Name	
Corporate (City/State)	Location
Local Office (City)	
Years in Business	
Type and percentage of work to be performed	

--	--

9. Provide a list of equipment that Bidder owns that is available for the work under this ITBC? (Attach additional sheets as necessary).

Item	Description / Manufacturer / Model
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

10. Provide a list of equipment Bidder propose to purchase for the work under this ITBC? (Attached additional sheets as necessary).

Item	Description / Manufacturer / Model
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

11. Provide a list of equipment Bidder proposes to rent for the work under this ITBC? (Attached additional sheets as necessary).

Item	Description
1	
2	
3	

4	
5	
6	
7	

(If Sole Ownership or Partnership, two Witnesses required. If Corporation, Secretary Only will attest and affix seal)

**WITNESSES**

**BIDDER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bidder name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of authorized official of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Appendix A  
 General Terms and Conditions  
 City of Delray Beach  
 ITBC 2016-044  
 City Project No. 16-096

Contents

GENERAL TERMS AND CONDITIONS..... 3

1. DEFINITIONS: ..... 3

2. ORDER OF PRECEDENCE: ..... 6

3. COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:..... 6

4. DELIVERY: ..... 6

5. PAYMENT TERMS AND CASH DISCOUNTS:..... 7

6. ACCEPTANCE, CONDITION, AND PACKAGING:..... 7

7. SAFETY STANDARDS:..... 7

8. ASBESTOS STATEMENT:..... 7

9. VERBAL INSTRUCTIONS PROCEDURE:..... 7

10. CANCELLATION FOR UNAPPROPRIATED FUNDS:..... 7

11. PERMITS, TAXES, LICENSES:..... 7

12. UNUSUAL CIRCUMSTANCES:..... 8

13. PATENTS AND ROYALTIES:..... 8

14. UNDEFINED GENERAL ALLOWANCE: ..... 8

ADDITIONAL GENERAL TERMS AND CONDITIONS1 ..... 9

SECTION 1 – THE WORK..... 9

SECTION 2 - AGREEMENT DOCUMENTS, INTENT, AMENDING; REUSE ..... 11

SECTION 3 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS ..... 13

SECTION 4 - BONDS AND INSURANCE..... 16

SECTION 5 – CONTRACTOR’S RESPONSIBILITIES..... 17

SECTION 6 – OTHER WORK..... 26

SECTION 7 - THE CITY’S RESPONSIBILITIES..... 27

SECTION 8 – CONSULTANT’S STATUS DURING CONSTRUCTION: ..... 27

SECTION 9 - CHANGES IN THE WORK ..... 32

SECTION 10 - CHANGE OF CONTRACT PRICE..... 34

SECTION 13 - TIME AND DELAYS..... 38

SECTION 14 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION,  
 REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK: ..... 39

SECTION 15 - PAYMENTS TO CONTRACTOR AND COMPLETION ..... 42

SECTION 16 - SUSPENSION OF WORK AND TERMINATION..... 50



## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are standard for Agreements for construction related projects issued through the City. The City may delete, supersede, or modify any of these General Terms and Conditions by indicating such change within the Agreement itself or in the Invitation to Bid (ITB) or other solicitation and contractual documents.

### 1. DEFINITIONS:

The City will use the following definitions in these General Terms and Conditions:

- A. ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the Agreement Documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Agreement Documents.
- B. AGREEMENT – The words Agreement and Contract may be used interchangeably in these General Terms and Conditions and shall mean the written agreement between the City and Contractor covering the Work to be performed. When other Documents are attached to the Agreement, they shall become a part of the Agreement.
- C. AGREEMENT DOCUMENTS - The Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Agreement Documents.
- D. APPLICATION FOR PAYMENT - The form accepted by Consultant 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 Agreement Documents.
- E. BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of Contractor to perform the work specified in the Agreement Documents.
- F. CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.
- G. CHANGE ORDER - A document recommended by Consultant which is signed by Contractor and the City which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement. Change Orders must be in writing and verbal agreements of any matter are expressly excluded from any definition.
- H. CONTRACTOR – Successful Bidder who is awarded a Purchase Order or Agreement, to provide goods or services and/or to furnish the Work called for in the Agreement Documents and shall include Contractor's representatives, agents, employees, officers, directors and all others affiliated therewith.
- I. CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent Contractor. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by

Contractor. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

- J. CONSULTANT(S) - City of Delray Beach Environmental Services Department, Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the City.
- K. CONTRACT PRICE - The total monies payable by the City to Contractor under the terms and conditions of the Agreement Documents which can be modified only by written change order.
- L. CONTRACT TIME - The number of successive calendar days stated in the Agreement Documents for the completion of the Work.
- M. DEFECTIVE WORK - Work determined by the City or Consultant to be unsatisfactory, faulty, or deficient; or that does not conform to the Agreement Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Agreement Documents; or Work that has been damaged prior to Consultant's recommendation of final payment.
- N. DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the Work, which have been prepared or approved by Consultant and which are considered part of the Agreement Documents.
- O. EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.
- P. FIELD ORDER - A written order by Consultant that does not impact the cost or time of performance of the Work and for which no increase in Contract Sum or Contract Amount shall be permitted.
- Q. GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.
- R. LAWS AND REGULATIONS; LAWS OR REGULATIONS - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.
- S. NOTICE OF TENTATIVE AWARD - The official written notice by the City to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the City may enter into an Agreement for the price specified in the Bid.
- T. NOTICE TO PROCEED - The written notice issued by the City, or its agents, to Contractor requiring Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.
- U. 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.
- V. PAYMENT REQUEST - means a request for payment for construction services which conforms with all statutory requirements and with all requirements specified by the City to which the payment request is submitted.

- W. PROJECT - The entire construction to be performed as provided in the Agreement Documents.
- X. PROPER INVOICE - means an invoice which conforms with all statutory requirements and with all requirements that have been specified by the City to which the invoice is submitted.
- Y. PURCHASE - means the purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by the City.
- Z. RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative shall be in attendance at the project site during performance of the Work and shall represent the City directly or through Consultant. Responsibilities of the RPR are further defined in these General Terms and Conditions.
- AA. 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.
- BB. SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).
- CC. 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.
- DD. SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of Consultant as evidenced by Consultant's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Agreement Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project. Substantial Completion cannot occur in the absence of Consultant's express written approval of such.
- EE. SUPPLEMENTARY CONDITIONS - The part of the Agreement Documents which amends or supplements these General Conditions.
- FF. SUPPLIER - A manufacturer, fabricator, supplier, distributor, material man or vendor.
- GG. SURETY - Any person, firm or corporation who is bound by bid or contract bond with and for Contractor.
- HH. TECHNICAL SPECIFICATIONS - Those portions of the Agreement Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.
- II. 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, water supply or distribution, sewage and drainage removal, traffic or other control systems.

- JJ. UNIT PRICE WORK - Work to be paid for on the basis of unit prices rather than on a lump-sum basis.
- KK. WORK – The totality of any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Agreement Documents, whether completed or partially completed, including all labor, materials, equipment and other incidentals and the furnishing thereof.
- LL. WORK DIRECTIVE CHANGE - A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by the City and recommended by Consultant, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. 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.
- MM. WRITTEN AMENDMENT - A written amendment of the Agreement Documents, signed by the City and Contractor on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly Work-related aspects of the Agreement Documents.

**2. ORDER OF PRECEDENCE:**

Any and all Terms and Conditions contained in this solicitation that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions.

**3. COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:**

Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- A. Bidders name being removed from the City ' s bidder' s mailing list for a specified period and Bidder will not be recommended for any award during that period.
- B. All City Departments being advised to refrain from doing business with the Bidder.
- C. All other remedies in law or equity.

**4. DELIVERY:**

Time will be of the essence for any orders or agreements resulting from this ITB. The City reserves the right to cancel any orders or contracts, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

When the Contractor delivers the signed Agreements to the City, the Contractor shall also deliver to the City such Bonds and Insurance Policies, Certificates or other documents as the Contractor may be required to furnish in accordance with the Contract Documents.

5. **PAYMENT TERMS AND CASH DISCOUNTS:**

Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

6. **ACCEPTANCE, CONDITION, AND PACKAGING:**

The material delivered in response to ITB award shall remain the property of the Proposer until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept un-authorized substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

7. **SAFETY STANDARDS:**

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Florida Statutes, Chapter 442. Any toxic substance listed in Section 38F- 41.03 of the Florida Administrative Code delivered as a result of any order must be accompanied by a completed Safety Data Sheet (SDS).

8. **ASBESTOS STATEMENT:**

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

9. **VERBAL INSTRUCTIONS PROCEDURE:**

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

10. **CANCELLATION FOR UNAPPROPRIATED FUNDS:**

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

11. **PERMITS, TAXES, LICENSES:**

The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

12. **UNUSUAL CIRCUMSTANCES:**

If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect Contractor's cost in providing the required prior items or services, then Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- A. The contract can be canceled by the City upon giving thirty (30) days written notice to Contractor with no penalty to the City or Contractor. Contractor shall fill all City requirements submitted to Contractor until the termination date contained in the notice.
- B. The City requires Contractor to continue to provide the items and services at the firm fixed (non- adjusted) cost until the termination of the contract term then in effect.
- C. If the City, in its interest and in its sole opinion, determines that Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

13. **PATENTS AND ROYALTIES:**

Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

14. **UNDEFINED GENERAL ALLOWANCE:**

A undefined general allowance may be included as part of the Schedule of Bid Prices. This allowance is included to cover contract item identified in Section 01020 - Undefined general allowances. Prior to the initiation of any expenditure of any undefined general allowance, an executed formal Change Order is necessary for the utilization of allowance funds. The method for computing Change Order dollar amounts shall be as specified in the General Conditions.

# ADDITIONAL GENERAL TERMS AND CONDITIONS<sup>1</sup>

## SECTION 1 – THE WORK

Contractor shall perform all of the Work required by the Agreement Documents and shall provide materials, supplies, tools, equipment, labor, and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Agreement Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Agreement Documents.

When completed the Work shall conform to the requirements of the Agreement Documents and be completely ready for occupancy and finally completed.

Contractor represents and warrants that it will comply with all federal, state and local government laws, rules regulations and building codes relating to its responsibilities as set forth in the Agreement Documents.

### 1. DELIVERY OF DOCUMENTS

When Contractor delivers the signed Agreements to the City, Contractor shall also deliver to the City such Bonds and Insurance Policies, Certificates or other documents as Contractor may be required to furnish in accordance with the Agreement Documents.

### 2. COPIES OF DOCUMENTS

The City shall furnish to Contractor five copies (unless otherwise specified in the Supplementary Conditions) of the Agreement Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### 3. COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within ninety days after the Effective Date of the Agreement.

### 4. STARTING THE PROJECT

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.

### 5. BEFORE STARTING CONSTRUCTION

5.01 Before undertaking each part of the Work, Contractor shall carefully study and compare the Agreement Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Consultant any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Consultant before proceeding with any Work affected thereby; Contractor shall have a continuing obligation to promptly report any conflicts, errors, ambiguities or discrepancies in the Agreement Documents to Consultant over the duration of the Project.

5.02 Contractor and Subcontractor have fully examined and compared all Drawings, Specifications and other Agreement Documents and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

5.03 With respect to all construction materials, labor, methods, means, techniques and sequence of procedures required to carry out the Work or safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Agreement Documents have been either corrected or clarified to the satisfaction of Contractor prior to execution of this Construction Contract.

5.04 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Agreement Documents.

5.05 The Contract Time is adequate for the performance of the Work.

5.06 Contractor is responsible for all means, methods, techniques and sequencing of construction.

5.07 If, after execution of this Construction Contract, Contractor detects a conflict, discrepancy, error or omission in the Agreement Documents then it shall immediately notify Consultant and City prior to proceeding with the specific portion of the Work.

5.08 Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the City and Consultant of any conflict, ambiguity, error or omission which Contractor may find with respect to these documents before proceeding with the affected Work.

5.09 In the event of a conflict among the Agreement Documents, the most stringent requirement to Contractor shall control.

## 6. **PRECONSTRUCTION CONFERENCE**

At the preconstruction conference, Contractor shall submit to Consultant for review:

- A. A proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and
- B. A preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and
- C. 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; and,
- D. Preconstruction video tapes if required by the technical specifications.

7. **COMMENCEMENT OF WORK**

Contractor shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by Consultant for general conformance with the Agreement Documents. Failure of Contractor to timely submit the required documents for Consultant's review shall not entitle Contractor to an extension of time or additional compensation under any circumstances. After review of the schedules, no deviation shall be made without prior written acceptance by the City for general conformance with the Agreement Documents.

8. **PRECONSTRUCTION CONFERENCE**

After the Effective Date of the Agreement, but before Contractor starts Work at the site, a conference attended by Contractor, Consultant and others as deemed appropriate by the City, Consultant, or Contractor will be held to discuss the schedules referred to in paragraph 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. Nothing herein shall relieve Contractor from the responsibility of contacting local utilities and any other necessary agencies.

9. **FINALIZING SCHEDULES**

At least ten days before submission of the first Application for Payment a conference attended by Contractor, City, Consultant and others as appropriate will be held to finalize the schedules submitted in accordance with these Terms and Conditions. The finalized progress schedule will be acceptable to the City as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the City responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to the City as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the City as to form and substance.

---

**SECTION 2 - AGREEMENT DOCUMENTS, INTENT, AMENDING; REUSE**

---

10. **AGREEMENT DOCUMENTS**

The Agreement Documents comprise the entire agreement between the City and Contractor concerning the Work. The Agreement Documents are complementary: what is called for by one is as binding as if called for by all. The Agreement Documents will be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

11. **INTENT**

It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Agreement Documents. Any Work, materials or equipment that may reasonably be inferred from the Agreement Documents as being required to produce the intended result shall 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, 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 Agreement Documents) shall be effective to change the duties or responsibilities of the City, Contractor or Consultant or any of their consultants, agents or employees from those set forth in these Agreement Documents, nor shall it be effective to assign to Consultant's, 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 these General Terms and Conditions. Clarifications and interpretations of the Agreement Documents shall be issued by Consultant as provided herein.

11.1 If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Agreement Documents, Contractor shall immediately notify Consultant, in writing. Contractor shall obtain a written interpretation or clarification before proceeding with the Work affected.

11.2 The captions or subtitles of the articles and divisions of these Agreement Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions herein.

## 12. **AMENDING AND SUPPLEMENTING AGREEMENT DOCUMENTS**

The Agreement 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:

- A. A formal Written Amendment;
- B. A Change Order (pursuant to Paragraph 58); or
- C. A Work Directive Change

33.1 Agreement Price and Agreement Time may only be changed by a Change Order or by a Written Amendment. In addition, the requirements of the Agreement Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- A. A Field Order;
- B. Consultant's approval of a Shop Drawing or sample; or
- C. Consultant's written interpretation or clarification

## 13. **REUSE OF DOCUMENTS**

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 the City shall have or acquire any title to or ownership rights in any of the Agreement Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the City and Consultant.

---

## SECTION 3 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

---

### 14. **AVAILABILITY OF LANDS**

The City shall furnish, as indicated in the Agreement 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 the City, unless otherwise provided in the Agreement Documents. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 15. **OCCUPYING PRIVATE LAND**

Contractor shall not (except after written consent from the proper parties) enter or occupy with workers, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the City.

15.01 Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, Contractor shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

15.02 Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

15.03 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by Contractor and the streets cleaned to the satisfaction of the City, Consultant, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

### 16. **PHYSICAL CONDITIONS: STRUCTURES, DIFFERING CONDITIONS; ADJUSTMENTS**

16.01 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Consultant in preparation of the Agreement 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 for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

of construction to be employed by Contractor and safety precautions and programs incident thereto. Except as indicated otherwise, Contractor shall have full responsibility with respect to subsurface conditions at the site.

16.02 Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in Paragraph 17) which are at or contiguous to the site that have been utilized by Consultant in preparation of the Agreement Documents. Contractor may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof for Contractor's purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 5.3, Contractor shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, Contractor shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the City for Contractor's failure to verify such dimensions and locations, or for inaccurate verifications by Contractor.

16.03 Report of Differing Conditions: If Contractor believes that:

- A. Any technical data on which Contractor is entitled to rely is inaccurate, or
- B. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Agreement Documents, Contractor shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted herein) notify the City and Consultant in writing about the inaccuracy or difference. Should Contractor fail to notify the City and Consultant within five (5) calendar days of discovering such differing site condition, it waives its right to seek additional time or compensation for such deficiency and is precluded from seeking a change order for such work under any circumstances.

16.04 Consultant's Review: Consultant will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to Contractor) of Consultant's findings and conclusions.

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

16.06 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 the City and Contractor are unable to agree as to the amount or length thereof, a claim may be made therefore as provided herein.

## **17. PHYSICAL CONDITIONS - UNDERGROUND FACILITIES**

17.01 The information and data shown or indicated in the Agreement Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City or Consultant by the owners of such Underground Facilities or by others.

17.02 The City and Consultant shall not be responsible for the accuracy or completeness of any such information or data; AND,

Contractor warrants that it has examined the information and data presented and that it is accurate and free from any and all defects, inconsistencies, errors and omissions. Further, Contractor shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Agreement Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided herein, 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.

17.03 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, Contractor shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, Contractor shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by Contractor prior to performing the work. Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of Consultant in order that necessary changes may be made to permit installation of the Work.

17.04 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner 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 22.01), identify the owner of such Underground Facility and give written notice thereof to that owner and to the City and Consultant. Consultant will promptly review the Underground Facility to determine the extent to which the Agreement Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Agreement 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 32.5.

17.05 Contractor is expressly limited to an extension of the Contract Time to the extent that they are attributable to the existence of any such Underground Facility Contractor could not reasonably have been expected to have been aware of. Consultant, in its sole discretion, shall determine whether to award an extension of time under such circumstances. Furthermore, should Contractor fail to provide the City and Consultant with written notice of the error, omission or discrepancy in the Underground Facility within five (5) calendar days of discovering such, it waives its right to a time extension for such error, omission or discrepancy.

#### **18. REFERENCE POINTS**

The City shall provide engineering surveys to establish reference points for construction which in Consultant'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 the City. Contractor shall report to Consultant 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.

### **SECTION 4 - BONDS AND INSURANCE**

---

#### **19. BONDS**

A. Bid Bonds: Each Bid must be accompanied by a certified check or cashier's check for a proposal guaranty in an amount equal to 5 percent (5%) of the proposed price. The check or bid bond shall be made payable to the City of Delray Beach, Florida.

If the Contractor fails or refuses to execute the Agreement or provide the necessary certificates of insurance, or Performance Bond following award, within the timeframes set forth herein, the City shall retain the entire proposal guaranty and disqualify the Proposer.

B. Performance Bonds: Contractor will execute and deliver to the City, within ten (10) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the an amount equal to 100% of Successful Bidder's total bid amount.

#### **20. CONTRACTOR'S INSURANCE**

Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as such 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 Agreement 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. Before starting and during the term of this Contract, Contractor shall procure and maintain insurance of the types and to the limits specified in the Agreement.

## SECTION 5 – CONTRACTOR'S RESPONSIBILITIES

### **21. SUPERVISION AND SUPERINTENDENCE**

Contractor has the obligation to deliver to the City the completed job in a good and workmanlike condition in accordance with the requirements of the Agreement Documents. Contractor shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Agreement Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, Contractor shall be responsible to see that the finished Work complies accurately with the Agreement Documents. Contractor shall bear all losses resulting on account of the weather, fire, the elements, or other acts of God or causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in Contractor.

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.

### **22. LABOR, MATERIALS AND EQUIPMENT; HOURS OF WORK**

22.01 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Agreement 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 Agreement 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 the City's written consent (which shall not be unreasonably withheld) given after prior written notice to Consultant. Contractor is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the City. If Contractor is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the City.

22.02 Contractor shall receive no additional compensation for overtime work. However, additional compensation will be paid to Contractor for overtime work only in the event extra work is ordered by Consultant and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by Contractor for overtime work of a similar nature in the same locality.

22.03 All costs of inspection and testing performed by the City during overtime work by Contractor which is allowed solely for the convenience of Contractor shall be borne by Contractor. The City shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to Contractor.

22.04 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 final completion of the work.

22.05 All materials and equipment shall be of good quality and new, except as otherwise provided in the Agreement Documents. If required by Consultant, 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 Agreement Documents; but no provision of any such instructions will be effective to assign to the City, Consultant, or any of the City's or Consultant'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 54.3 or 54.4.

### **23. ADJUSTING PROGRESS SCHEDULE**

Contractor shall submit to Consultant for review and comment (to the extent indicated in paragraph 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.

### **24. SUBSTITUTES OR "OR-EQUAL" ITEMS**

24.01 The technical specifications shall govern the use of substitute or "or-equal" items. Consultant shall be solely responsible for determining whether to permit the proposed substitution and Contractor expressly agrees to be bound by Consultant's decision. The procedure for review by Consultant will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by Consultant 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 Consultant for acceptance thereof, certifying that the proposed substitute will perform equally or better 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 Agreement Documents (or in the provisions of any other direct contract with the City 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 Consultant in evaluating the proposed substitute. Consultant may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

24.02 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Agreement Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Consultant, if Contractor submits sufficient information to allow Consultant to determine that the substitute proposed is equal or better to that indicated or required by the Agreement Documents. The procedure for review by Consultant will be governed by the procedure provided in paragraph 24.01 as applied by Consultant and as may be supplemented in the Technical Specifications.

24.03 Substitution requests must include Contractor's waiver of its right to additional compensation or time for the failure of the proposed substitution to properly perform.

24.04 In order for a substitution to be considered, one or more of the following conditions must be met:

- A. The substitution request must be timely, fully documented and properly submitted.
- B. The request is directly related to an "or equal" clause in the Agreement Documents.
- C. The product or method prescribed in the Agreement Documents is no longer available.
- D. There is a substantial advantage offered to the City in terms of cost, time, energy conservation or other considerations of merit.

24.05 Consultant will be allowed a reasonable time within which to evaluate each proposed substitute. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

## **25. CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS**

25.01 Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the City and Consultant as indicated herein whether initially or as a substitute, against whom the City or Consultant 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.

25.02 If the Technical Specifications or Agreement Documents 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) shall be submitted to the City for acceptance by the City and Consultant, and if Contractor has submitted a list thereof, the City or Consultant'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 Agreement 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. If after bid opening and prior to the award of the contract, the City objects to certain suppliers or subcontractors, the City may permit Contractor to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the

contract price or contract time is increased, the City may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the City objects to certain suppliers or subcontractors, the City shall permit Contractor to make an appropriate and acceptable substitution which is also acceptable to the City. No acceptance by the City or Consultant of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the City or Consultant to reject defective Work.

25.03 Contractor shall be fully responsible to the City and Consultant for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work on the Project just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Agreement Documents shall create any contractual relationship between the City or Consultant and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the City or Consultant 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.

25.04 The divisions and sections of the Technical 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.

25.05 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 Agreement Documents for the benefit of the City and Consultant.

## **26. PATENT FEES AND ROYALTIES**

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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 Agreement Documents for use in the performance of the Work and if to the actual knowledge of the City or Consultant its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the City in the Agreement Documents. Contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by the City from and against all claims, damages, losses and expenses (including attorney's fees and court 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 Agreement Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

## **27. PERMITS**

Contractor shall obtain and pay for all construction permits and licenses. The City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the City. Contractor shall pay all charges of utility for connections to

the Work, and the City shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

## **28. LAWS AND REGULATIONS**

28.01 Contractor shall give all notices and comply with all laws, ordinances, rules regulations and building codes applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the City nor Consultant shall be responsible for monitoring Contractor's compliance with any Laws, ordinances, rules or regulations. In addition, Contractor shall be responsible for ensuring the compliance of all subcontractors, suppliers or other entities furnishing labor, services or materials on the Project with all laws, ordinances, rules, regulations and building codes. Contractor's failure to comply with any of the applicable laws, ordinances, rules, regulations or building codes shall constitute a material breach of the Contract.

28.02 If Contractor observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, Contractor shall give City and Consultant prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated herein. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the City and Consultant, Contractor shall bear all costs arising there from.

28.03 Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

- A. Keep and maintain all records that ordinarily and necessarily would be required by the City.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment t being made to Contractor.
- E. If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

## **29. TAXES**

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

### **30. USE OF PREMISES**

30.1 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 Agreement Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably 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 the City or Consultant 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. Contractor shall, to the fullest extent permitted by laws and regulations, indemnify and hold the City and Consultant 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 costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the City or Consultant to the extent based on a claim arising out of Contractor's performance of the Work or the Work of its subcontractor, suppliers, material men or other entities performing Work under the supervision of Contractor on the Project.

30.2 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 the City. Contractor shall restore to original condition all property not designated for alteration by the Agreement Documents. Contractor shall comply with all statutory requirements related to waste disposal and safety precautions as required by all Federal, state of Florida and local ordinances.

30.3 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.

### **31. RECORD DOCUMENTS**

Contractor shall maintain in accordance with the Technical Specifications 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 in good order and annotated to show all changes made during construction. The record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to Consultant for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to Consultant for the City.

### **32. SAFETY AND PROTECTION**

32.1 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:

- A. All employees on the Work and other persons and organizations who may be affected thereby; and
- B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. 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.
- D. All damage which may occur to the 'existing to remain', equipment, building features or other related property of the City during demolition. The City may elect to repair, or have repaired, any damage caused by the Contractor, and charge the Contractor with those costs associated with such repairs.

32.2 Contractor shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work 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 this General Terms and Conditions, 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 for 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 the City or Consultant 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 Consultant has issued a notice to the City and Contractor in accordance with the provisions of these General Terms and Conditions that the Work is acceptable (Except as otherwise expressly provided in connection with Substantial Completion).

32.3 The safety provisions of applicable laws and building and construction codes shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable law.

32.4 Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of, and in the course of employment on Work under the Contract. Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

32.5 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 the City.

### **33. EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER**

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

33.2 During adverse weather, and against the possibility thereof, Contractor shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. Contractor shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. Consultant may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

### **34. SHOP DRAWINGS AND SAMPLES**

34.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Consultant for review in accordance with the accepted schedule of Shop Drawing submissions, ordinances, rules and all Shop Drawings which will bear the stamp that Contractor has satisfied Contractor's responsibilities under the Agreement Documents with respect to the review of the submission. All submissions will be identified as Consultant 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 Consultant to review the information as required.

34.2 Contractor shall also submit to Consultant for review and approval with such promptness as to cause no delay in Work, all samples required by the Agreement Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Agreement 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.

34.3 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 Agreement Documents.

34.4 At the time of each submission, Contractor shall give Consultant specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Agreement Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to Consultant for review of each such variation.

34.5 Consultant will review within ten days of receipt thereof, Shop Drawings and samples but Consultant's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Agreement 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 Agreement Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. Contractor shall make corrections required by Consultant, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Consultant on previous submittals. Consultant will review one (1) re-submittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at Contractor's expense.

34.6 Consultant's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Agreement Documents unless Contractor has in writing called Consultant's attention to each such variation at the time of submission as required in these General Terms and Conditions and Consultant 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 review by Consultant relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

34.7 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Consultant's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

### **35. CONTINUING THE WORK**

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. While a change order request is

pending, Contractor is still obligated to fully perform all work in accordance with the Agreement Documents and as directed by Consultant.

## **SECTION 6 – OTHER WORK**

### **36. RELATED WORK AT SITE**

36.1 The City may perform other work related to the Project at the site by the City's own forces, let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Agreement 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 time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefore as provided herein; Contractor, however, shall not be entitled to any additional compensation under such circumstances and is limited to making a claim for an extension of time. If the performance of additional Work by other Contractor or the Owner is noted in the Agreement Documents, no additional adjustment of time or compensation shall be considered.

36.2 Contractor shall afford the City and other contractors who are a party to such a direct contract (or the City, if the City is performing the additional work with the City'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. Contractor 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 the City and Consultant and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of the City and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the City and other contractors.

36.3 If any part of Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the City), Contractor shall inspect and promptly report to Consultant in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of Contractor's work. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work and Contractor shall not be entitled to any additional time or compensation therefore.

### **37. COORDINATION**

37.1 If the City 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 Technical Specifications 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 Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the City nor Consultant shall have any authority or responsibility in respect of such coordination.

## SECTION 7 - THE CITY'S RESPONSIBILITIES

---

### 38. COMMUNICATIONS

38.1 The City shall issue all communications to Contractor through Consultant.

38.2 In case of termination of the employment of Consultant, the City shall appoint a consultant whose status under the Agreement Documents shall be that of the former Consultant.

### 39. PAYMENTS

The City shall furnish the data required of the City under the Agreement Documents promptly and shall make payments to Contractor promptly after they are due as provided herein.

### 40. ACCESS

The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein. Paragraph 17 refers to the City's identifying and making available to Contractor copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by Consultant in preparing the Drawings and Specifications.

### 41. CHANGE ORDERS

The City may execute Change Orders as indicated herein if recommended by Consultant. Consultant's decision, however, is not binding upon the City, who may decide, in its sole discretion, to reject a Change Order submitted by Contractor where it determines that such is in the City's best interests.

### 42. WORK STOPPAGE

In connection with the City's right to stop Work or suspend Work. Paragraph 94 deals with the City's right to terminate services of Contractor.

## SECTION 8 – CONSULTANT'S STATUS DURING CONSTRUCTION:

---

### 43. CITY REPRESENTATIVE

Consultant will be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of Consultant and the City's representative during construction are set forth in the Agreement Documents and shall not be extended without written consent of the City and Consultant.

### 44. VISITS TO SITE:

After written notice to proceed with the work, Consultant shall 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 Agreement Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction, for which Contractor is solely responsible, and he will not be responsible for Contractor's failure to perform the construction Work in accordance with the Agreement Documents;

he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the City informed of the progress of the work, will endeavor to guard the City against defects and deficiencies in the Work of Contractor and may reject Work as failing to conform to the Agreement Documents and require Contractor to repair or replace all defective work at no additional cost to the City.

#### **45. PROJECT REPRESENTATION:**

45.1 A Resident Project Representative may be assigned to assist Consultant in carrying out his responsibilities to City at the site. Resident Project Representative is Consultant's agent at site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping the City advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of Consultant.

45.2 Resident Project Representative shall where applicable:

- A. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning its general acceptability.
- B. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- C. Working principally through Contractor's superintendent, assist Consultant in serving as the City's liaison with Contractor, when Contractor's operations affect the City's on-site operations.
- D. Assist in obtaining from the City additional details or information, when required for proper execution of the Work.
- E. Record date of receipt of Shop Drawings and samples.
- F. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
- G. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by Consultant.
- H. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is, in general, proceeding in accordance with the Agreement Documents.
- I. Report to Consultant whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Agreement Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve Contractor or Consultant from the duties imposed by contract.

- J. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and startups.
- K. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
- L. Report to Consultant when clarifications and interpretations of the Agreement Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
- M. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
- N. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Agreement Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Agreement Documents, progress reports, and other Project related documents.
- O. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- P. Record all names, addresses and telephone numbers of Contractor, all subcontractors and major suppliers of material and equipment.
- Q. Furnish Consultant periodic reports as required of progress of the Work of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- R. Consult with Consultant in advance of schedule major tests, inspections or start of important phases of the Work.
- S. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant, Change Orders, Work Directive Changes, and Field Orders.
- T. Report immediately to Consultant and the City upon the occurrence of any accident.
- U. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- V. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Agreement Documents, and have this material delivered to Consultant for review and forwarding to City prior to final payment for the Work.
- W. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- X. Conduct final inspection in the company of Consultant, the City and Contractor and prepare a final list of items to be completed or corrected.
- Y. Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

45.3 The Resident Project Representative shall not:

- A. Authorize any deviation from the Agreement Documents or substitution of materials or equipment.
- B. Exceed limitations of Consultant's authority as set forth in the Agreement Documents.
- C. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.'
- D. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Agreement Documents.
- E. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- F. Accept Shop Drawing or sample submittals from anyone other than Contractor.
- G. Authorize the City to occupy the Project in whole or in part.
- H. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

**46. CLARIFICATIONS AND INTERPRETATIONS:**

Contractor expressly agrees that Consultant is the sole judge of the requirements of the Agreement Documents and the judge of Contractor's performance there under and thus agrees that all decisions made by Consultant regarding such issues shall be binding upon Contractor and the City. Consultant will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Agreement Documents (in the form of Drawings or otherwise) as Consultant may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement Documents.

**47. AUTHORIZED VARIATIONS OF WORK**

Consultant may authorize minor variations in the Work from the requirements of the Agreement Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Agreement Documents. These may be accomplished by a field Order and will be binding on the City, and also on Contractor who shall perform the Work involved promptly. As such Field Orders involve minor variations to the Work, Contractor shall not be entitled to any additional time or compensation for performing such work and is precluded from submitting change order requests for furnishing such work.

**48. REJECTION OF WORK**

Consultant will have authority to disapprove or reject Work which Consultant believes to be defective or believes to be in nonconformance with the intent of the Agreement Documents, and will also have authority to require special inspection or testing of the Work as provided herein, whether or not the Work is fabricated, installed or completed.

**49. SHOP DRAWINGS**

In connection with Consultant's responsibility for Shop Drawings and samples, see paragraph 34, subparagraphs 34.1 through 34.7 inclusive.

**50. CHANGE ORDERS**

In connection with Consultant's responsibilities as to Change Orders, see Sections 9, 10 and 13.

**51. PAYMENTS**

In connection with Consultant's responsibilities in respect of Applications for Payment, Section 15.

**52. DETERMINATIONS FOR UNIT PRICES:**

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

**53. DECISIONS ON DISPUTES:**

53.1 As Consultant is the interpreter of the requirements of the Agreement Documents and judge of the acceptability of Contractor's Work there under, claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Agreement Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred to Consultant in writing with a request for a formal decision in accordance with this paragraph, which Consultant 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 Consultant and the other party to the Agreement promptly (but in no event later than ten days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Consultant and the other party within thirty days after such occurrence unless Consultant allows an additional period of time to ascertain more accurate data in support of the claim.

53.2 When functioning as interpreter and judge under this Agreement, Consultant will not show partiality to the City or Contractor. The rendering of a decision by Consultant with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by the City or Contractor of such rights or remedies as either may otherwise have under the Agreement Documents or by Laws or Regulations in respect of any such claim, dispute or other matter. Contractor's failure to timely submit a claim to Consultant in accordance with the requirements of the Agreement Documents constitutes a waiver of its claim.

**54. LIMITATIONS ON CONSULTANT'S RESPONSIBILITIES**

54.1 Neither Consultant's authority to act under this Paragraph 54 or elsewhere in the Agreement Documents nor any decision made by Consultant either to exercise or not exercise such authority shall give rise to any duty or responsibility of Consultant or

Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

54.2 Whenever in the Agreement Documents the term "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 the like effect or import are used to describe a requirement, direction, review or judgment of Consultant 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 Agreement Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Consultant 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 these Terms and Conditions.

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

54.4 Consultant 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.

## SECTION 9 - CHANGES IN THE WORK

---

### **55. CHANGE ORDER:**

A "Change Order" is defined, for purposes of the Agreement Documents, as a written order to Contractor executed by the City and Consultant after execution of the Contract, directing a change in the Work and may include a change in the Contract Price or the time for Contractor's performance, or any combination thereof.

### **56. ADDITIONS AND DELETIONS:**

Without invalidating the Agreement and without notice to any surety, the City 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 Agreement Documents (except as otherwise specifically provided). If the City 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 therefore as provided herein.

### **57. CONTRACT PRICE**

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 Agreement Documents as amended, modified and supplemented except in the case of an emergency and in the case of uncovering Work as provided herein.

## 58. CHANGE ORDER EXECUTION

58.1 The City and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:

- A. Changes in the work which are ordered by the City that are required because of acceptance of defective Work or correcting defective Work, or are agreed to by the parties.
- B. Changes in the Contract Price or Contract time which are agreed to by the parties
- C. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by Consultant; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Agreement 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 herein.

58.2 Execution of a Change Order by Contractor constitutes conclusive evidence of Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by Contractor. Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

58.3 All Change Orders and adjustments shall be in writing and executed by Contractor and City; otherwise, no claim for additional compensation or time will be permitted.

58.4 All Change Orders in which Contractor seeks additional time must include a Time Impact Analysis which includes an analysis of how the change shall be incorporated into the construction schedule; the status of construction at that time; and the start/finish dates of all affected activities utilizing the dates included in the latest construction schedule. Where Contractor fails to append a Time Impact Analysis to the Change Order, it agrees that the delay has no effect on Contract Time.

58.5 It is distinctly agreed and understood that any changes made in the Agreement Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the City to Contractor shall in no way annul, release or affect the liability and surety on the Bonds given by Contractor. If notice of any change affecting the general scope of the Work or the provisions of the Agreement 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.

58.6 Notwithstanding, anything to the contrary contained within the Agreement Documents, all change orders involving additional cost or extensions of time, shall be governed by City Ordinance.

## SECTION 10 - CHANGE OF CONTRACT PRICE

---

59.1 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.

59.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Although Contractor acknowledges the “no damages for delay” provision set forth in the Agreement, should it be entitled to any claim for additional compensation under any circumstances, 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 Consultant promptly (but in no event later than ten (10) 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 thirty (30) days after such occurrence (unless Consultant 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 solely by Consultant in accordance with these Terms and Conditions if the City 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 59.2. Failure by Contractor to strictly comply with such notice requirements shall constitute a complete waiver by Contractor of any claim for additional compensation. Furthermore, should Contractor be entitled to an increase in the Contract Sum, it shall be strictly limited to the direct cost of labor and materials incurred by Contractor at the jobsite and shall in no event include indirect costs, overhead, lost profits or consequential damages incurred by Contractor. Furthermore, the City shall not be liable to Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

59.3 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:

- A. Where the Work involved is covered by unit prices contained in the Agreement Documents, by application of unit prices to the quantities of the items involved (subject to the provisions herein).
- B. By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit as provided for herein).
- C. On the basis of the Cost of the Work (determined as provided herein) plus a Contractor's Fee for overhead and profit (determined as provided herein).

### **60. COST OF THE WORK:**

60.1 The term Cost of the Work means the sum of all costs necessary incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be

agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 60:

- A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classification agreed upon by the City 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, 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 the City.
- B. 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 the City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to the City. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and Contractor shall make provisions so that they may be obtained.
- C. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by the City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to the City who will then determine, with the advice of Consultant, 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 Work. All subcontracts shall be subject to the other provisions of the Agreement Documents insofar as applicable.

60.5 Supplemental costs include the following:

- A. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of Contractor;
- B. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by the City with the advice of Consultant, 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. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, Contractor shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not

on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract;

- C. Sales, consumer, use or similar taxes related to the work and for which Contractor is liable, imposed by laws and regulations;
- D. Royalty payments and fees for permits and licenses;
- E. The site costs of utilities, fuel and sanitary facilities; and
- F. Cost of premiums for additional bonds and insurance required because of changes in the Work.

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

- A. 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 58.1, subparagraph A, which are to be considered administrative costs covered by Contractor's Fee.
- B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site. Contractor expressly agrees that Home Office Overhead is not included within the costs of the work.
- C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- D. Cost of premiums for all Bonds and for all Insurance whether or not Contractor is required by the Agreement Documents to purchase and maintain the same (except for the cost of premiums covered by Paragraph 60.5, subparagraph F).
- E. Costs due to the negligence or intentional acts of Contractor, any Subcontractor, or anyone 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.
- F. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 60.1.

## **61. CONTRACTOR'S FEE**

61.1 Contractor's Fee allowed to Contractor for overhead and profits shall be determined as follows:

- A. A mutually acceptable fixed fee; or if none can be agreed upon,
- B. A fee based on the following percentages of the various portions of the Cost of the Work:
  - i. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the new cost. If the Work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and Contractor may add five percent (5%) of the net cost for overhead and profit. If all the Work is done by Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit.
  - ii. No fee shall be payable on the basis of costs itemized under paragraphs 60.5 and 60.6;
  - iii. The amount of credit to be allowed by Contractor to the City 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
  - iv. 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 paragraph 61.1, subparagraphs B, items ii through iii.

61.2 Whenever the cost of any Work is to be determined pursuant to paragraph 60.1 or paragraph 60.6, Contractor will submit in form acceptable to Consultant an itemized cost breakdown together with supporting data.

## **62. UNDEFINED GENERAL CASH ALLOWANCES**

62.1 It is understood that Contractor has included in the Contract Price all undefined general allowances so named in the Agreement 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 undefined general allowances as may be acceptable to Consultant, Contractor agrees that:

62.2 The undefined general allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the undefined general allowances to be delivered at the site, and all applicable taxes; and

62.3 Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the undefined general allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any such Contractor costs will be valid.

62.4 Prior to final payment, an appropriate Change order will be issued as recommended by Consultant to reflect actual amounts due Contractor on account of Work covered by undefined general allowances, and the Contract Price shall be correspondingly adjusted.

## **63. UNIT PRICE WORK**

63.1 Where the Agreement 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 Consultant in accordance with these Terms and Conditions.

63.2 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.

#### **64. OMITTED WORK**

The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by Contractor. The amount by which the contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,
- B. By the appropriate lump sum price set forth in the Contract; or,
- C. By the reasonable and fair estimated cost of such omitted work as determined by Contractor and Consultant, and approved by the City.

### **SECTION 13 - TIME AND DELAYS**

---

#### **65. TIME**

All time in the Agreement Documents is calculated on a consecutive calendar day basis.

65.1 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken - into consideration and made allowances for all reasonable hindrances and delays incident to his work

65.2 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.

65.3 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of his work.

#### **66. DELAYS**

Contractor shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever; but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle Contractor to receive an extension of time as its sole and exclusive remedy.

66.1 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Palm Beach County.

66.2 An extension of time to complete the Work shall be determined by the Owner provided that Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.

66.3 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.

66.4 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.

66.5 This "no damage for delay" clause, also set forth herein, will encompass any damages for delay or disruption even if Contractor completes construction of the Work in a timely fashion in accordance with this Contract.

66.6 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

66.7 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.

66.8 Contractor recognizes and specifically acknowledges the terms and the "no damage for delay" clause upon execution of this Contract.

#### SECTION 14 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

---

##### **67. WARRANTY**

Contractor warrants and guarantees to the City and Consultant that all Work will be constructed in accordance with the Agreement Documents and that all materials and equipment incorporated into any Work covered by the Agreement Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the City and Consultant. 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 herein. The guarantee shall remain in effect for one year from the date of final acceptance unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness. Un-remedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered

as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for Contractor in Contractor's faithful observance of the guarantee. However, nothing contained in this Section shall affect or hinder the City's ability to collect on Contractor's Performance Bond within a five (5) year period.

#### **68. ACCESS TO WORK:**

Consultant's and Consultant's representatives, other representatives of the City, 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.

#### **69. TESTS AND INSPECTIONS**

69.1 Contractor shall give Consultant timely notice of readiness of the Work for all required inspections, tests or approvals.

69.2 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 Consultant 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 the City's or Consultant'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.

69.3 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 the City (or by Consultant if so specified).

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

69.5 Neither observations by Consultant nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligation's to perform the Work in accordance with the Agreement Documents.

#### **70. UNCOVERING WORK**

70.1 If any Work is covered contrary to the request of Consultant, it must, if requested by Consultant, be uncovered for Consultant's observation and replaced, at Contractor's expense.

70.2 If Consultant considers it necessary or advisable that covered Work be observed by Consultant or inspected or tested by others, Contractor, at Consultant's request shall uncover, expose or otherwise make available for observation, inspection or testing as Consultant 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 the City 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 therefore as provided herein. 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 therefore as provided herein.

70.3 City may stop 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 Agreement Documents, the City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of Contractor or any other party.

#### **71. CORRECTION OR REMOVAL OF DEFECTIVE WORK**

If required by Consultant, 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 Consultant, remove it from the site and replace it with non-defective 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.

#### **72. ONE YEAR CORRECTION PERIOD**

72.1 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 Agreement Documents or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct, 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. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

72.2 If instead of requiring correction or removal and replacement of defective Work, the City (and prior to Consultant's recommendation of final payment) prefers to accept it, the City may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the City's evaluation of and determination to accept such defective Work (such costs to be approved by Consultant 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 Consultant's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price to be determined by Consultant. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to the City.

72.3 City may correct defective work if Contractor fails within thirty days (30) after written notice of Consultant to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Consultant in accordance with these Terms and Conditions or if Contractor fails to perform the Work in accordance with the Agreement Documents, or if Contractor fails to comply with any other provision of the Agreement Documents, the City may, after seven days written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City 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 incomplete in the Work all materials and equipment stored at the site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, the City's representative, agents and employees such access to the site as may be necessary to enable the City to exercise the rights and remedies under this Paragraph. All direct, indirect and consequential costs of the City in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Consultant, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the City may make a claim therefor as provided in these General Terms and Conditions. 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 costs and all costs of repair and replacement of work of other 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 the City of the City's rights and remedies hereunder.

## SECTION 15 - PAYMENTS TO CONTRACTOR AND COMPLETION

---

### **73. PROGRESS PAYMENTS**

The schedule of values established as provided in paragraph 9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Consultant. The schedule of values shall be presented with such detail, and supported with whatever information the City or Consultant reasonably requests. Contractor

shall not imbalance its schedule of values or artificially inflate any element thereof. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 74. APPLICATION FOR PROGRESS PAYMENTS

74.1 Unless otherwise prescribed by law, at the end of each month, Contractor shall submit to Consultant for review, an Application for Progress Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Agreement Documents.

74.2 The Application for Progress Payment shall identify, as a subtotal, the amount of Contractor's Total Earnings to Date, plus the Value of Materials Stored which have not yet been incorporated in the Work, less a deductive adjustment for materials stored which have been installed which were not previously incorporated in the Work, but for which payment was allowed.

74.3 The Net Payment Due to Contractor shall be the above- mentioned subtotal from which shall be deducted the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by Contractor. Retainage shall be calculated based upon the above-mentioned subtotal.

74.4 The above calculation in tabular form is as follows:

Total Earnings to Date	\$
Value of Materials Stored	\$
Less Value of Materials Stored for which payment was allowed and which have been installed	(\$ )
Sub Total	\$
Less Retainage (based on sub total)	(\$ )
Less total of all previous approved Applications for Progress Payment	(\$ )
NET PAYMENT DUE:	\$

74.5 The Value of Materials Stored shall be an amount equal to the specified percent of the value of same as set forth in the Agreement or Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the Work and is planned for installation within the following thirty (30) days. The Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that Contractor 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 the City's interest therein, all of which shall be

satisfactory to the City. Contractor warrants and represents that, upon payment of the pay request submitted, title to all work included in such payment shall be vested in the City.

#### **75. CONTRACTOR'S WARRANTY OF TITLE**

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the City no later than the time of payment free and clear of Liens.

#### **76. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:**

76.1 The agent identified within the payment procedures herein must review the payment request or invoice. Payment is due 25 business days after the date on which the payment request or invoice is stamped as received. The City may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. If a payment request or an invoice is rejected and Contractor resubmits a corrected payment request or invoice which corrects the deficiency specified in writing by the City, the corrected payment request or invoice must be paid or rejected on the later of:

- A. Ten business days after the date the corrected payment request or invoice is stamped as received; OR
- B. The first business day after the next regularly scheduled meeting of the governing body held after the corrected payment request or invoice is stamped as received.

76.2 Contractor may send the City an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

76.3 If a dispute between the City and Contractor cannot be resolved, the dispute must be resolved in accordance with the provisions of the Florida Prompt Payment Act Florida Statute 218.70.

76.4 When a Contractor receives payment from the City for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due to those subcontractors and suppliers within 10 days after Contractor's receipt of payment.

76.5 When a subcontractor receives payment from a Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment.

76.6 Nothing herein shall prohibit a Contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if Contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute.

Contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

76.7 Consultant will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to Contractor indicating in writing Consultant's reasons for refusing to recommend payment. In the latter case, Contractor may make necessary corrections and resubmit the Application. Twenty business days after receipt of the Application for Payment by the City with Consultant's recommendation, the amount recommended will (subject to the provisions herein) become due and when due will be paid by the City to Contractor.

76.8 Consultant's recommendation of any payment requested in the application for payment shall not prohibit the City from withholding payment or prohibit the City from paying additionally sums regarding other matters or issues between the parties. In addition, payment precludes Contractor from requesting additional compensation for work for which it has been paid.

76.9 Consultant's recommendation of final payment will constitute an additional representation by Consultant to the City that the conditions precedent to Contractor's being entitled to final payment as set forth herein have been fulfilled.

76.10 Consultant may refuse to recommend the whole or any part of any payment if, in Consultant's opinion, it would be incorrect to make such representations to the City. Consultant 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 Consultant's opinion to protect the City from loss, including but not limited to:

- A. The Work is defective, or completed Work has been damaged requiring correction or replacement.
- B. The Contract Price has been reduced by Written Amendment or Change Order.
- C. The City has been required to correct defective Work or complete Work in accordance with these General Terms and Conditions, or
- D. Of Consultant's actual knowledge of the occurrence of any of the events enumerated in subparagraph 94.1, items A through I inclusive.
- E. Liquidated damages that have accrued against Contractor;
- F. For claims filed by Subcontractors, suppliers or other third parties;
- G. Contractor's failure to carry out any of its obligations under the Agreement Documents;
- H. Contractor's failure to make proper payments to Subcontractors or other third parties;
- I. Damage to the City or another Contractor;
- J. Punch list items unremedied;
- K. Failure to comply with any and all insurance requirements;
- L. Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion date.

76.11 The City may refuse to make payment of the full amount recommended by Consultant because claims have been made against the City on account of Contractor's performance or furnishing of the Work, or there are other items entitling the City to credit against the amount recommended, but the City must give Contractor written notice (with a copy to Consultant) stating the reasons for such action.

## **77. SUBSTANTIAL COMPLETION**

77.1 When Contractor considers the entire Work ready for its intended use, Contractor shall notify the City and Consultant in writing that the Work is substantially complete and request that Consultant prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the City, Consultant and Contractor shall make an inspection of the Work to determine the status of completion. If Consultant does not consider the Work substantially complete, Consultant shall notify Contractor in writing giving the reasons therefor. If Consultant considers the Work to be substantially complete, Consultant will prepare and deliver to the City for its execution and recordation the Certificate of Substantial Completion signed by Consultant and Contractor, which shall fix the Date of Substantial Completion.

77.2 Before requesting an inspection for certification of Substantial Completion, Contractor must have completed the following:

- A. All air conditioning, ventilation, security systems, fire alarms, fire sprinklers and other life safety systems must be completed, tested, approved and demonstrated.
- B. Air Conditioning systems must be completed, tested and approved by Consultant.
- C. Landscaping must be installed and in the event of ball fields, the grass must have grown to such an extent to be useable. Landscape irrigation systems must be completed, tested, approved and demonstrated.
- D. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work. Include supporting documentation for completion as indicated in these Agreement Documents and a statement showing an accounting of changes to the Contract Sum.
- E. Advise City of pending insurance changeover requirements.
- F. Prepare specific warranties, workmanship bonds, maintenance agreements, final certifications and all required closeout submittals.
- G. Obtain and submit releases enabling the City unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- H. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys and similar final record information.
- I. Make final changeover of permanent locks and transmit master and grand master keys to the City.
- J. Advise the City's personnel of pending changeover in security provisions.
- K. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.
- L. Complete final cleanup requirements, including touch-up painting.
- M. Touch-up and otherwise repair and restore marred exposed finishes.

## **78. PUNCH-LIST ITEMS**

78.1 The City shall develop a single "punch list" within 30 days of Contractor reaching substantial completion. The "punch list" shall cover the entire project and shall be released to Contractor within 5 days of the development of said punch-list. Contractor shall have a minimum of 30 days after the delivery of the list of items to complete the punch list.

78.2 Upon completion of the “punch list” items Contractor may submit a request for all retainage held by the City. If there is a dispute as to the completion of a “punch list” item the City shall be allowed to retain 150% of the cost for the item until such dispute is resolved.

78.3 The City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but the City shall allow Contractor reasonable access to complete or correct items on the "punch list". All items of work must be installed and completed per the Agreement Documents. If the City fails to comply with its responsibilities to develop the list required as defined in the contract, within the time limitations provided Contractor may submit a payment request for all remaining retainage withheld by the City pursuant to this section. The City need not pay or process any payment request for retainage if Contractor has, in whole or in part, failed to cooperate with the City in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the punch list. If the punch list is not provided to Contractor by the agreed upon date for delivery of the list, the contract time for completion must be extended by the number of days the City exceeded the delivery date. Damages may not be assessed against a Contractor for failing to complete a project within the time required by the contract, unless the contractor failed to complete the project within the contract period as extended under this Paragraph.

78.4 The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the contract. Payment of any remaining undisputed contract amount, less any amount withheld pursuant to the contract for incomplete or uncorrected work, must be paid within 20 business days after receipt of a proper invoice or payment request. If the City has provided written notice to Contractor specifying the failure of Contractor to meet contract requirements in the development of the list of items to be completed, the City need not pay for or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the City in the development of the list or to perform its contractual responsibilities, if any, with regards to the punch list.

## **79. PARTIAL UTILIZATION**

79.1 Use by the City of any finished part of the Work, which has specifically been identified in the Agreement Documents, or which the City, Consultant and Contractor agree constitutes a separately functioning and useable part of the Work that can be used by the City without significant interference with Contractor’s performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

79.2 The City at any time may request Contractor in writing to permit the City to use any such part of the Work which the City believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to the City and Consultant that said part of the Work is substantially complete and request Consultant to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify the City and Consultant in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Consultant to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the City, Contractor and Consultant shall make an inspection of

that part of Work to determine its status of completion. If Consultant does not consider that part of the Work to be substantially complete, Consultant will notify the City and Contractor in writing giving the reasons therefor. If Consultant considers that part of the Work to be substantially complete, the provisions of subparagraph 77.1 and paragraph 78 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.

79.3 The City may at any time request Contractor in writing to permit the City 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 Consultant and within a reasonable time thereafter the City, Contractor and Consultant shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to the City and Consultant that such part of the Work is not ready for separate operation by the City, Consultant will finalize the list of items to be completed or corrected and will deliver such list to the City and Contractor together with a written recommendation as to the division of responsibilities pending final judgment between the City 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 the City and Contractor at the time when the City takes over such operation (unless they shall have otherwise agreed in writing and so informed Consultant). During such operation and prior to Substantial Completion of such part of the Work, the City shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

79.4 If Consultant's inspection discloses any item, whether or not included on Contractor's list, which is not in accordance with the Agreement Documents and which would precluded beneficial occupancy and would render the Work not Substantially Complete, Contractor shall immediately correct such item at no additional cost to the City.

79.5 The City, upon notification from Consultant that the Work, or a portion thereof, may be substantially complete, and all project closeout submittals pertaining to the Work have been approved and forwarded to the City, will direct the City to schedule and coordinate the City's Substantial Completion Inspection. If Consultant finds that the work is substantially complete, it shall issue Contractor a Certificate of Substantial Completion. Should Consultant deny substantial completion, Contractor shall promptly correct all deficiencies noted which caused the denial of substantial completion. Upon the correction of such deficiencies, Contractor shall notify Consultant that such deficiencies are ready for re-inspection at which time Consultant shall re-conduct a substantial completion inspection.

## **80. FINAL INSPECTION**

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Consultant will make a final inspection with the City and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Agreement Documents. Contractor shall immediately take such measures as are necessary to remedy such deficiencies at no additional cost to the City.

## **90. FINAL APPLICATION FOR PAYMENT**

After Contractor has completed in writing all such corrections to the satisfaction of Consultant and delivered all maintenance and operating instructions, schedules,

guarantees, Bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Agreement Documents, and after Consultant has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, 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 Agreement Documents.

## **91. FINAL PAYMENT AND ACCEPTANCE**

91.1 Upon receipt of written notice from Contractor that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the City's Consultant shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional Consultant, shall satisfy himself that Contractor's statement appears to be correct and Contractor's other obligations under the Agreement Documents have been fulfilled. Contractor shall then inform the City in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that Contractor's other obligations under the Agreement Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to Contractor. However, it is agreed by the City and Contractor that such statement by the City's Consultant does not in any way relieve Contractor from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render Consultant or the City liable for any faulty Work done or defective materials or equipment used by Contractor. In addition, payment to Contractor by the City does not constitute acceptance of Contractor's defective Work or release Contractor from its obligation to repair or replace all defective and deficient work.

91.2 Consultant will then make a final estimate of the value of all Work done and will deduct there from all previous payments which have been made. Consultant will report such estimate to the City together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the City of the properly executed Final Warranty of Title and after approval of Consultant's estimate and recommendation to the City, the City will make final payment to Contractor of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Agreement Documents, including, but not limited to, Liquidated Damages, as applicable.

91.3 All prior estimates are subject to correction in the final estimate. Thirty days after approval by the City of the application for final payment, the amount recommended by Consultant shall become due and will be paid to Contractor.

## **92. CONTRACTOR'S CONTINUING OBLIGATION**

Contractor's obligation to perform and complete the Work in accordance with the Agreement Documents shall be absolute. Neither recommendation of any progress or final payment by Consultant, nor the issuance of a Certificate of Substantial Completion, nor any payment by the City to Contractor under the Agreement Documents, nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to

do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Consultant pursuant to these Terms and Conditions, nor any correction of defective Work by the City will constitute an acceptance of Work not in accordance with the Agreement Documents or a release of Contractor's obligation to perform the Work in accordance with the Agreement Documents.

## SECTION 16 - SUSPENSION OF WORK AND TERMINATION

---

### **93. CITY MAY SUSPEND WORK**

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Consultant which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. In the event of a suspension of the Work, Contractor is expressly limited to seeking an extension of time in accordance with these General Terms and Conditions and is expressly precluded from seeking any additional compensation in such circumstance.

### **94. CITY MAY TERMINATE**

94.1 City may termination upon the occurrence of any one or more of the following events:

- A. 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 timing relating to the bankruptcy or insolvency;
- B. 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;
- C. If Contractor makes a general assignment for the benefit of creditors;
- D. 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;
- E. If Contractor admits in writing an inability to pay its debts generally as they become due;
- F. If Contractor fails to perform the Work in accordance with the Agreement 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 herein and as revised from time to time);
- G. If Contractor disregards Laws or Regulations of any public body having jurisdiction;
- H. If Contractor disregards the authority of Consultant; or
- I. If Contractor otherwise violates any provisions of the Agreement Documents; the City may, after giving Contractor and Surety seven days written notice of any default 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 the City has paid Contractor but which are stored elsewhere, and finish the Work as the City 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 expense of completing the work including compensation for additional managerial and administrative services, plus the City's direct, indirect and consequential losses, damages and costs because of Contractor's default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to Contractor. If such expenses and costs plus the City's losses and damages exceed such unpaid balance, Contractor shall pay the difference to the City promptly on demand. Such costs incurred by the City will be approved as to reasonableness by Consultant and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph the City shall not be required to obtain the lowest price for the work performed. In addition, failure of the City to comply with the seven days' notice provision to the surety does not render the termination improper, render the termination one for convenience or in any way release surety from liability under its performance bond.

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

94.3 The City may terminate this Contract without cause by giving seven (7) days prior written notice to Contractor, and in such event, the City will pay Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The City also will reimburse Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by Contractor, not including overhead, general expenses or profit. The City will not be responsible to reimburse Contractor for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the City shall reimburse Contractor for major materials or equipment purchased before termination if Contractor can show proof of said purchases prior to notice of termination) inasmuch as Contractor shall make all subcontracts and other commitments subject to this provision. In the event of termination by the City, the City may require Contractor promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the City, in its sole discretion, chooses to take by assignment, and in such event Contractor shall promptly execute and deliver to the City written assignments of the same.

## **95. CONTRACTOR MAY STOP WORK OR TERMINATE**

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or Consultant fails to act on any Application for Payment within thirty (30) days after it is submitted, or the City fails for ninety (90) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) days written notice to the City and Consultant, terminate the Agreement and the City will pay Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The City will not be responsible to reimburse Contractor for any continuing contractual commitments for canceling such contractual commitments inasmuch as Contractor shall make all subcontracts and other commitments subject to this provision. The City may require

Contractor promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the City, in its sole discretion, chooses to take by assignment, and in such event Contractor shall promptly execute and deliver to the City written assignments of the same. In addition and in lieu of terminating the Agreement, if Consultant has failed to act on an Application for Payment or the City has failed to make any payment as aforesaid, Contractor may upon seven days written notice to the City and Consultant stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the City.

## SECTION 17 - MISCELLANEOUS

---

### **96. GIVING NOTICE**

Whenever any provision of the Agreement 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.

### **97. COMPUTATION OF TIME**

When any period of time is referred to in the Agreement 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.

### **98. NO LIMITATION OF RIGHTS AND REMEDIES**

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 herein and all of the rights and remedies available to the City and Consultant 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 Agreement Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Agreement Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Agreement Documents will survive final payment and termination or completion of the Agreement.

### **99. ACCIDENT AND PREVENTION**

99.1 The safety provisions of applicable laws and building and construction codes shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the

Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

99.2 In the event the City is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the City's control, then the City herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to Contractor herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the City herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

#### **100. FLORIDA PRODUCTS AND LABOR**

Contractor's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

#### **101. EMPLOYEES**

101.1 All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

101.2 Any person employed on the Work who fails, refuses or neglects to obey the instructions of Contractor in anything relating to this Work or who appears to the City to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the City, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the City, Consultant or their inspectors by Contractor or his employees or agents, shall be authority for the City to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

#### **102. NON-DISCRIMINATION**

Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Contractor will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination

clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor compliance.

**103. DRUG-FREE WORKPLACE**

Contractor shall comply with Florida Statutes Section 287.087 which gives preference to businesses with drug-free workplace programs.

**104. ASSIGNMENT**

This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by Contractor, nor shall the City be liable to any assignee or transferee, without the written consent of the City, to the assignment, or transfer. The City shall not release or discharge Contractor from any obligation hereunder. The City shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the City in writing that it consents to the assignment or transfer.

**105. VENUE**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is fixed in Palm Beach County, Florida.

**106. ASBESTOS**

If Contractor during the course of the Work observes the existence of asbestos in any structure, building or facility, Contractor shall promptly notify the City and Consultant. The City shall consult with Consultant regarding removal or encapsulation of the asbestos material and Contractor shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the City through Consultant.

**107. RIGHT TO AUDIT**

If Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during Contractor's normal business hours at the office of Contractor. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

**108. APPRENTICES**

In the event this Contract is in excess of \$25,000.00, the apprentice employment requirements of Chapter 446.011(3), Florida Statutes are hereby incorporated and Contractor agrees to the following:

- A. That Contractor will make a diligent effort to hire for the performance of the Contract a number of apprentices in each occupation which bears to the average number of the

journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one apprentice to every five journeymen.

- B. That Contractor will, when feasible, assure that twenty-five percent of such apprentices are in their first year of training, except when the number of apprentices to be hired is fewer than four. Feasibility here involves a consideration of the availability of training opportunities for first-year apprentices, the hazardous nature of the work for beginning workers and excessive unemployment of the apprentices in their second and subsequent years of training.
- C. That, during the performance of the Contract, Contractor will make diligent efforts to employ the number of apprentices necessary to meet requirements of subparagraphs A and B above.
- D. To return records of employment by trade of the number of apprentices and apprentices by first year of training and of journeymen and the wages paid and hours of work of such apprentices and journeymen, on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor and Employment Opportunities at three-month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of this section.
- E. To supply to the Bureau of Apprenticeship of the Division of Labor and Employment Opportunities, at three-month intervals, a statement describing steps taken toward making a diligent effort and containing a breakdown by craft of hours worked and wages paid for first-year apprentices, other apprentices and journeymen.
- F. To insert in any subcontract under this Contract the requirements contained in this section. The term 'Contractor', as used in such clauses and any subcontract, shall mean the subcontractor.

**109. FLORIDA TRENCH SAFETY ACT - COMPLIANCE**

In the event this contract requires trench excavation, the requirement of Florida Statutes 553.60, et seq., shall be adhered to Contractor.

[Remainder of page intentionally left blank]

## **CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Delray Beach, Florida, a municipal corporation of the State of Florida, hereinafter referred to as City, and \_\_\_\_\_, a Florida company authorized to do business in the State of Florida, hereinafter called Contractor (collectively referred to as the Parties). In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

### **ARTICLE 1 WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

**Veterans Park Seawall and Dock Replacement  
City of Delray Beach Project No. 16-096  
ITBC No. 2017-044**

### **ARTICLE 2 CONSULTANT**

The Project has been designed by Wantman Group, Inc., who is hereinafter called Consultant and who will assume all duties and responsibilities and will have the rights and authority assigned to Consultant in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3 AGREEMENT AMENDMENTS**

Amendments. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

### **ARTICLE 4 CONTRACT SUM**

The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of \_\_\_\_\_ (\$\_\_\_\_\_), which shall constitute the Contract Price, and shall not be modified except by amendment to the Contract, as provided in the Contract Documents.

### **ARTICLE 5 CONTRACT TIME AND LIQUIDATED DAMAGES**

- A. Contract Time. The work will be substantially completed within \_\_\_ calendar days from the date of the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within \_\_\_ calendar days from the date of Substantial Completion.
- B. Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in paragraph 5.A above, plus any extensions thereof allowed in accordance with Article 13 of the General Conditions.

Parties also recognize that the actual loss suffered by the City if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 5.A 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 the City, Contractor shall pay City five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 5.A for completion and readiness for final payment. Contractor expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the City, estimated at the time of executing the Contract. If the City reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

#### **ARTICLE 6 PAYMENT PROCEDURES**

A. Applications for payment must be submitted to:

**Environmental Services Department Administration Building  
434 South Swinton Avenue Delray Beach, Florida 33444  
Attention: Construction Management Technician**

B. Progress Payments. The City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Consultant, on or about the First 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 herein 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.

Prior to Substantial Completion progress payments will be made in an amount equal to 90% of the work completed until 50% of the work has been completed and installed, then payment may be made in an amount equal to 95% of the work completed, but in each case, less the aggregate of payments previously made and less such amounts as Consultant shall determine, or the City may withhold, in accordance with this Agreement.

The City is entitled to withhold amounts due Contractor for any defective or non-conforming work or for liquidated damages.

C. Final Payment. Upon final completion and acceptance of the Work, the City shall pay the remainder of the Contract Price.

#### **ARTICLE 7 SUBCONTRACTS**

No more than 40% of dollar value of the total contract work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

## **ARTICLE 8 CONTRACTOR'S REPRESENTATIONS**

In entering into this Agreement Contractor makes the following representations:

A. 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.

B. Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface 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 Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

C. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by 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.

D. 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.

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

## **ARTICLE 9 NO DAMAGES FOR DELAY**

All time in the Contract Documents is calculated on a consecutive calendar day basis.

Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.

Contractor agrees to commence the Work when directed by the City and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the City shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.

Contractor shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the City, such act, hindrance or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.

An extension of time to complete the Work shall be determined by the Consultant provided the Contractor provides Consultant and City with notice in writing of the cause of said act, hindrance or delay within twenty days after its occurrence.

In the event the request for extension is not made in writing within that twenty day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.

All extensions of time shall be authorized only by a written change order executed by the City, Consultant and Contractor; in the absence of a written and fully executed change order, Contractor shall not be entitled to any claim for additional time.

This “no damage for delay” provision shall encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.

Damages as referenced in this “no damage for delay” provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

The Contractor recognizes and specifically acknowledges the terms and conditions of this “no damage for delay” clause upon execution of this Contract.

#### **ARTICLE 10 AGREEMENT DOCUMENTS**

This Agreement (Agreement), along with the documents listed below, and any amendments issued after execution of the Agreement, embodies the entire agreement between City and Contractor and supersedes all other writings, oral agreements or representations. The Agreement documents consist of the following:

- A. Advertisement
- B. Invitation to Bid Construction No. 2017-044 and all its attachments, appendices, exhibits and addenda
- C. Contractor’s Bid submitted in response to ITBC 2017-044
- D. Bid Bond
- E. This Agreement
- F. Appendices to this Agreement
- G. Florida Performance Bond
- H. Florida Payment Bond
- I. Certificates of Insurance
- J. Notice of Intent to Award
- K. Notice to Proceed
- L. Certificate of Substantial Completion
- M. Warranty of Title
- N. Final Receipt
- O. Documentation submitted by Contractor prior to Notice of Intent to Award
- P. All written amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto

The documents listed in Article 10 are attached to this Agreement (except as expressly noted otherwise). There are no Contract Documents other than those listed above in this Article 10. The Contract Documents may only be amended, modified or supplemented by written amendment and signed by both Parties.

## **ARTICLE 11 INDEMNITY**

Contractor shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

## **ARTICLE 12 REIMBURSEMENT OF CONSULTING EXPENSES**

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses for consulting and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as Consultant charges associated with the construction contract administration, including resident project representative costs.

## **ARTICLE 13 MISCELLANEOUS**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

The City and Contractor each binds itself, its partners, its 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.

The agreement shall be void if not signed by both the City and the Contractor.

**ARTICLE 14 PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK MAY BE REACH VIA TELEPHONE AT 561-243-7060 OR BY EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

Contractor shall comply with public records laws, specifically to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Florida Statute 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- D. Upon completion of the Agreement, meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall upon termination of the Agreement destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. All requests to inspect or copy public records relating to a City Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

If Contractor does not comply with the City's records request for records, the City shall enforce the Agreement provisions in accordance with the Agreement. If Contractor fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statute Chapter 119.10.

If a civil action is filed against Contractor to compel production of public records relating to a City Agreement for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- A. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- B. At least eight business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the contractor. A notice complies if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its Agreement with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within eight business days after the notice is sent is not liable for the reasonable costs of enforcement.

#### **ARTICLE 15 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the Contract Administrator within eight (8) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

#### **ARTICLE 16 NON-DISCRIMINATION**

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Contractor to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Contractor shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and

standards. In addition, Contractor shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Contractor all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

#### **ARTICLE 17 INSURANCE**

Contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Appendix A Insurances, in accordance with the terms and conditions stated.

#### **ARTICLE 18 TERMINATION**

This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Commission. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

In the event this Agreement is terminated for convenience, Contractor shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

In the event this Agreement is terminated for any reason, any amounts due Contractor shall be withheld by City until all documents are provided to City.

**ARTICLE 19 INSPECTOR GENERAL**

Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its sub licensees and lower tier sub licensees. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

**ARTICLE 20 AUDIT RIGHTS AND RETENTION OF RECORDS**

City shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Project. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall ensure that the requirements of this Article 20 are included in all agreements with its subcontractor(s).

**ARTICLE 21 TRUTH-IN-NEGOTIATION REPRESENTATION**

Contractor's compensation under this Agreement is based upon representations supplied to City by Contractor, and Contractor certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

**ARTICLE 22 PUBLIC ENTITY CRIME ACT**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of

thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

**ARTICLE 23 INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**ARTICLE 24 THIRD PARTY BENEFICIARIES**

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

**ARTICLE 25 NOTICES**

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:  
City Manager  
City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

With a copy to:

City Attorney  
City of Delray Beach  
200 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

For Contractor:

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

## **ARTICLE 26 ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

## **ARTICLE 27 CONFLICTS**

Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

## **ARTICLE 28 MATERIALITY AND WAIVER OF BREACH**

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

### **ARTICLE 29 COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

### **ARTICLE 30 SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

### **ARTICLE 31 JOINT PREPARATION**

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

### **ARTICLE 32 INTERPRETATION**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

### **ARTICLE 33 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

### **ARTICLE 34 PRIOR AGREEMENTS**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement,

or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **ARTICLE 35 PAYABLE INTEREST**

- A. Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.
- B. Rate of Interest. In any instance where the prohibition or limitations of Section 35 (A) are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

#### **ARTICLE 36 REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### **ARTICLE 37 MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

#### **ARTICLE 38 PERFORMANCE BOND**

Contractor will execute and deliver to the City, within ten (10) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the an amount equal to 100% of Successful Bidder's total bid amount. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City.

The amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor.

The City shall monitor the performance of Contractor. If Contractor's performance fails to meet the requirements specified within this Agreement, the City may without cause and without prejudice to any other right or remedy, terminate this Agreement whenever the City determines that such termination is in the best interest of the City.

#### **ARTICLE 39 ORDER OF PRECEDENCE**

The documents listed below are a part of this Agreement. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Agreement;

Veterans Park Seawall and Dock Replacement  
City Project No. 16-096

- B. ITBC No. 2017-044, Veterans Park Seawall and Dock Replacement, dated \_\_\_\_\_, and all its addenda;
- C. Contractor's bid response to ITBC No. 2017-044, Veterans Park Seawall and Dock Replacement, and any subsequent information submitted by Contractor during the evaluation process.

[Remainder of this page left blank intentionally]

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:  
City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2017, and Contractor, signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST: CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Max Lohman, City Attorney

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA

AND

\_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_  
(Signature)

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name, Title)

\_\_\_\_\_  
(Printed name)

\_\_\_\_ day of \_\_\_\_\_, 2017

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

(SEAL)

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If Contractor is a corporation or Partnership, attach evidence of authority to sign.)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He / She is (personally known to me) (or has produced identification) \_\_\_\_\_ (type of identification).

\_\_\_\_\_  
Signature and Stamp of Notary Public

CERTIFICATE  
(if Corporation)

STATE OF FLORIDA  
SS  
COUNTY OF BROWARD

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

"RESOLVED", that \_\_\_\_\_, as \_\_\_\_\_ of the corporation, be he/she is hereby authorized to execute the Agreement dated \_\_\_\_\_, 20 , between the City of Delray Beach, Florida and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation".

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this

\_\_\_\_\_ day of \_\_\_\_\_, 20 .

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

(Corporate Seal)

SURETY PERFORMANCE AND PAYMENT BOND

Bond No \_\_\_\_\_

By this Bond, We \_\_\_\_\_, as Principal, whose principal business address and phone number are \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 20\_\_ between Principal and the City of Delray Beach, whose principal address and phone number are \_\_\_\_\_ for the construction of Project No. \_\_\_\_\_, more particularly described as \_\_\_\_\_ and located at \_\_\_\_\_ (hereinafter referred to as "Agreement") the terms of which Agreement are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, as Surety, whose principal business address and telephone number are \_\_\_\_\_ the sum of (U.S. dollars) \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

- 1. Performs, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays City all losses, damages, including damages for delay, expenses, costs and attorneys' fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligee to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time , shall be deemed to be in default fifteen days after receipt of an additional written demand by the Obligee to correct the Principal's default, and

the Obligees shall be entitled to enforce any remedy against Surety available to the Obligees including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the City. This Bond does not limit the City's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above Parties are bound and have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Contractor

\_\_\_\_\_  
(Contractor Name)

BY: \_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

(SEAL)

SURETY:

\_\_\_\_\_

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

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

(Copy of Agent's current Identification  
Card as issued by State of Florida  
Insurance Commissioner must be  
attached)

By: \_\_\_\_\_  
(Name)  
Attorney-in-Fact

(CORPORATE SEAL)

**LIMITED POWER OF ATTORNEY**

\_\_\_\_\_ and \_\_\_\_\_  
(Principal) (Surety)

hereby grants the City Clerk of the City of Delray Beach Power of Attorney to insert the date of execution on the contract, surety bonds to the contract and agreement entitled, \_\_\_\_\_

In Witness Whereof, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Principal  
(SEAL)

\_\_\_\_\_  
Surety  
(SEAL)

Witnesses:

\_\_\_\_\_

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

\_\_\_\_\_

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

**CORPORATE ACKNOWLEDGEMENT**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

He / She is personally known to me / has produced identification \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature and Stamp of Notary Public

**NOTICE OF INTENT TO AWARD**

DATE: January 24, 2017

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Veterans Park Seawall and Dock Replacement  
City of Delray Beach Project No. 16-096  
ITBC No. 2017-044**

You are notified that the Bid submitted by \_\_\_\_\_ for the above referenced project has been considered and is being recommended for award at the Bid price submitted by your firm for this project which is \$\_\_\_\_\_.

Three original copies of the Agreement Documents, (except Drawings) accompany this Notice of Recommendation to Award. MBR Construction must comply with the following conditions within the time period specified below:

1. Deliver to the City of Delray Beach Purchasing Department three fully executed originals of the Agreement including all the Agreement Documents. Each Agreement must bear the signature of Bidder's authorized representative on the cover page.
2. Within ten days of request, deliver the required Insurance Certificates and Performance Bonds, together with Power of Attorney for use by the City for the purpose of inserting the date of execution of the Agreement.
3. Upon Notice of Award, prepare for the preconstruction conference by completing the following:
  - A preliminary project construction progress schedule.
  - An itemized schedule of payment and values.
  - A detailed shop drawing submission plan.

Failure to comply with these conditions within the time period specified will entitle the City to consider the Bid by your firm abandoned, will annul this Notice of Recommendation for Award and be cause for the City to declare any Bid Bond submitted for this project forfeited by your firm.

Upon full execution of the Agreement, the City will return one fully executed original to Bidder with all Agreement documents attached.

City of Delray Beach

**NOTICE TO PROCEED**

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

TO: \_\_\_\_\_  
(Contractor)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Veterans Park Seawall and Dock Replacement  
City of Delray Beach Project No. 16-096  
ITBC No. 2017-044**

\_\_\_\_\_ is notified that the Agreement time for the above referenced project will commence on \_\_\_\_\_ (Commencement Date). On the Commencement Date, Contractor shall begin performance of its obligations in accordance with the Agreement.

The date of Substantial Completion is \_\_\_\_\_

The date of Final Completion is \_\_\_\_\_

City of Delray Beach, Florida

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Copy to \_\_\_\_\_ (Use Certified Mail, Return Receipt Requested)

cc: Purchasing Department

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**Veterans Park Seawall and Dock Replacement  
City of Delray Beach Project No. 16-096  
ITBC No. 2017-044**

Contractor: \_\_\_\_\_

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

This Certificate of Substantial Completion applies to all work under the Agreement for the above referenced project or to the following specified parts thereof:

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

TO: City of Delray Beach, Florida

AND TO: \_\_\_\_\_  
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the City, Contractor and Consultant, and that Work is hereby declared to be substantially complete in accordance with the Agreement on \_\_\_\_\_ (Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Agreement. The items in the tentative list shall be completed or corrected by Contractor within \_\_\_\_\_ days of Substantial Completion.

The responsibilities between the City and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

**RESPONSIBILITIES:**

City: \_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_  
The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_

This certificate does not constitute an acceptance of Work not in accordance with the Contract documents nor is it a release of Contractor's obligation to complete the Work in accordance with

the Contract Documents.

SAMPLE

Executed by Consultant on \_\_\_\_\_, 20 .

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

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

Contractor accepts this Certificate of Substantial Completion on:

\_\_\_\_\_, 2017.

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

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

The City accepts this Certificate of Substantial Completion on:

\_\_\_\_\_, 2017.

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

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

SAMPLE

**WARRANTY OF TITLE**  
(For Periodic Progress Payments)

STATE OF FLORIDA  
SS  
COUNTY \_\_\_\_\_

Contractor: \_\_\_\_\_

**Veterans Park Seawall and Dock Replacement  
City of Delray Beach Project No. 16-096  
ITBC No. 2017-044**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ (the "Affiant"), who after being duly sworn, says that he is the "Contractor", pursuant to a Contract (the "Contract") dated \_\_\_\_\_, 20 , with the City of Delray Beach, Florida (the "OWNER"), for the supply of certain labor and/or materials (the "Work"), to certain property, as shown and described in the Agreement, subsequent Addenda or Change Orders, and on behalf of the Contractor makes the following warranties:

I. The Contractor warrants that it has fully completely in accordance with the plans and specifications therefore, that portion of the Work, pursuant to the Contract (the "Completed Work") covered by the attached Periodic Progress Payment Request.

II. The Contractor further warrants and represents that:

1. All subcontractors, vendors, material men, suppliers and other parties of whatever kind of nature who are entitled to payment from the Contractor for providing labor and/or materials to the Contractor pursuant to the Agreement as of the date in the last previous request for payment have been paid in full and therefore have delivered to the Contractor validly executed Partial Release of claims with respect thereto.

2. Title to all materials and equipment covered by the attached Periodic Pay Request for Payment dated \_\_\_\_\_, 20 , passes to the City at the time of payment free and clear of all liens.

(Contractor) \_\_\_\_\_

(Signature) \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Veterans Park Seawall and Dock Replacement  
City Project No. 16-096

Signature and Stamp of Notary Public

SAMPLE

**FINAL RECEIPT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says as follows:

He /She is \_\_\_\_\_ (title) of \_\_\_\_\_

\_\_\_\_\_(Name of Contractor) a \_\_\_\_\_ corporation which is named in the Construction Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between said company as the Contractor and the City of Delray Beach, Florida (City) as the Owner for the construction of:

**Veterans Park Seawall and Dock Replacement  
City of Delray Beach Project No. 16-096  
ITBC No. 2017-044**

1. Contractor has fully completed all construction and work under the Agreement and Title to all work, materials and equipment under the Agreement passes to the City at the time of final payment, free and clear of all liens, and all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Agreement.
2. Receipt by Contractor of the final payment from City in the amount of \$\_\_\_\_\_ shall constitute a full release and discharge by Contractor to the City of all claims or liens of Contractor against Owner arising out of, connected with, or resulting from performance of the Contract, including full payment for all extra work and material furnished by the undersigned in the construction of said improvements.
3. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.
4. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Signed and sealed in  
Affiant Contractor  
the presence of :

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Veterans Park Seawall and Dock Replacement  
City Project No. 16-096

Signature and Stamp of Notary Public

SAMPLE

APPENDIX A  
**INSURANCE REQUIREMENTS**

Insurance certificates must be received the Purchasing Department and approved by the City Risk Manager within 10 days of final execution of the Agreement.

Contractor shall carry the following minimum types of insurance:

- A. Workers' Compensation: with the statutory limits;
- B. Employers' Liability insurance: with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent Bidders, products and/or completed operations for Bidders, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and contractual Exclusions removed.
- D. Motor Vehicle Liability Insurance: with coverage for all vehicles associated with Bidder's operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than \$1,000,000.00 combined single limit per each occurrence.
- E. Contractors Liability (Errors & Omissions) Insurance: with a limit of not less than one million dollars (\$1,000,000) per occurrence.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Risk Management Division.

APPENDIX B  
**SCOPE OF WORK**

SAMPLE

APPENDIX C  
**PLANS AND DRAWINGS**

SAMPLE

APPENDIX D  
**SPECIFICATIONS**

SAMPLE

APPENDIX E  
**SCHEDULE OF BID PRICES**

SAMPLE

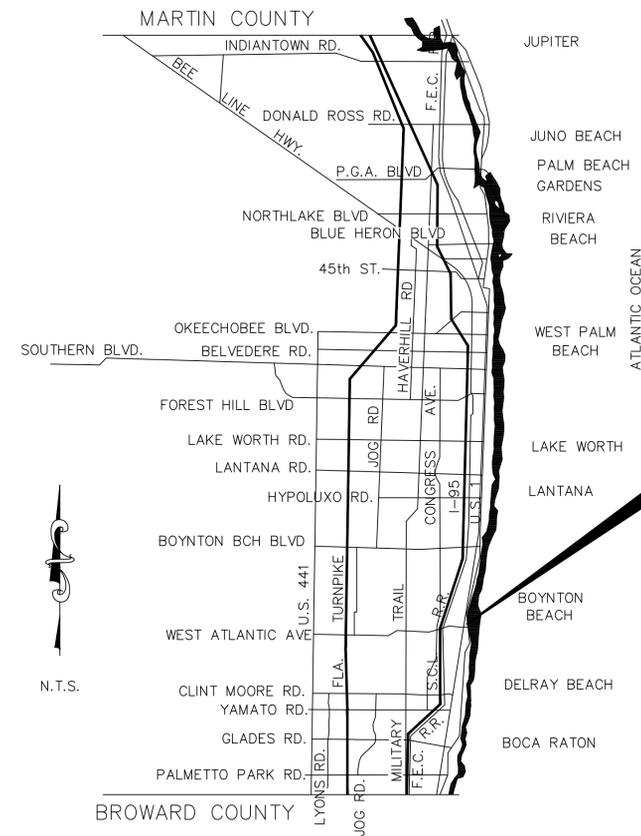
APPENDIX F  
**CONSTRUCTION GENERAL TERMS AND CONDITIONS**

SAMPLE

# CITY OF DELRAY BEACH

## VETERANS PARK PROPOSED SEAWALL & MARGINAL DOCK

### CITY PROJECT NO. 16-096



**LOCATION MAP**

NOT TO SCALE

PROJECT LOCATED IN SECTION 16,  
TOWNSHIP 46 SOUTH, RANGE 43 EAST

#### CITY OFFICIALS

MAYOR	CARY GLICKSTEIN
VICE MAYOR	JORDANA L. JARJURA
DEPUTY VICE MAYOR	MITCHELL KATZ
COMMISSIONER	SHELLY PETROLIA
CITY MANAGER	NEAL DE JESUS
DIRECTOR OF ENVIRONMENTAL	JOHN MORGAN

#### SHEET LIST TABLE

S0.0	COVER SHEET
S1.0	GENERAL NOTES
S2.0	EXISTING SURVEY - OVERALL
S3.0	PROPOSED PLAN - OVERALL
S3.1	PROPOSED END CONNECTION PLANS - OPTION 1
S3.2	PROPOSED END CONNECTION PLAN - OPTION 2
S4.0	TYPICAL SECTIONS
S4.1	TYPICAL SECTIONS
S4.2	TYPICAL SECTIONS
S4.3	TYPICAL SECTIONS
S4.4	SPLICE DETAILS
S4.5	TYPICAL SECTIONS



Know what's below.  
Call before you dig.

VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TO CONVERT TO NGVD29, ADD 1.535' TO THE NAVD88 VALUE.

HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANES, EAST ZONE, U.S. FEET (NAD83)



**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
Phone: (561) 243-7322 Fax: (561) 243-7314

PREPARED BY:

**WGI**  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055

ENGINEER OF RECORD  
TIMOTHY A. DELAND  
PE# 71588

VETERANS PARK  
WGI NO.: 41011004.16

**GENERAL NOTES:**

**GENERAL SPECIFICATIONS:**

2016 FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

**DESIGN SPECIFICATION:**

FLORIDA BUILDING CODE 2014 (FBC)  
ACI 318-05 BUILDING CODE REQUIREMENT FOR STRUCTURAL CONCRETE.

**DESIGN LOADING:**

LIVE LOAD = 100 PSF

**MATERIAL STRESSES:**

MINIMUM 28 DAY STRENGTH:  $f'c$

- CONCRETE: SUBSTRUCTURE CLASS IV: 5,500 PSI (PILE CAPS & WALL FASCIA)
- REINFORCING STEEL: GRADE 60: 60,000 PSI (UON)

**WIND DESIGN IN ACCORDANCE WITH ASCE 7-10:**

VELOCITY<sub>ULT</sub> = 160 MPH (3 SEC.)  
VELOCITY<sub>ASD</sub> = 113 MPH (3 SEC.)  
RISK CATEGORY II  
EXPOSURE = D  
 $kz = 1.03$   
 $kze = 1.0$   
 $kd = 0.85$   
 $qr = 28.6$  PSF (SERVICE)

**SEISMIC DESIGN DATA:**

RISK CATEGORY  
 $Ie = 1.0$   
 $Ss = 0.05$   
 $S1 = 0.03$   
SITE CLASS = D  
 $Sps = 0.053$   
 $Sd1 = 0.048$   
SEISMIC DESIGN CATEGORY = A  
 $R = 1.25$   
 $Cs = 0.043$   
 $V = 0.043W$

GROUND SNOW LOAD = 0 PSF

FLOOD ZONE AE (EL. 7 NGVD)

**CONCRETE NOTES:**

- MINIMUM CONCRETE COVER SHALL BE:  
SLAB: 2 1/2"  
BEAMS AND COLUMNS: 2"  
EXPOSED UNPROTECTED CONCRETE: 3"  
FORMED CONCRETE BELOW GRADE: 4"  
UNFORMED CONCRETE BELOW GRADE: 4 1/2"
- CONCRETE CONSTRUCTION TECHNIQUES SHALL CONFORM TO THE "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 301-05).
- PROVIDE 3/4 INCH CHAMFERS ON ALL EXPOSED EDGES AND CORNERS EXCEPT AS OTHERWISE NOTED.
- CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT THE LOCATIONS INDICATED ON THE PLANS, ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS TO THOSE SHOWN WILL REQUIRE APPROVAL BY THE ENGINEER.

**REINFORCEMENT:**

- REINFORCEMENT SHALL BE HOT DIPPED GALV. ASTM A615, GRADE 60.
- ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.
- REINFORCEMENT DETAIL DIMENSIONS ARE OUT-TO-OUT OF BARS.

**REINFORCEMENT ALTERNATE:**

NOTE TO CONTRACTOR: INCLUDE ALTERNATE BID WITH GFRP REINFORCING IN LIEU OF STANDARD REINFORCING. (TO BE BID AS ADD-ALTERNATE)

- REINFORCING TO BE GLASS FIBER REINFORCED POLYMER (GFRP) PER FDOT STANDARD SPECIFICATION 973 AND ACI 440.1 R-06.
- ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.
- REINFORCEMENT DETAIL DIMENSIONS ARE OUT-TO-OUT OF BARS.
- SUBMIT SHOP DRAWINGS WITH MANUFACTURERS HANDLING RECOMMENDATIONS.
- GFRP BARS MAY NOT BE FIELD BENT.

**PROJECT NOTES:**

- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD '88 DATUM. TO CONVERT TO NGVD '29 ADD 1.535' TO THE NGVD VALUE.
- EXISTING LOCATIONS AND ELEVATIONS ARE BASED ON SURVEY BY: WGI, PROJECT NO. 41011004.16, DATED 08/31/2016.
- CONTRACTOR WILL OPERATE WITH EXTREME CARE AND CAUTION AT AND AROUND UNDERGROUND & SUBAQUEOUS UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFICATION OF EXISTING UTILITIES INCLUDING UNDERGROUND AND SUBAQUEOUS UTILITIES.
- CONTRACTOR SHALL REMOVE ANY AND ALL DEBRIS AND RESTORE THE SITE TO ITS PRE-CONSTRUCTION CONDITION AFTER THE WORK IS COMPLETE.
- ONLY LIGHT EQUIPMENT IS TO BE USED FOR BACK FILLING, COMPACTING, AND FINAL GRADING (E.G. BOBCAT AND HAND OPERATED COMPACTOR). MECHANICAL EQUIPMENT NOT TO COME IN CONTACT WITH NEW CAP.
- CONTRACTOR REQUIRED TO PROVIDE VIBRATION MONITORING DURING ALL INSTALLATION OF PROPOSED PILES.
- MONITOR EXISTING STRUCTURES IN ACCORDANCE WITH SECTION 108 OF THE STANDARD SPECS.
- BOLTS TO BE SS316.

**ENVIRONMENTAL NOTES:**

- THE CONTRACTOR SHALL INSTRUCT ALL PERSONNEL OF THE POTENTIAL PRESENCE OF PROTECTED MAMMALS, REPTILES AND BIRDS. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE REQUIREMENTS AND CHAPTER 7-1.4 OF THE FDOT STANDARD SPECIFICATIONS FOR PROTECTED SPECIES.
- SPECIFIC REQUIREMENTS FOR UNEXPECTED INTERACTION WITH CERTAIN PROTECTED SPECIES DURING WORK ACTIVITIES MAY BE FOUND AT:  
<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf>
- THE CONTRACTOR SHALL LEGALLY DISPOSE OF SPOILS OFF SITE AND NOT IN THE INTRACOASTAL WATERWAY.

**EROSION CONTROL NOTES:**

- THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENTATION RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE.
- THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN IN ACCORDANCE WITH SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, MEASURES TO CONTROL TURBIDITY, CONTAINMENT AND DISPOSAL OF CONSTRUCTION DEBRIS, AND A SPILL CONTROL REPORTING PLAN.
- EROSION CONTROL FACILITIES, SUCH AS HAY BALES, SILT SCREENS, FLOATING TURBIDITY BARRIERS, OR OTHER APPROVED METHODS AS REQUIRED, SHALL BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO THE INTRACOASTAL WATERWAY.

**PILE DATA:**

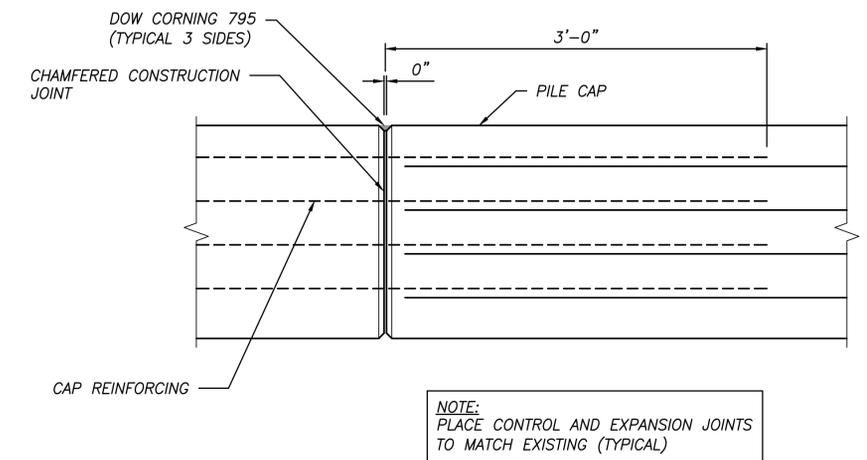
30 TON BEARING (SERVICE)  
15' MINIMUM EMBEDMENT

**WOOD STRUCTURAL MEMBERS:**

- ACQ TREATED SOUTHERN YELLOW PINE (SYP NO. 1), TREATED WITH ACQ WITH A MINIMUM OF 0.25 POUNDS PER CUBIC FOOT. TIMBER IN CONTACT WITH EARTH SHALL BE 0.4 POUNDS PER CUBIC FOOT.  
FB = 1,200 PSI  
FV = 85 PSI  
E = 1,700,000 PSI
- PLATE CONNECTION HARDWARE:  
STAINLESS STEEL 304 (SS304).
- BOLTS:  
STAINLESS STEEL 316 (SS316).

**LIST OF FREQUENTLY USED ABBREVIATIONS**

ACI	-	AMERICAN CONCRETE INSTITUTE
ACQ	-	ALKALINE COPPER QUATERNARY
AISC	-	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ANSI	-	AMERICAN NATIONAL STANDARDS INSTITUTE
ASCE	-	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASD	-	ALLOWABLE STRESS DESIGN
ASTM	-	AMERICAN SOCIETY FOR TESTING AND MATERIALS
CAP	-	CORRUGATED ALUMINUM PIPE
CCA	-	CHROMATED COPPER ARSENATE
CIP	-	CAST-IN-PLACE
C/L, $\phi$	-	CENTERLINE
CLR	-	CLEAR
CMP	-	CORRUGATED METAL PIPE
CPP	-	CORRUGATED PLASTIC PIPE
DIA., $\phi$	-	DIAMETER
EL., ELEV.	-	ELEVATION
EMBED	-	EMBEDMENT
EQ.	-	EQUAL
EX., EXIST.	-	EXISTING
FAC	-	FLORIDA ADMINISTRATIVE CODE
FBC	-	FLORIDA BUILDING CODE
FDOT	-	FLORIDA DEPARTMENT OF TRANSPORTATION
FRP	-	FIBER REINFORCED POLYMER
FT	-	FOOT
GALV	-	GALVANIZED
GFRP	-	GLASS FIBER REINFORCED POLYMER
GR	-	GRADE
INV.	-	INVERT
KSI	-	KILOPOUNDS PER SQUARE INCH
LB(S)	-	POUND(S)
LF	-	LINEAR FEET
LRFD	-	LOAD RESISTANCE FACTOR DESIGN
MAX.	-	MAXIMUM
MIN.	-	MINIMUM
NAVD '88	-	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD '29	-	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NTS	-	NOT TO SCALE
O.C.	-	ON CENTER
O.D.	-	OUTSIDE DIAMETER
PCF	-	PER CUBIC FOOT
PCI	-	PER CUBIC INCH
PL, $\phi$	-	PLATE
PSF	-	PER SQUARE FOOT
PSI	-	PER SQUARE INCH
RCP	-	REINFORCED CONCRETE PIPE
R/W	-	RIGHT OF WAY
SEC	-	SECONDS
SHW	-	SEASONAL HIGH WATER
SIM	-	SIMILAR
SPA	-	SPACING, SPACES
SYP	-	SOUTHERN YELLOW PINE
TYP	-	TYPICAL
UON	-	UNLESS OTHERWISE NOTED



1  
S1.0 TYPICAL SEAWALL CAP CONSTRUCTION JOINT DETAIL  
NOT TO SCALE

**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

PREPARED BY:  
**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL  
TIMOTHY A. DeLAND  
P.E., LIC. NO. 71588

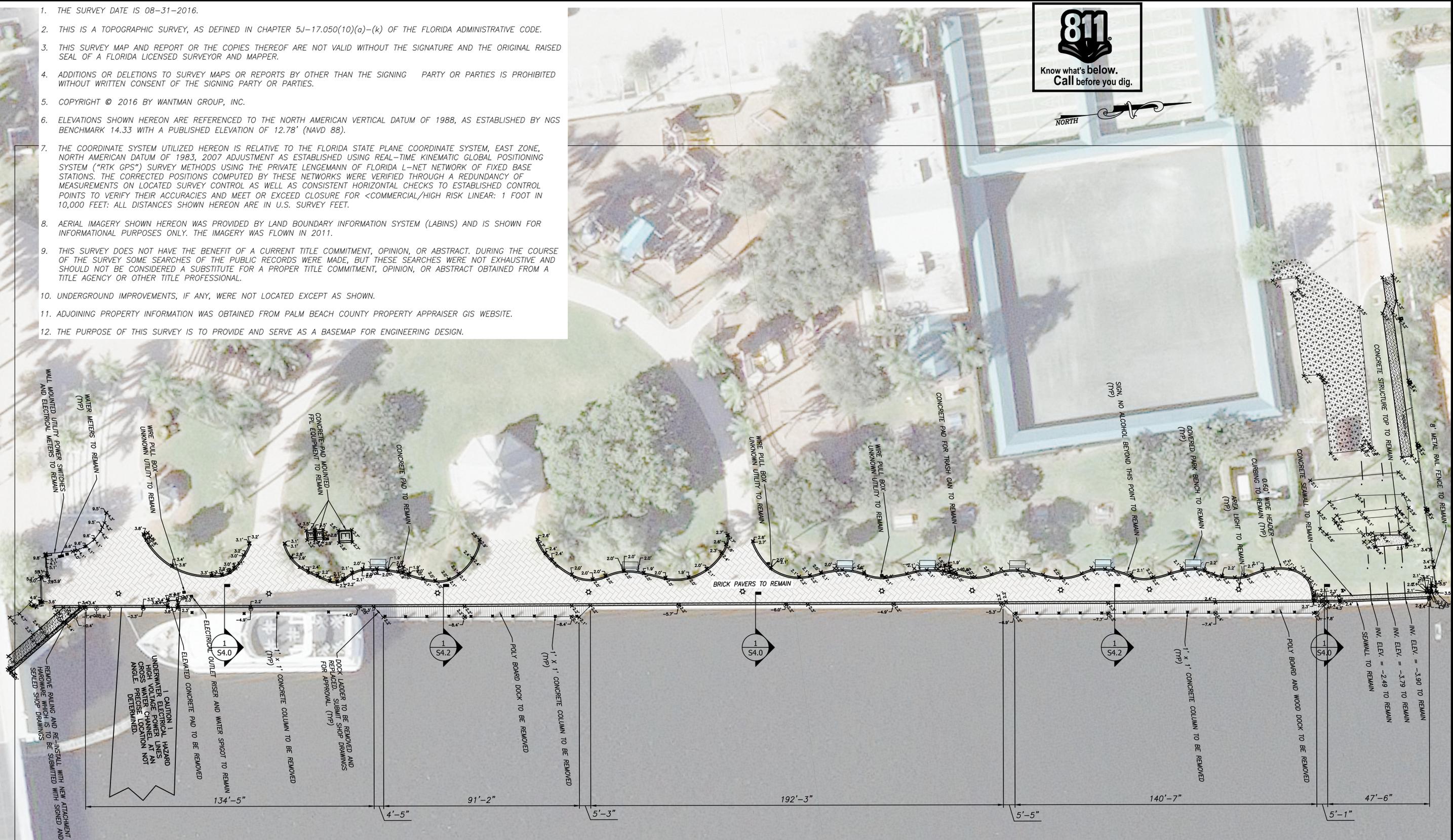
DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
VETERANS PARK  
PROPOSED SEAWALL & MARGINAL DOCK  
GENERAL NOTES

PROJECT NO.	41011004.16
SHEET NO.	S1.0 OF 12
FILE ID.	

C:\pwworking\wgi\02746661\S1.0 GENERAL NOTES.dwg Plotted by dnm:mstella on Feb. 14, 2017 - 11:37am

1. THE SURVEY DATE IS 08-31-2016.
2. THIS IS A TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(a)-(k) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. COPYRIGHT © 2016 BY WANTMAN GROUP, INC.
6. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY NGS BENCHMARK 14.33 WITH A PUBLISHED ELEVATION OF 12.78' (NAVD 88).
7. THE COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT AS ESTABLISHED USING REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM ("RTK GPS") SURVEY METHODS USING THE PRIVATE LENGEMANN OF FLORIDA L-NET NETWORK OF FIXED BASE STATIONS. THE CORRECTED POSITIONS COMPUTED BY THESE NETWORKS WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS ON LOCATED SURVEY CONTROL AS WELL AS CONSISTENT HORIZONTAL CHECKS TO ESTABLISHED CONTROL POINTS TO VERIFY THEIR ACCURACIES AND MEET OR EXCEED CLOSURE FOR <COMMERCIAL/HIGH RISK LINEAR: 1 FOOT IN 10,000 FEET; ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
8. AERIAL IMAGERY SHOWN HEREON WAS PROVIDED BY LAND BOUNDARY INFORMATION SYSTEM (LABINS) AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE IMAGERY WAS FLOWN IN 2011.
9. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
10. UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
11. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM PALM BEACH COUNTY PROPERTY APPRAISER GIS WEBSITE.
12. THE PURPOSE OF THIS SURVEY IS TO PROVIDE AND SERVE AS A BASEMAP FOR ENGINEERING DESIGN.



1 EXISTING SURVEY - OVERALL  
 S2.0  
 20 10 0 20  
 GRAPHIC SCALE IN FEET

**CITY of DELRAY BEACH**  
 ENVIRONMENTAL SERVICES DEPARTMENT  
 434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
 Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

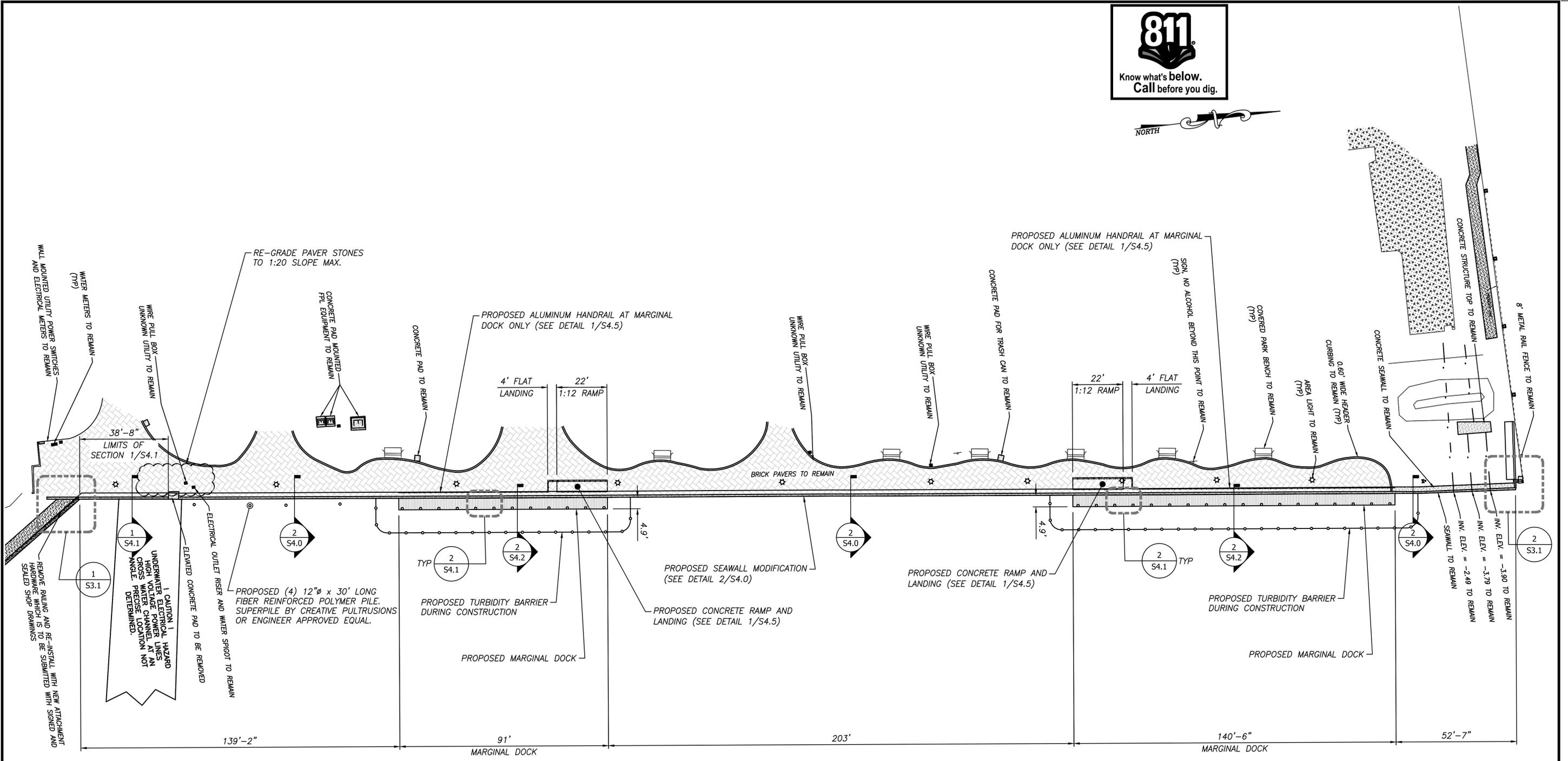
PREPARED BY:  
**WGI**  
 2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL	DESIGNED BY	TAD					
TIMOTHY A. DeLAND P.E., LIC. NO. 71588	DRAWN BY	DAM					
	CHECKED BY	TAD					
	DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY	

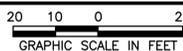
CITY OF DELRAY BEACH  
 VETERANS PARK  
 PROPOSED SEAWALL & MARGINAL DOCK  
 EXISTING SURVEY - OVERALL

PROJECT NO.	41011004.16
SHEET NO.	S2.0 OF 12
FILE ID.	

C:\wv\delray\del\_02\6661\S2.0 EXISTING SURVEY - OVERALL.dwg Plotted by dcmw@delray on Feb 14, 2017 - 11:37am



1 PROPOSED PLAN - OVERALL  
S3.0



**CITY of DELRAY BEACH**  
**ENVIRONMENTAL SERVICES DEPARTMENT**  
 434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
 Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

PREPARED BY:  
**WGI**  
 2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL  
 TIMOTHY A. DeLAND  
 P.E., LIC. NO. 71588

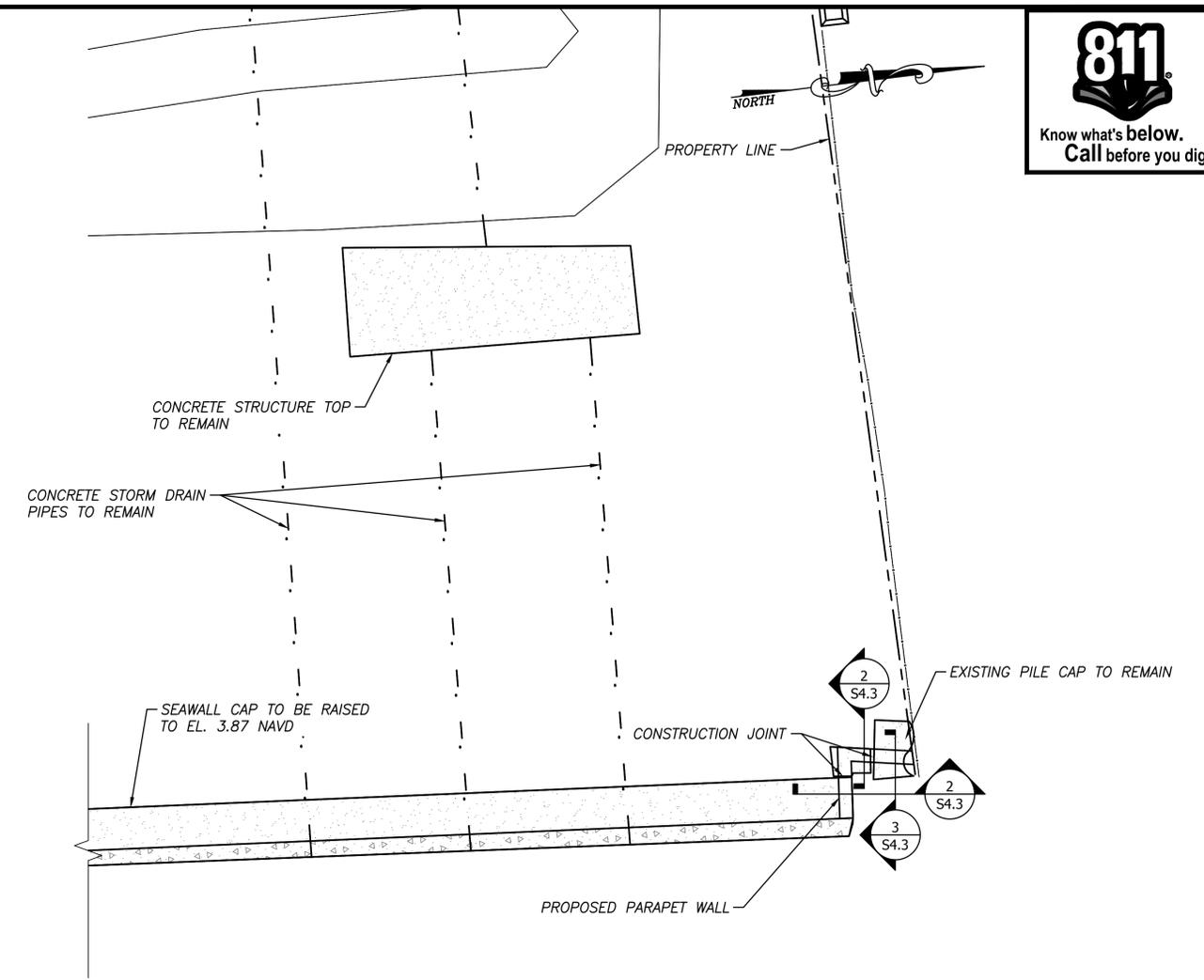
DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
 VETERANS PARK  
 PROPOSED SEAWALL & MARGINAL DOCK  
 PROPOSED PLAN - OVERALL

PROJECT NO.  
41011004.16  
 SHEET NO.  
**S3.0 OF 12**  
 FILE ID.

C:\working\delray\0246661\S3.0 - PROPOSED PLAN - OVERALL.dwg Plotted by doweizide on Feb 14, 2017 - 11:38am





**PROPOSED NORTH END CONNECTION PLAN  
OPTION 2 - PARAPET CLOSURE**

1  
S3.2

4 2 0 4  
GRAPHIC SCALE IN FEET

C:\workdir\delray\0246661\S3.2 - PROPOSED END CONNECTION PLAN - OPTION 2.dwg Plotted by davis on Feb 14, 2017 - 11:32am



**CITY of DELRAY BEACH**  
**ENVIRONMENTAL SERVICES DEPARTMENT**  
 434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
 Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

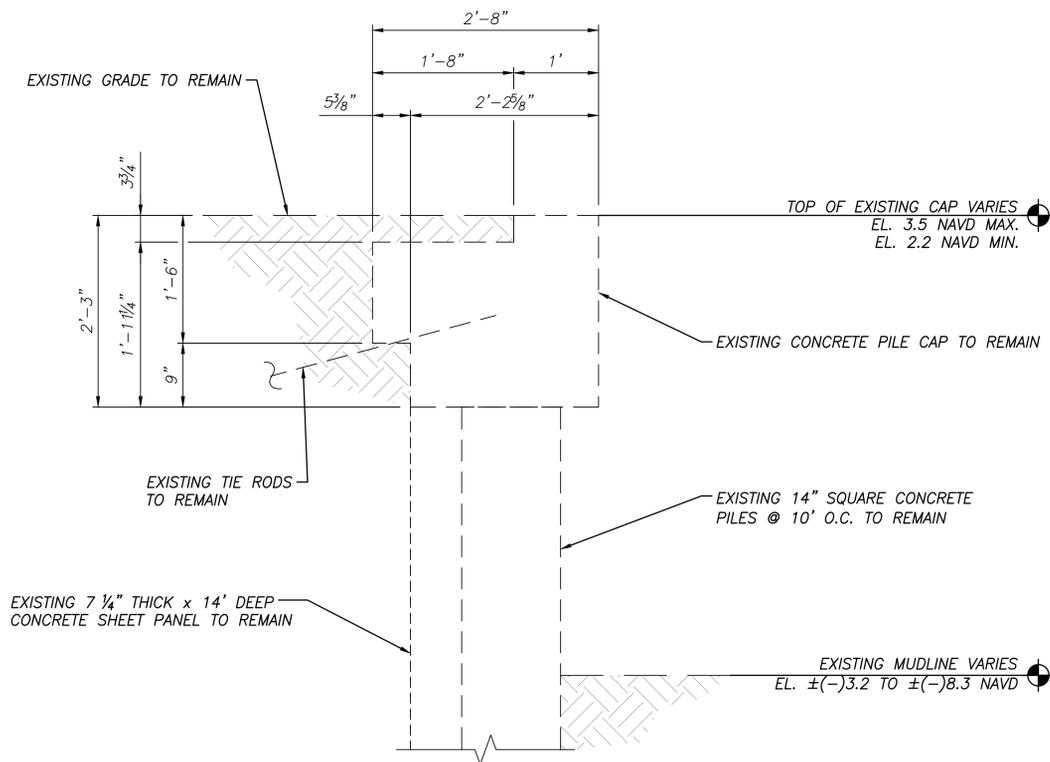
PREPARED BY:  
**WGI**  
 2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL  
 TIMOTHY A. DeLAND  
 P.E., LIC. NO. 71588

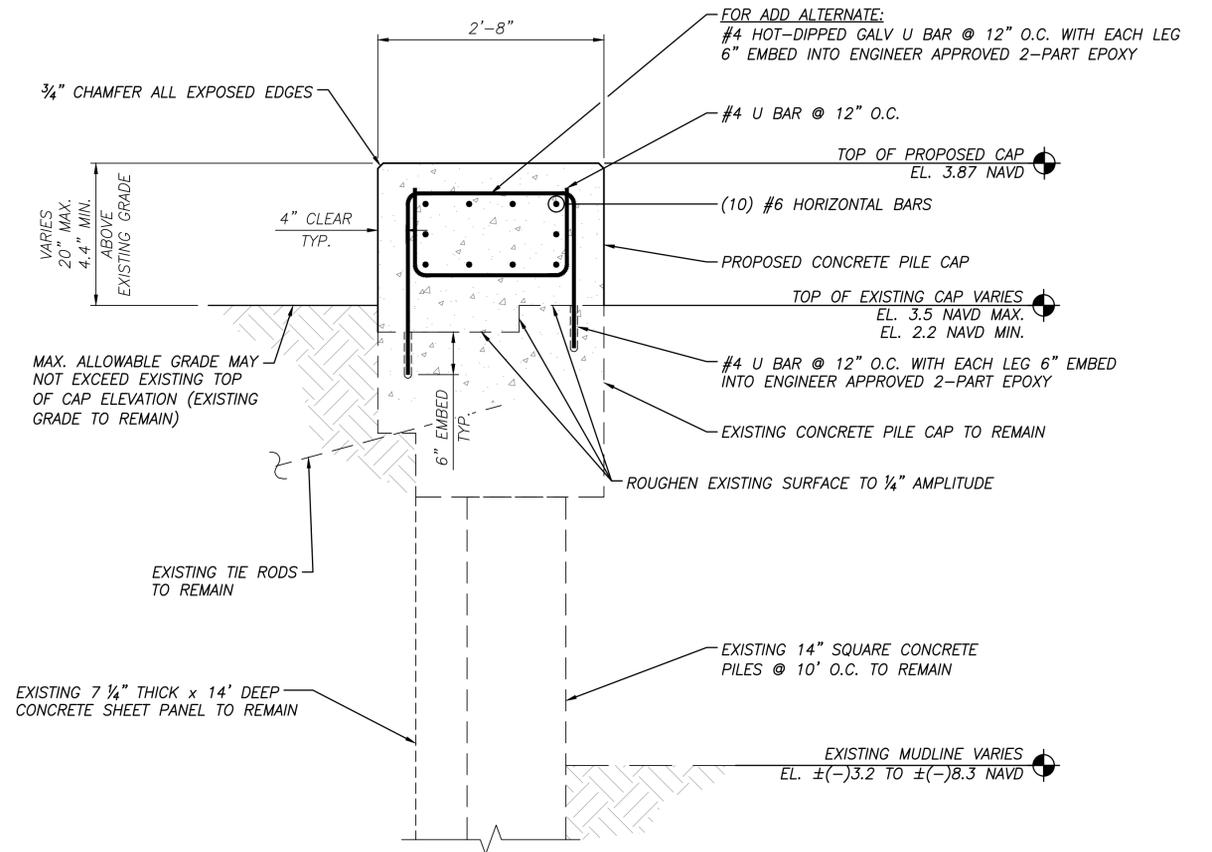
DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
 VETERANS PARK  
 PROPOSED SEAWALL & MARGINAL DOCK  
 PROPOSED END CONNECTION PLAN -  
 OPTION 2

PROJECT NO.  
41011004.16  
 SHEET NO.  
**S3.2 OF 12**  
 FILE ID.



1 **EXISTING TYPICAL SEAWALL CAP**  
S4.0  
1 0.5 0 1  
GRAPHIC SCALE IN FEET



2 **PROPOSED TYPICAL SEAWALL CAP**  
S4.0  
1 0.5 0 1  
GRAPHIC SCALE IN FEET  
ADD ALTERNATE  
REPLACE REINFORCING WITH FRP, UON



**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

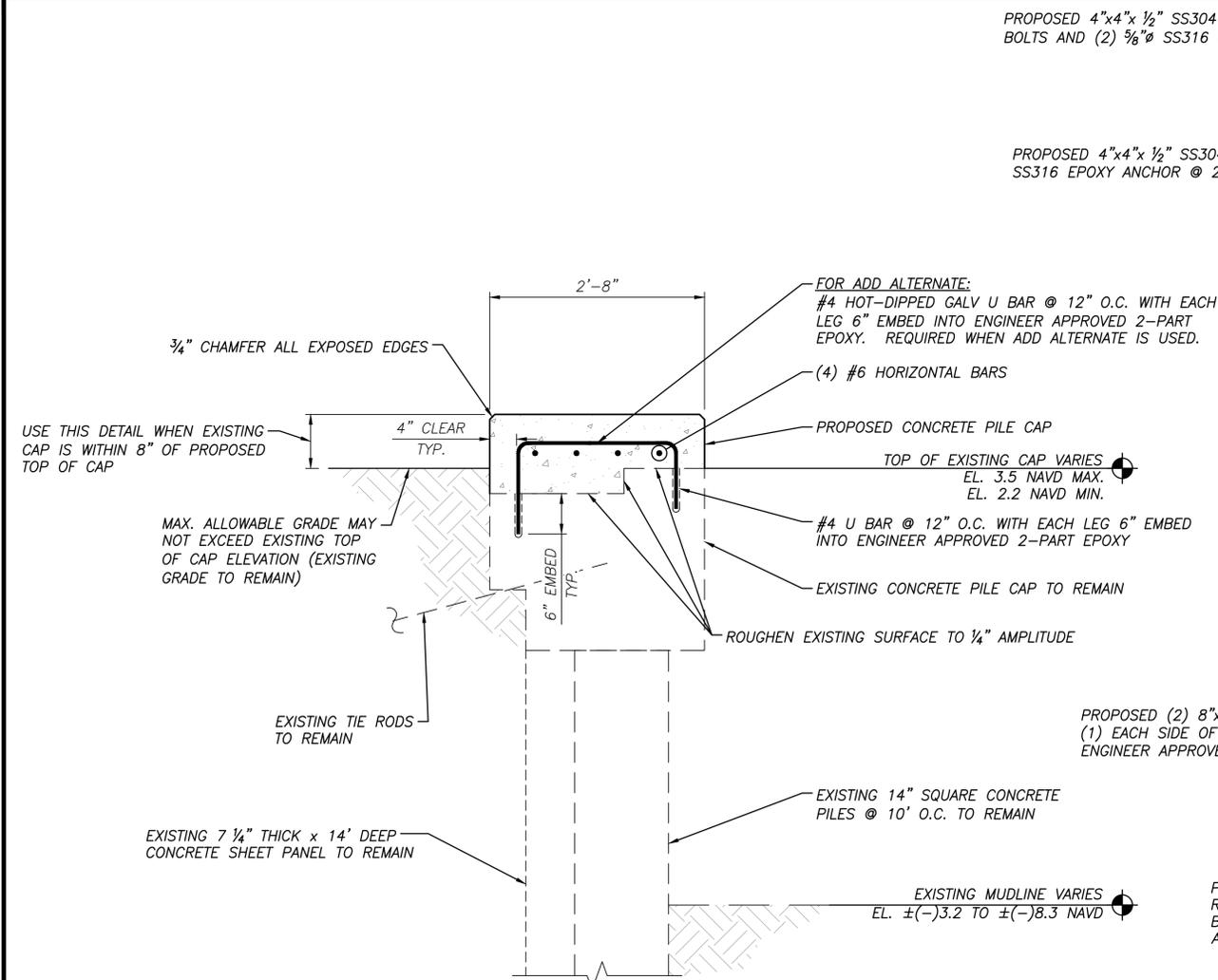
PREPARED BY:  
**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL  
TIMOTHY A. DeLAND  
P.E., LIC. NO. 71588

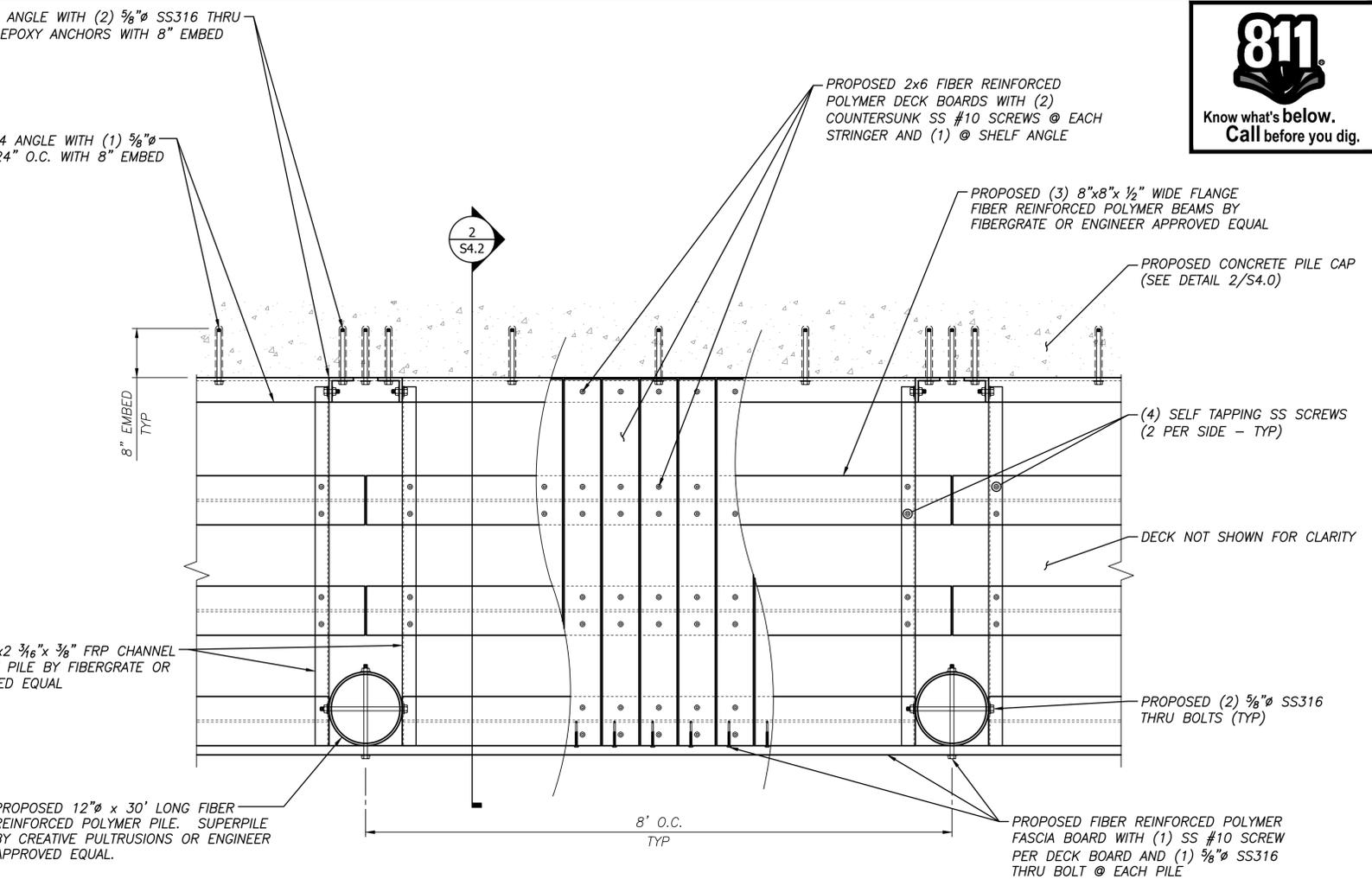
DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
VETERANS PARK  
PROPOSED SEAWALL & MARGINAL DOCK  
TYPICAL SECTIONS

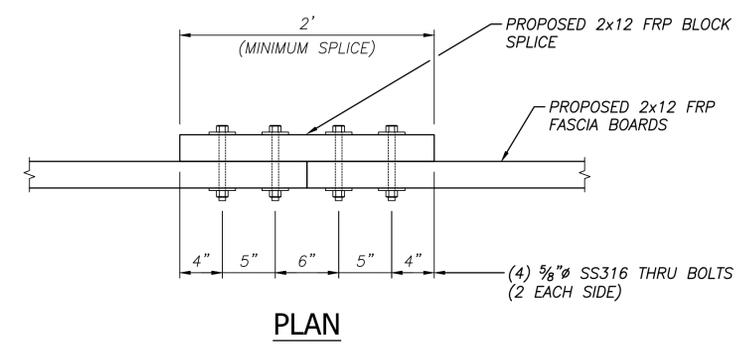
PROJECT NO.	41011004.16
SHEET NO.	S4.0 OF 12
FILE ID.	



**1 RAISED EXISTING CAP SEAWALL DETAIL**  
S4.1  
1 0.5 0 1  
GRAPHIC SCALE IN FEET



**2 PROPOSED EXPANDED PLAN (TYPICAL)**  
S4.1  
1 0.5 0 1  
GRAPHIC SCALE IN FEET



**3 PROPOSED FASCIA BOARD SPLICE (TYPICAL) BETWEEN PILES AS NEEDED**  
S4.1  
NOT TO SCALE

C:\working\02\02\6661\S4.1.TYPICAL SECTIONS.dwg Plotted by doremielle on Feb 14, 2017 - 11:40am



**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

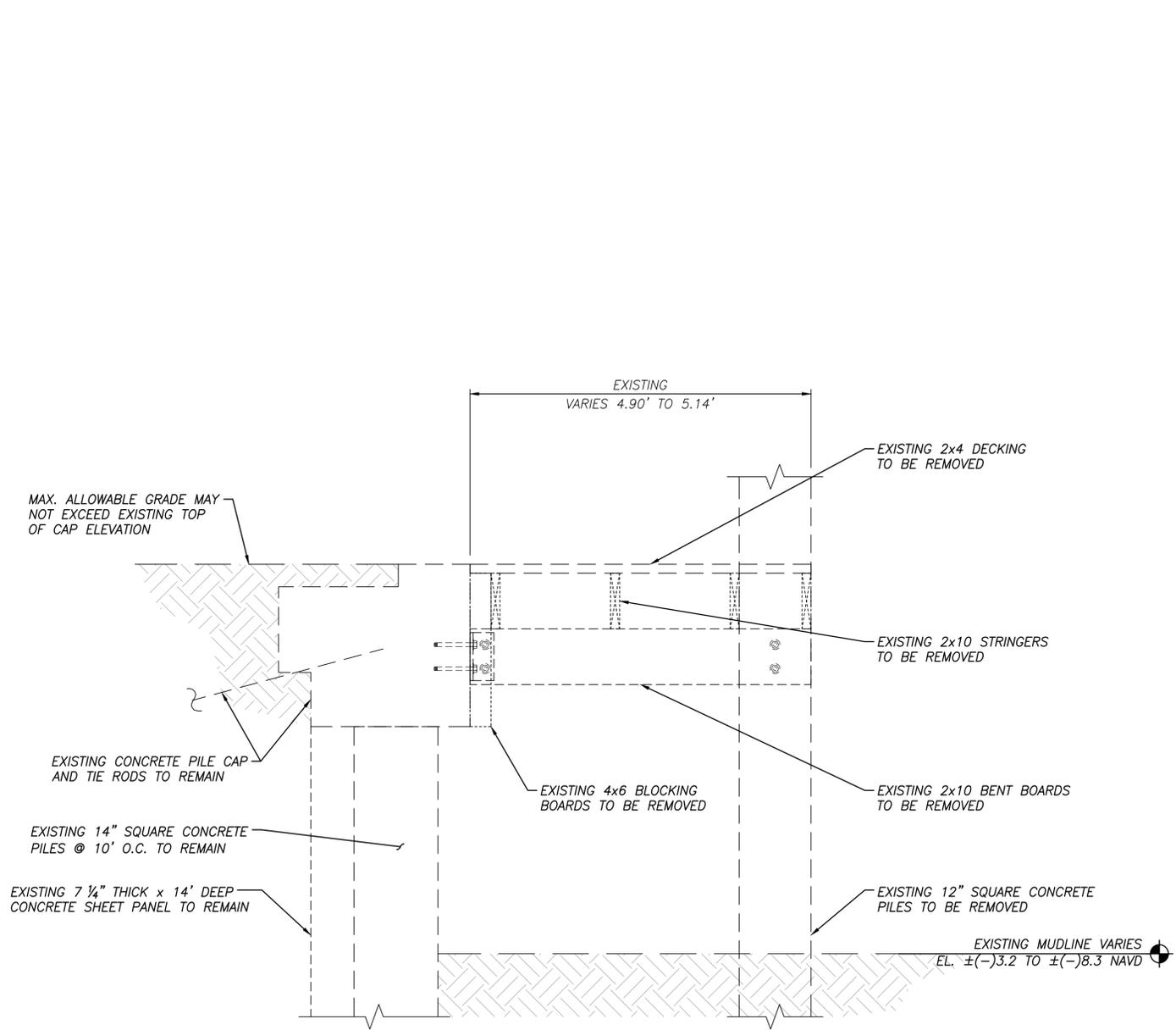
PREPARED BY:  
**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL  
TIMOTHY A. DeLAND  
P.E., LIC. NO. 71588

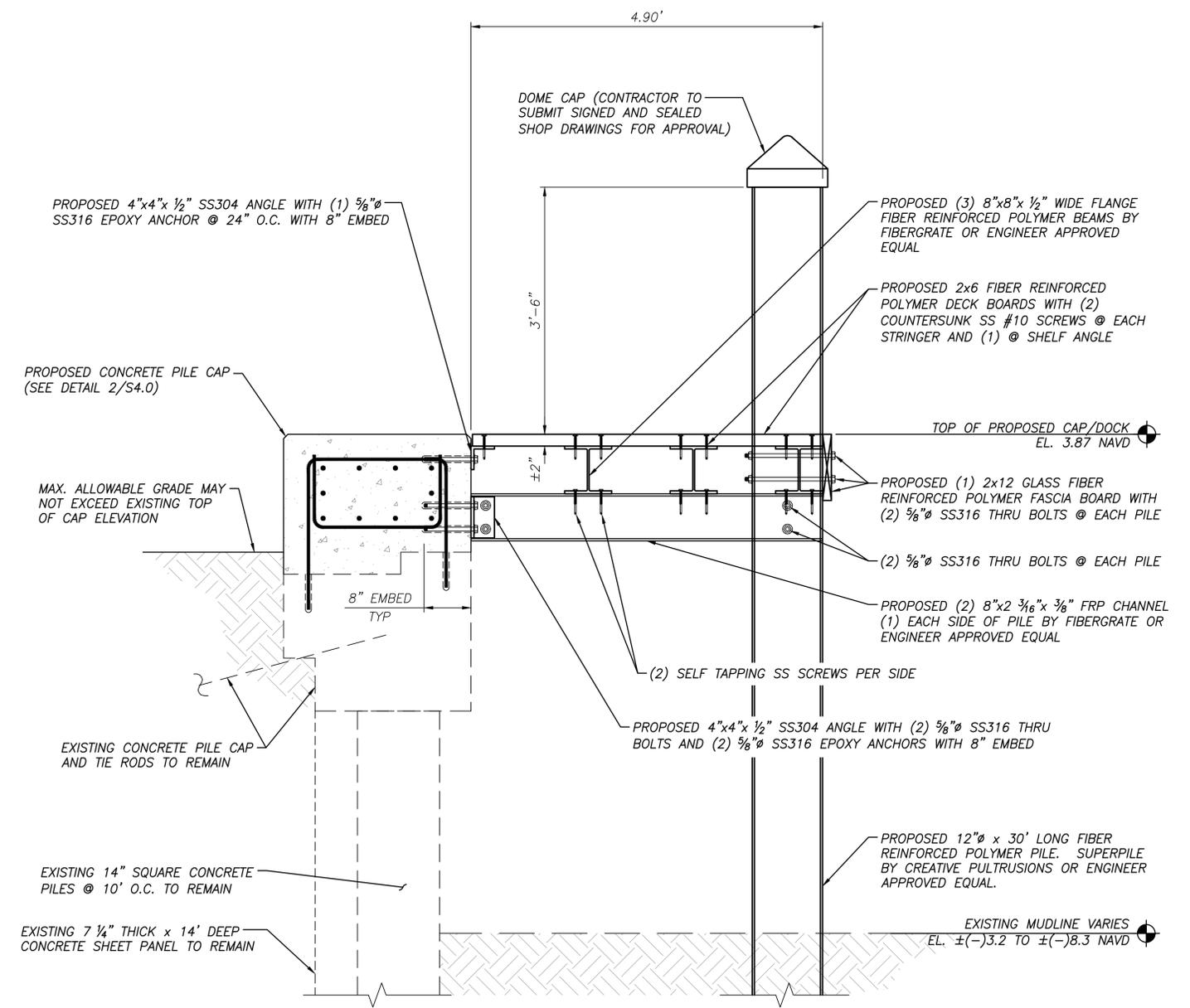
DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
VETERANS PARK  
PROPOSED SEAWALL & MARGINAL DOCK  
TYPICAL SECTIONS

PROJECT NO.  
41011004.16  
SHEET NO.  
**S4.1 OF 12**  
FILE ID.



1 EXISTING TYPICAL MARGINAL DOCK DETAIL  
S4.2  
1 0.5 0 1  
GRAPHIC SCALE IN FEET



2 PROPOSED TYPICAL MARGINAL DOCK DETAIL  
S4.2  
1 0.5 0 1  
GRAPHIC SCALE IN FEET

**CITY of DELRAY BEACH**  
**ENVIRONMENTAL SERVICES DEPARTMENT**  
 434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
 Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

PREPARED BY:  
  
 2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

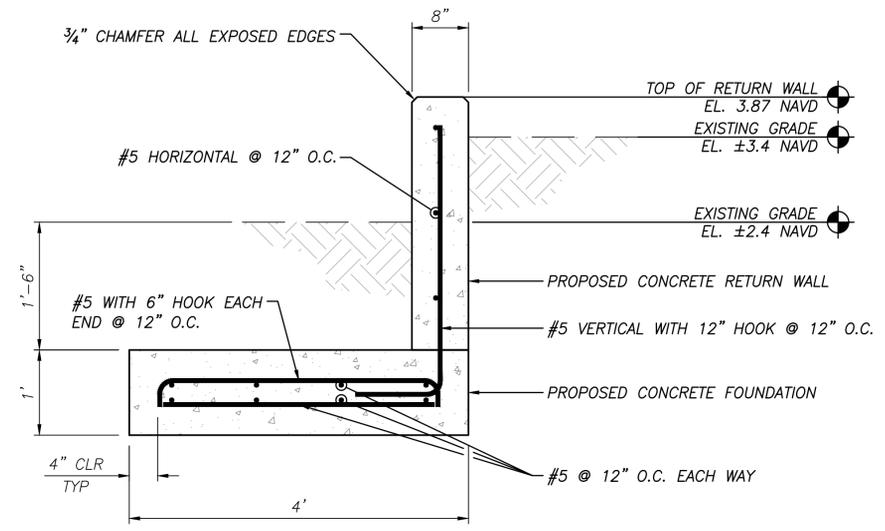
ENGINEER'S SEAL  
 TIMOTHY A. DeLAND  
 P.E., LIC. NO. 71588

DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

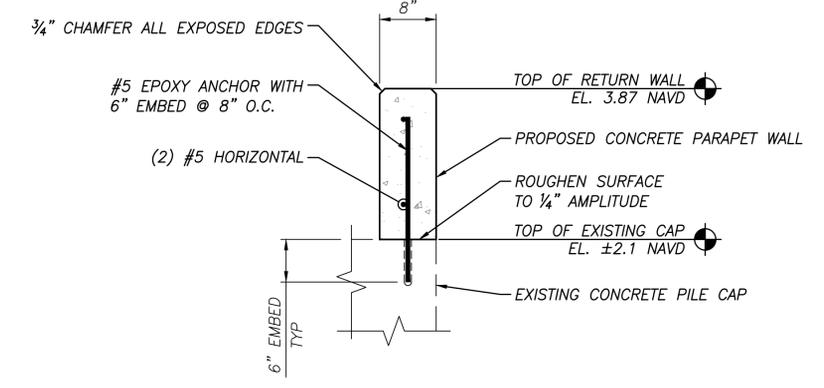
CITY OF DELRAY BEACH  
 VETERANS PARK  
 PROPOSED SEAWALL & MARGINAL DOCK  
 TYPICAL SECTIONS

PROJECT NO.	41011004.16
SHEET NO.	S4.2 OF 12
FILE ID.	

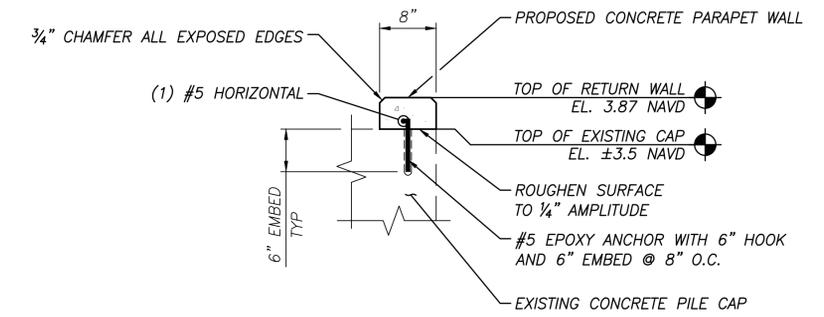
C:\work\delray\02\6661\S4.2 TYPICAL SECTIONS.dwg Plotted by gcombelli on Feb 14, 2017 - 11:40am



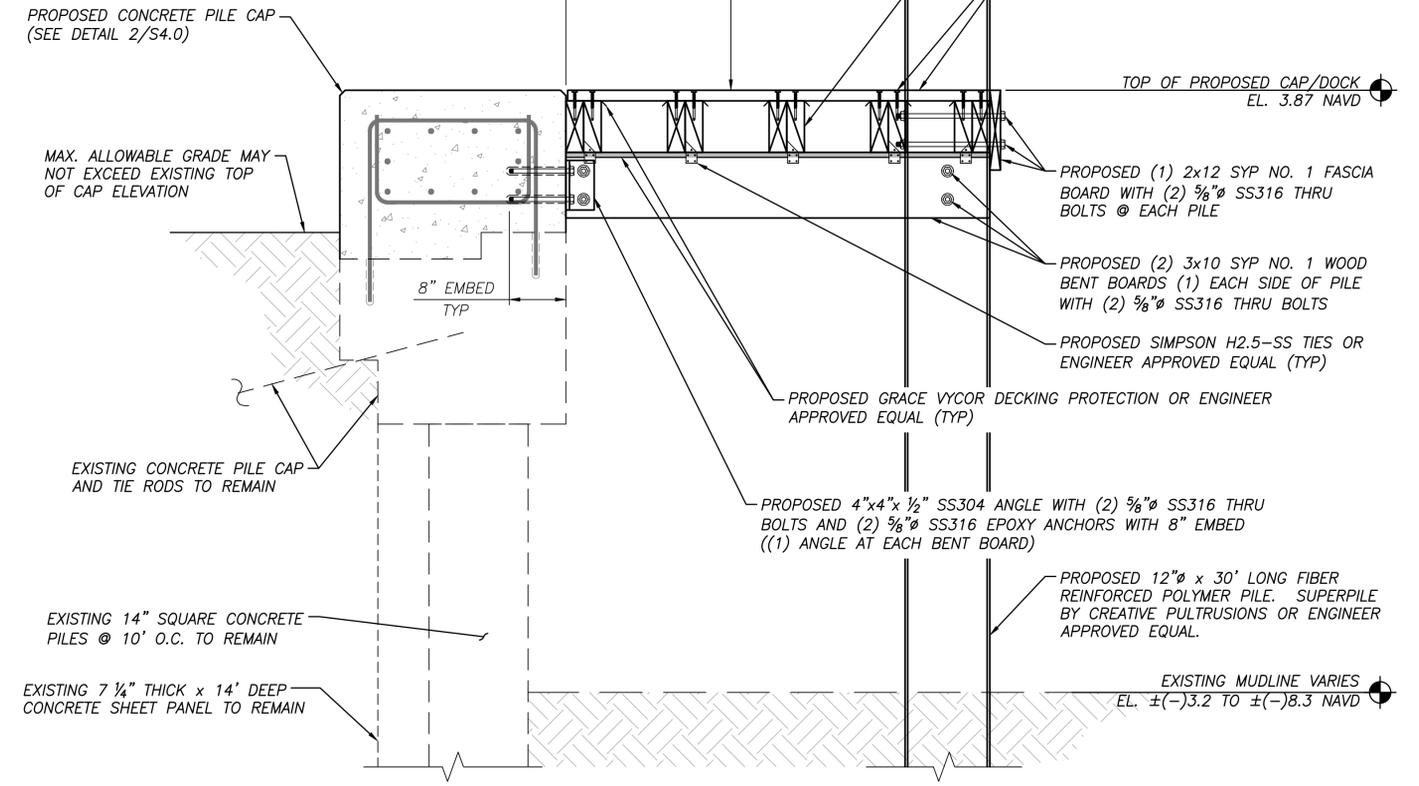
1 RETURN WALL TYPICAL SECTION



2 PARAPET WALL AT END OF PILE CAP



3 PARAPET WALL AT END OF PILE CAP

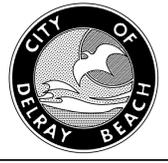


4 PROPOSED WOOD MARGINAL DOCK DETAIL  
ADD ALTERNATE



NOTE:  
BID 4/S4.3 AS ADD ALTERNATE TO FRP MARGINAL DOCK

C:\pwworking\delray\0246661\S4.3 TYPICAL SECTIONS.dwg Plotted by gonzalez on Feb 14, 2017 11:41am



**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

PREPARED BY:  
**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL  
TIMOTHY A. DeLAND  
P.E., LIC. NO. 71588

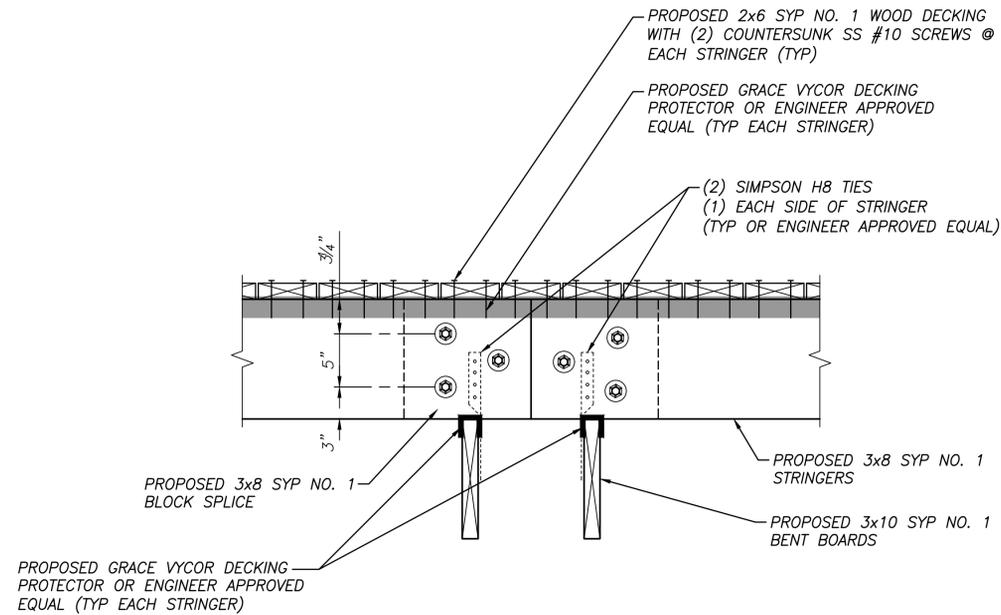
DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
VETERANS PARK  
PROPOSED SEAWALL & MARGINAL DOCK  
TYPICAL SECTIONS

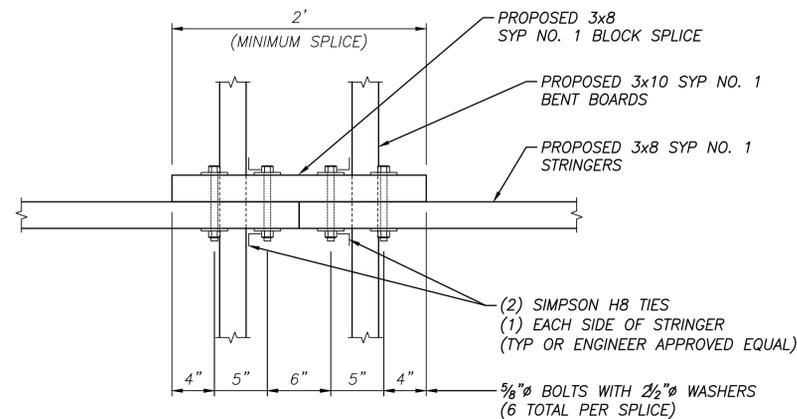
PROJECT NO.  
41011004.16  
SHEET NO.  
S4.3 OF 12  
FILE ID.



Know what's below.  
Call before you dig.

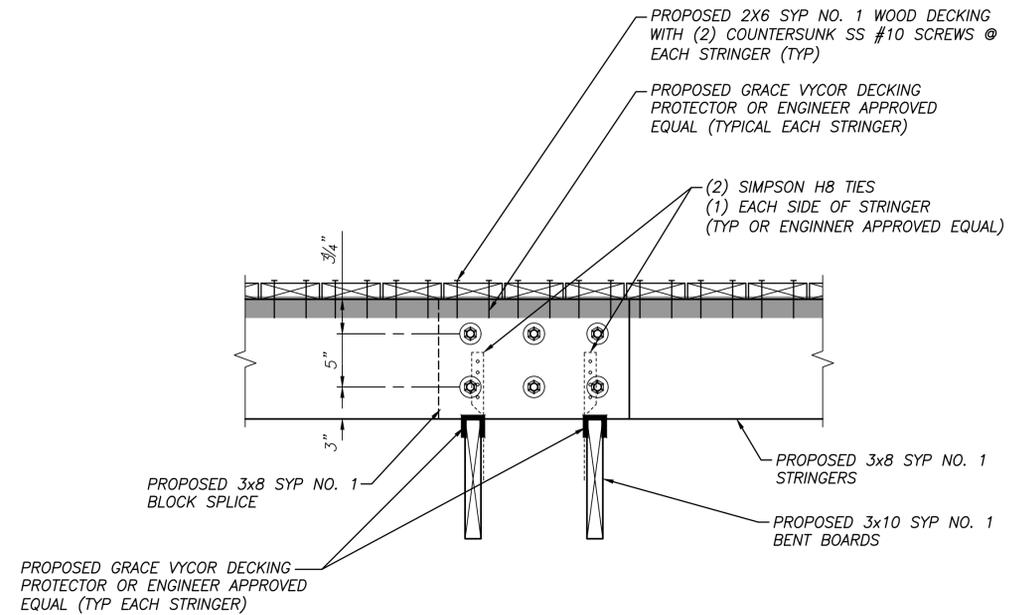


**ELEVATION**

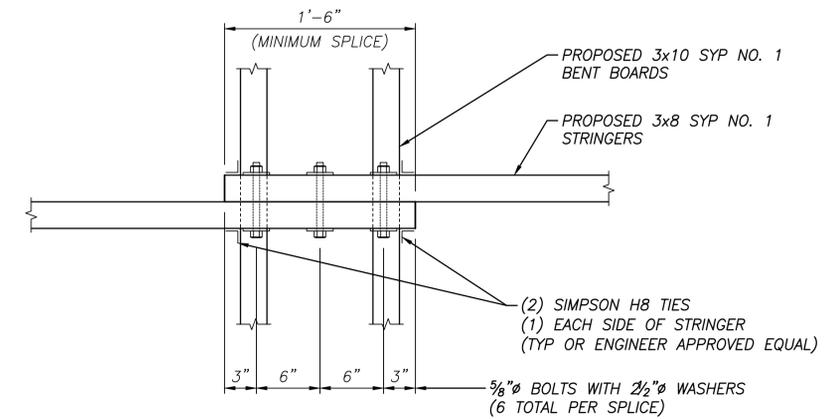


**PLAN**

**1** TYPICAL OUTSIDE STRINGER SPLICE AT BENT DETAIL  
S4.4 NOT TO SCALE



**ELEVATION**



**PLAN**

**2** TYPICAL INSIDE STRINGER SPLICE AT BENT DETAIL  
S4.4 NOT TO SCALE

FOR ADD ALTERNATE



**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

PREPARED BY:  
**WGI**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LB No. 7055  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

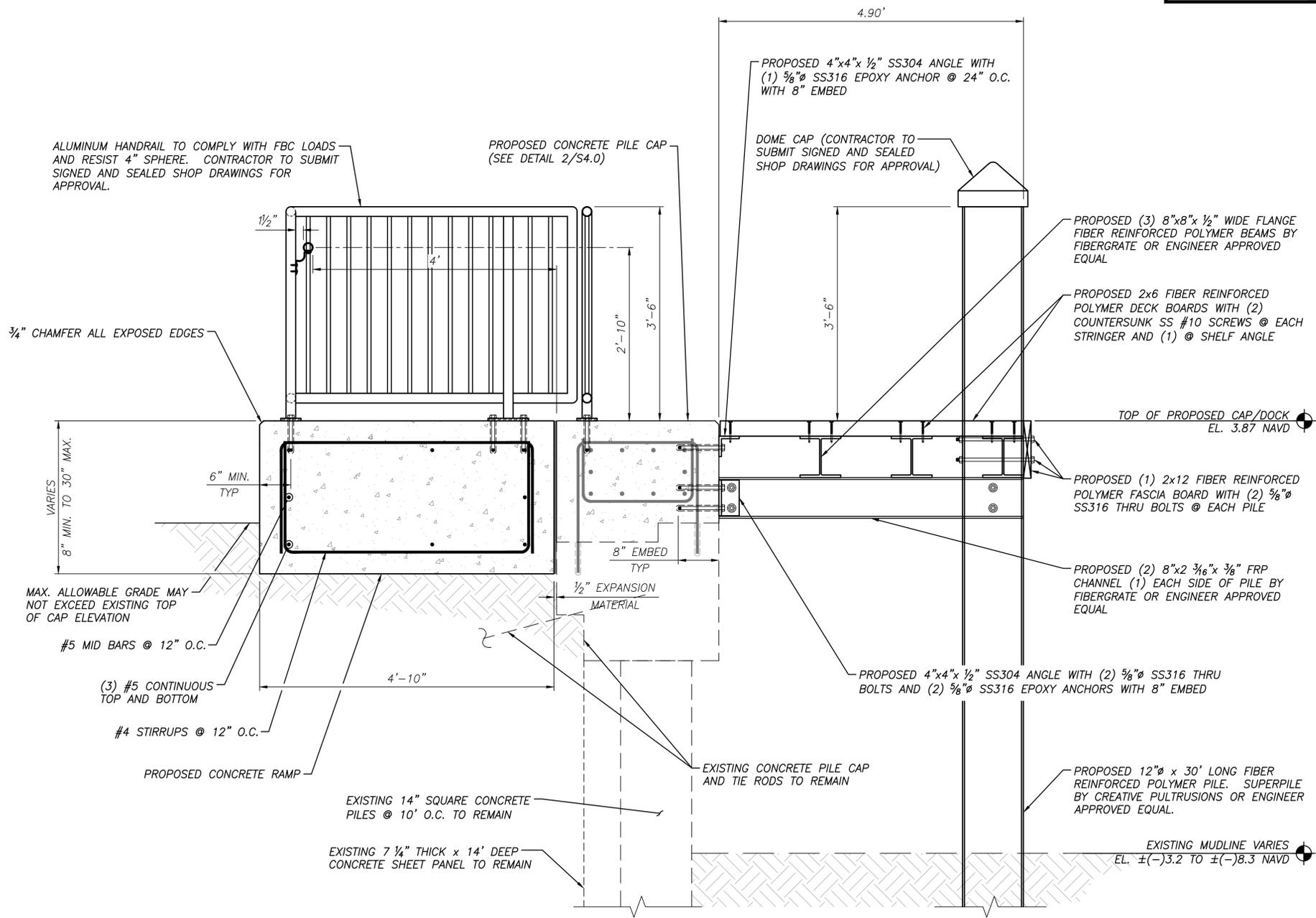
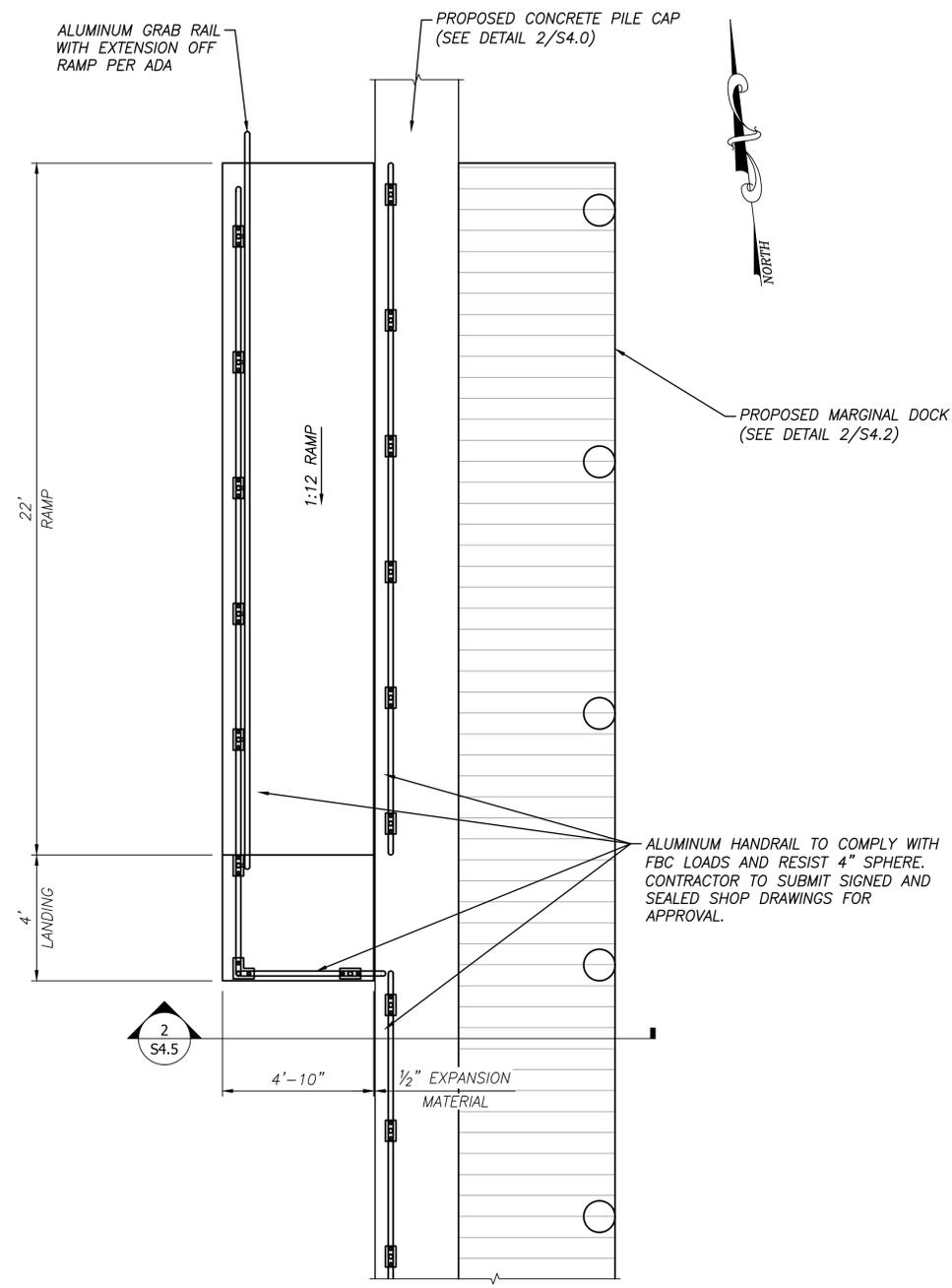
ENGINEER'S SEAL  
TIMOTHY A. DeLAND  
P.E., LIC. NO. 71588

DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
VETERANS PARK  
PROPOSED SEAWALL & MARGINAL DOCK  
SPLICE DETAILS

PROJECT NO.	41011004.16
SHEET NO.	S4.4 OF 12
FILE ID.	

C:\pwworking\wgi\00246661\S4.4 SPLICE DETAILS.dwg Plotted by ddownmille on Feb 14, 2017 - 11:41am



1 PROPOSED RAMP AT MARGINAL DOCK PLAN VIEW  
S4.5  
GRAPHIC SCALE IN FEET

2 PROPOSED RAMP AT MARGINAL DOCK DETAIL  
S4.5  
GRAPHIC SCALE IN FEET

**CITY of DELRAY BEACH**  
**ENVIRONMENTAL SERVICES DEPARTMENT**  
 434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444  
 Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

PREPARED BY:  
**WGI**  
 2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - LB No. 7055  
 ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

ENGINEER'S SEAL  
 TIMOTHY A. DeLAND  
 P.E., LIC. NO. 71588

DESIGNED BY	TAD				
DRAWN BY	DAM				
CHECKED BY	TAD				
DATE	SEPTEMBER 2016	REVISION	DATE	DESCRIPTION	BY

CITY OF DELRAY BEACH  
 VETERANS PARK  
 PROPOSED SEAWALL & MARGINAL DOCK  
 TYPICAL SECTIONS

PROJECT NO.	41011004.16
SHEET NO.	S4.5 OF 12
FILE ID.	

C:\work\delray\delray\0246661\S4.5 TYPICAL SECTIONS.dwg Plotted by gcombelli on Feb 14, 2017 - 11:20am

## **SECTION 01010 SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations to construct new concrete cap section, concrete access ramp with railing, and marginal docks for the City of Delray Beach as described and specified further in the Technical Specifications and as shown on the Contract Drawings.
- B. Except as specifically noted, the Contractor shall provide and pay for:
  - 1. Labor, materials, tools, construction equipment, and machinery.
  - 2. Water and utilities required for construction.
  - 3. Other facilities and services necessary for proper execution and completion of the work.
- C. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the City of Delray Beach.

#### **1.02 SILTATION AND BANK EROSION**

- A. The Contractor shall take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems or during other construction activities.

#### **1.03 STORAGE OF MATERIALS**

- A. Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Engineer will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Engineer.
- B. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the Engineer before any payment for same will be made. Materials strung out along the line of construction will not

be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

#### 1.04 PRESERVATION OF PROPERTY

- A. The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.
- B. In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

#### 1.05 CLEAN UP

- A. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.
- B. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

#### 1.06 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

1.07 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 Law.

1.08 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of premises under direction of Engineer.
- B. Assume full responsibility for the protection and safekeeping of equipment and materials stored on the site.
- C. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate Contractor.

END OF SECTION

## **SECTION 01020 ALLOWANCE**

### **PART 1 - GENERAL**

#### 1.01 REQUIREMENTS INCLUDED

Include in the Contract Sum the allowance stated in the Contract Documents.

#### 1.02 RELATED REQUIREMENTS

Conditions of the Contract.

#### 1.03 CONTINGENCY ALLOWANCE

- A. Include in the Contract, lump sum contingency allowances as follows:
  - 1. Video recordings: Allow the lump sum of \$2,000.00.
  - 2. Unforeseen Conditions allowance:
    - Unknown utilities: \$20,000.00

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 - EXECUTION**

#### 3.01 GENERAL

- A. The Video Allowance is to be used as directed by the Engineer.
- B. The Unforeseen conditions Allowance shall be used as necessary to pay for unforeseen utility conflict resolutions, utility repair work, or other work not within the original scope of work as bid, such work to be performed only at the direction and with the authorization of the City.
- C. At the closeout of contract, monies remaining in the Contingency Allowance will be credited to the Owner by Change Order.

END OF SECTION

**SECTION 01025  
MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

1.1 EXPLANATION AND DEFINITIONS

- A. The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as part of the Contract.

1.2 PAYMENT

- A. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.  
**The City does not pay for items ordered and/or stored on site. Payment for pay items are paid once the item is installed, measured in place, completed and accepted.**
- B. It is intended that all mobilization, insurance, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the following item description be distributed among and included in the unit prices stated. No additional payment shall be made for transportation, communications, office maintenance, project signs, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- C. The CONTRACTOR's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in Bid Schedule for various appurtenant items of work.
- D. All required manufacturer testing and certification shall be included in the unit prices shown in the Proposal and Contract. **Density testing required for compacted backfilling, and concrete strength and materials testing required at the time of construction shall be arranged for and paid for by the owner.**

### 1.3 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.

### **PART 2 - MATERIALS**

Not used.

### **PART 3 - EXECUTION BASE BID**

#### 3.1 MOBILIZATION / DEMOBILIZATION – Bid Item No. 1

- A. Payment for mobilization/demobilization, permits, bonds, insurance, scheduling and temporary facilities and utilities will be made at the contract Lump Sum (LS) price bid for the item, which price shall be full compensation for all materials, labor, equipment, tools, excavation, masonry and all other incidentals necessary to complete this item.
- B. Mobilization is to include any maintenance of traffic plan, traffic control, flagman, portable changeable (variable) message signs, detour signs, barricades, advance warning arrow panels, construction and removal of temporary access driveways to businesses and/or residential properties, etc. in order to provide safety and traffic access in accordance with local and state requirements
- C. Payment item for mobilization shall not exceed five percent (5%) of the base bid contract price and shall be paid in increments in proportion to the total work completed. Should the price for Site Mobilization exceed 5% of the Contract amount, any amount over the 5% will be paid with the Contractor's final payment application.

#### 3.2 DEMOLITION AND REMOVAL OF EXISTING MARGINAL DOCKS AND ELEVATED CONCRETE PAD. – Bid Item No. 2

- A. Payment for this item shall be made on a Lump Sum (LS) basis. The Contractor's unit price shall include full compensation for removal of all marginal docks and the elevated concrete pad as shown on sheet S3.0.
- B. The Contractor shall remove and dispose of all existing items as listed on sheet S3 and shall conform to specification section 2050.

#### 3.3 REINFORCED CONCRETE CAP – Bid Item No. 3

- A. Payment for installing the reinforced concrete seawall cap shall be in a Lump Sum (LS) basis. The Contract Lump Sum Price shall include compensation for labor, materials, and equipment required to construct the new seawall cap in accordance with the plans and specifications.

01025-2

MEASUREMENT AND PAYMENT

- B. This unit price shall also include all necessary labor, materials, and equipment to adjust the paver stones to fit the new cap.

#### 3.4 REINFORCED CONCRETE RAMP - Bid Item No. 4

- A. Payment for installing the reinforced concrete access ramp shall be in a Lump Sum (LS) basis. The Contract Lump Sum Price shall include compensation for labor, materials, and equipment required to construct the new seawall cap in accordance with the plans and specifications.

#### 3.5 MARGINAL DOCKS – Bid Item No. 5

- A. Payment for installing all marginal docks shall be in a Lump Sum (LS) basis. The unit price shall include compensation for labor, materials, and equipment including deck boards, stringers, bent boards, piles, connectors, bolts, screws, and any other materials required in accordance with the plans and specifications.

#### 3.6 ALUMINUM HANDRAILS – Bid Item No. 6

- A. Payment for installing aluminum hand rails shall be in a Lump Sum (LS) basis. The unit price shall include all necessary labor, materials, and equipment to install the handrails and shall include submittal of shop drawings and calculations signed and sealed by a professional engineer registered in the state of Florida for approval.

#### 3.7 AS-BUILT RECORD DRAWINGS – Bid Item No. 7

- A. Payment for this item shall be on a Lump Sum (LS) Basis. One set of full size design drawings on reproducible material and an electronic file of the design drawings on compact disk will be furnished to the Contractor by the City. The Contractor shall maintain full size (22" x 34") field drawings to reflect the "as-built" items of work as the work progresses. Upon completion of the work, the contractor shall prepare a record set of "as-built" drawings on full size, reproducible material and an electronic file in AutoCAD 2012 or latest version. **The As-built data shall be in State Plane Coordinates and NAVD 88.** No final payment will be made for "as-built" drawings until both the reproducible and electronic files are received and accepted by the City.
- B. This item does not include surveying work required for layout and alignment of utility improvements.
- C. The signed and sealed As-Built drawings prepared by professional surveyor are required to be submitted with each pay request. Measurement for payment for providing and furnishing As-Built drawings shall be based upon percent of project complete.

- D. All survey work shall be performed by an independent third party surveyor, licensed to practice in the State of Florida. The surveyor shall be retained by the Contractor and approved by the City.

3.8 VIDEO RECORDING – Bid Item No. 8

- A. Payment under this pay item shall be Lump Sum (LS) made as stipulated in Specifications Section 0120 - Allowances

3.9 UNFORESEEN CONDITION ALLOWANCE – Bid Item No. 9

- A. Payment under this item shall be made as stipulated in Specifications Section 01020 - Allowances.

3.10 INDEMNIFICATION – Bid Item No. 10

- A. Payment under this item is included in accordance with Article 6.30 of the General Conditions.

3.11 PROJECT IDENTIFICATION SIGN – Bid Item No. 11

- A. Payment for project identification sign shall be made at the contract unit price at a Lump Sum (LS) value and shall include furnishing and maintaining the sign throughout the project duration.
- B. Refer to Technical Specification 01580 – Project Identification Sign.

3.12 NPDES PERMIT/EROSION CONTROL – Bid Item No. 12

- A. Payment for Contractor required NPDES Permit application (Notice of Intent and Notice of Termination), reporting and associated erosion protection measures including turbidity abatement for dewatering procedures will be made at the Contract Lump Sum (LS) Price Bid for this item. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
- B. Payment for NPDES Permit/Erosion Protection Measures shall be made on the basis of a percentage (as determined in 'A' above) of the Lump Sum Price. The contract unit price shall include compensation for required labor, materials, and equipment necessary for complying with the NPDES Permit and providing Erosion Protection Measures during construction activities in accordance with the Contract Documents.
- C. Pay item includes NPDES Inspections per the permit conditions and all inlet protection and all silt fencing required.

3.13 ADD ALTERNATE – RAISED CONCRETE CAP AND CONCRETE RAMP REINFORCING TO GFRP (GLASS REINFORCED POLYMER FIBERS) – Bid Item No. 13

- A. The unit price for replacing all reinforcing steel in the concrete cap and concrete ramp with GFRP bars per Florida Department of Transportation Standard Specifications for Road and Bridge Construction specification 973 shall be in a Lump Sum (LS) basis.

3.14 ADD ALTERNATE MARGINAL DOCKS WITH WOOD COMPONENTS – Bid Item No. 14

- A. The add alternate for marginal docks shall be in a Lump Sum (LS) basis. The add alternate shall be to replace all FRP materials in the marginal docks with pressure treated lumber for per the plans and specifications. The quantity of curbs and/or gutter shall be determined by measurement of the units Linear Feet (LF) installed and accepted.

END OF SECTION

01025-5

MEASUREMENT AND PAYMENT

## **SECTION 01041 PROJECT COORDINATION**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Engineer will coordinate the work between Prime Contractors as required.
- B. [The] [Each Prime] Contractor shall:
  - 1. Coordinate work of his [own] employees and subcontractors.
  - 2. Expedite his work to assure compliance with schedules.
  - 3. [Coordinate his work with that of other Prime Contractors and work by Owner.]
  - 4. Comply with orders and instructions of Engineer.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01152: Applications for Payment.
- B. Section 01200: Project Meetings.
- C. Section 01340: Shop Drawings, Product Data and Samples.
- D. Section 01700: Contract Closeout.

#### **1.03 CONSTRUCTION ORGANIZATION AND START-UP**

- A. Engineer shall establish on-site lines of authority and communications:
  - 1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section.
  - 2. Establish procedures for [intra-project communications]:
    - 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 [Prime] Contractors, and to other concerned parties.
  - 4. Assist in obtaining permits and approvals:

- a. Verify that contractor[s] and subcontractors have obtained inspections for Work and for temporary facilities.
- 5. Control the use of Site:
  - a. Allocate space for [each Prime] 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.

#### 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 or each phase.
  - b. Recommend to Owner adjustments in schedule to meet required completion dates.
  - c. Document changes in schedule; submit to Owner, Engineer 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 Engineer, with recommendation for changes.

##### B. Process Shop Drawings, Product Data and Samples:

- 1. Prior to submittal to Engineer, 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.

##### C. 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 Engineer.

2. Reproduce and distribute copies to concerned parties after Engineer review.
- D. Maintain Reports and Records at Job Site, available to Engineer and Owner.
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. At completion of Work, conduct an inspection to assure that:
1. Specified cleaning has been accomplished.
  2. Temporary facilities have been removed from site.
- B. Substantial Completion:
1. Conduct an inspection to develop a list of Work to be completed or corrected.
  2. Assist Engineer in inspection.
  3. Supervise correction and completion of work of subcontractors.

#### 1.06 ENGINEER'S CLOSE-OUT DUTIES

- A. Final Completion:
1. When [each] 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 Owner with recommendations for action.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01045 CUTTING AND PATCHING**

### **PART 1- GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01010: Summary of Work.
- B. Section 01630: Substitutions and Product Options.

#### **1.03 SUBMITTALS**

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

4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
  5. Description of proposed work:
    - a. Scope of cutting, patching, alteration, or excavation.
    - b. Trades who will execute the work.
    - c. Products proposed to be used.
    - d. Extent of refinishing to be done.
  6. Alternative to cutting and patching.
  7. Cost proposal, when applicable.
  8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of Work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution as specified in Section 01630 - Substitutions and Product Options.
- D. Submit written notice to Engineer designating the date and the time the Work will be uncovered.

## **PART 2 - PRODUCTS**

### 2.01 MATERIALS

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

## **PART 3 - EXECUTION**

### 3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to Engineer in writing; do not proceed with work until Engineer has provided further instructions.

### 3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

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

END OF SECTION

## **SECTION 01050 FIELD ENGINEERING**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Provide and pay for field engineering services required for Project.
  - 1. Survey work required in execution of Project.
  - 2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
- B. Owner's Representative will identify existing control points indicated on the Drawings, as required.

#### **1.02 RELATED REQUIREMENTS**

- A. Conditions of the Contract.
- B. Section 01010: Summary of Work.
- C. Section 01700: Contract Closeout.

#### **1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. Qualified engineer or land surveyor, registered in the State of Florida.

#### **1.04 SURVEY REFERENCE POINTS**

- A. Existing basic horizontal and vertical control points for the Project are those designated on Drawings.
- B. 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 Engineer.
  - 2. Report to Engineer 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.
    - a. Establish replacements based on original survey control.

## 1.05 PROJECT SURVEY REQUIREMENTS

- A. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
  - 1. Site improvements
    - a. Stakes for grading, fill and topsoil placement.
    - b. Utility slopes and invert elevations.
  - 2. Batter boards for structures.
  - 3. Building foundation, column locations and floor levels.
  - 4. Controlling lines and levels required for mechanical and electrical trades.
- B. From time to time, verify layouts by same methods.
- C. Locate and mark all known underground utilities prior to entrance of any equipment on the site. All such utilities shall be protected from heavy traffic. Establish and maintain barricades around all manholes, drains, and similar underground items. Immediately notify the owner of any conflict between operations and any in ground item to remain.

## 1.06 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.

## 1.07 SUBMITTALS

- A. Submit name and address of registered surveyor and Professional Engineer to Engineer.
- B. On request of Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.

## **PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01090 REFERENCE STANDARDS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

Abbreviation and acronyms used in Contract Documents to identify reference standards.

#### **1.02 QUALITY ASSURANCE**

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

#### **1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OR ORGANIZATIONS**

- A. Obtain copies of referenced standards direct from publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005
AASHTO	American Association of State Highway & Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219

ADC	Air Diffusion Council 435 North Michigan Avenue Chicago, IL 60611
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ARI	Air-Conditioning and Refrigeration Institute 1815 North Fort Myer Drive Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating & Conditioning Engineers 345 East 47th Street New York, NY 10017
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association Association Building Ninth and Minesota Hastings, NE 68901

ASTM	American Society of Testing & Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preserver's Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
CDA	Cooper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10017
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
MF	Factory Mutual System 1151 Boston Providence Turnpike Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407

GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
MLSFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturer's Association 2101 L Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210
NFPA	National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plains Avenue Des Plains, Il 60018
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076
PCI	Prestressed Concrete Institute 20 North Wacker Drive

Chicago, IL 60606

PS	Product Standard U.S. Department of Commerce Washington, DC 20203
RCSHSB	Red Cedar Shingle & Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute Box 3812 St. Louis, MO 63122
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SJI	Steel Joist Institute 1703 Parham Road, Suite 204 Richmond, VA 23229
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
TAS	Technical Aid Series Construction Specifications Institute 1150 Seventeenth Street, N.W. Washington, DC 20036
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriter's Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01152 APPLICATION FOR PAYMENT**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Submit Applications for Payment to Engineer in accordance with the schedule established by Conditions of the Contract and herein.

#### **1.02 RELATED REQUIREMENTS**

- A. Agreement Between Owner and Contractor: Lump Sum and Unit Price.
- B. Conditions of the Contract: Progress Payments, Retainage and Final Payment.
- C. Section 01020: Allowances.
- D. Section 01153: Change Order Procedures.
- E. Section 01370: Schedule of Values.
- F. Section 01700: Contract Closeout.

#### **1.03 FORMAT AND DATA REQUIRED**

- A. Submit applications in the form required by Owner, in accordance with the example which will be provided by the Engineer, with itemized data typed on 8-1/2 inch x 11 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheet:
  - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Engineer.

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

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
  - a. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission at the end of the continuation sheets.
  - a. List by Change Order Number, and description, as for an original component item of work.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
1. Project
  2. Application number and date.
  3. Detailed list of enclosures.
  4. For stored products:
    - a. Item number and identification as shown on application.
    - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to Engineer at the times stipulated.
- B. Number: [4] copies of Application.
- C. When Engineer finds Application properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01153 CHANGE ORDER PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Promptly implement change order procedures.
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on time and material/force account basis.
  - 3. Provide full documentation to Engineer 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 of the authorization of changes in the Work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

#### **1.02 RELATED REQUIREMENTS**

- A. Agreement: The amounts of established unit prices.
- B. General conditions and Supplementary Conditions.
- C. Conditions of the Contract:
  - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
  - 2. Contractor's claims for the additional cost.
- D. Section 01020: Allowances.
- E. Section 01152: Application for Payment.
- F. Section 01310: Construction Schedules.
- G. Section 01370: Schedule of Values.
- H. Section 01630: Substitutions and Product Options.

I. Section 01700: Contract Closeout.

1.03 DEFINITIONS

- A. Change Order: See General Conditions and Supplementary Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which 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 Engineer making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.04 PRELIMINARY PROCEDURES

- A. Owner or Architect 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 Architect, 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.

1.05 CONSTRUCTION-CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Engineer 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. Owner and Engineer 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.

1.06 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 Engineer 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 Owner's authorized agent who ordered the work, and 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.

1.07 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Owner's Form, per example provided by the Engineer.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either;
  - 1. Engineer's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
  - 2. Contractor's Proposal for a change, as recommended by Engineer.
- B. Owner and Engineer 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.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
  - 1. Engineer's definition of the scope of the required changes.
  - 2. Contractor's Proposal for a change, as recommended by Engineer.
  - 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 Owner 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. Owner and Engineer 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. Engineer or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
2. At completion of the change, Engineer will determine the cost of such work based on the unit process and quantities used.
  - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

#### 1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/ CONSTRUCTION CHANGE AUTHORIZATION

- A. Engineer and Owner 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. Engineer will determine the allowable cost for such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

#### 1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. 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. Periodically revise the Construction Schedule to reflect each change in Contract Time.
  - 1. Revise subschedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, 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 REQUIREMENTS INCLUDED**

- A. Owner shall schedule and administer preconstruction meeting, periodic progress meetings, and specially called meetings throughout progress of the Work.
  - 1. Prepare agenda for meetings.
  - 2. Distribute written notice of each meeting four days in advance of meeting date.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings.
  - 5. Record the minutes; include significant proceedings and decisions.
  - 6. Reproduce and distribute copies of minutes within three days after each meeting.
    - a. To participants in the meeting.
    - b. To parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

#### **1.02 RELATED REQUIREMENTS**

- A. Instructions to Bidders: Pre-Bid Conferences.
- B. Section 01340: Shop Drawings, Product Data and Samples.
- C. Section 01700: Contract Closeout.
- D. Section 01730: Operating and Maintenance Data.

#### **1.03 PRE-CONSTRUCTION MEETING**

- A. Schedule within 20 days after effective date of the agreement.
- B. Location: A central site, convenient for all parties, designated by the Owner.
- C. Attendance:
  - 1. Owner's Representative.

2. Engineer and his professional consultants.
3. Resident Project Representative.
4. Contractor's Superintendent.
5. Major Subcontractors.
6. Others as Appropriate and approved by the Owner.

D. Suggested Agendum:

1. Distribution and discussion of:
  - a. List of major subcontractors and suppliers.
  - b. Projected Construction Schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
  - a. Designation of responsible personnel.
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payment.
6. Adequacy for distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises.
  - a. Office, work and storage areas.
  - b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Miscellaneous.

1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings, as required.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: Project field office of the Contractor or other site directed by the Engineer.
- D. Attendance:
  1. Engineer, and his professional consultants as needed.

2. Subcontractors as appropriate to the agenda.
3. Suppliers as appropriate to the agenda.
4. Others.

E. Suggested Agenda:

1. Review, approval of minutes of previous meeting.
2. Review of Work progress since previous meeting.
3. Field observations, problems, 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. Revisions to Construction Schedule.
8. Progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review of submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Review proposed changes for:
  - a. Effect on Construction Schedule and on completion date.
  - b. Effect on other contracts relating to the project.
14. Review of record drawings.
15. Other business.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01310 CONSTRUCTION SCHEDULES**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Promptly after award of the Contract, prepare and submit to Engineer estimated construction progress schedules for the Work, with subschedules of related activities which are essential to its progress.
- B. Submit revised progress schedules to maintain proposed schedule within 30 days of work in place.

#### **1.02 RELATED REQUIREMENTS**

- A. Conditions of the Contract.
- B. Section 01010: Summary of Work.
- C. Section 01020: Allowances.
- D. Section 01041: Project Coordination.
- E. Section 01200: Project Meetings.
- F. Section 01340: Shop Drawings.

#### **1.03 FORM OF SCHEDULES**

- A. Prepare schedules in the form of:
  - 1. Horizontal Bar Chart.
  - 2. Network Analysis System.
  - 3. Other Method Accepted by Owner.
- B. Format of Listings: The chronological order of the start of each item of work.

#### **1.04 CONTENT OF SCHEDULES**

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning, and completion of each major element of construction. Specifically list:
  - a. Site clearing.
  - b. Site utilities.
  - c. Foundation work.
  - d. Structural framing.
  - e. Subcontractor work.
  - f. Equipment installations.
  - g. Delivery of O & M Manuals.
  - h. Finishings.
  - i. Start-up
  
- B. Submittals, Schedule for Shop Drawings, Product Data and Samples. Show:
  1. The dates for Contractor's Submittals.
  2. The dates revised submittals will be required from the Engineer.
  
- C. Provide subschedules to define critical portions of prime schedules.

1.05 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.

1.06 SUBMISSIONS

- A. Submit initial schedules within 10 days after the effective date of the Agreement.
  1. Engineer will review schedules and return review copy within 10 days after receipt.
  2. If required, resubmit within seven days after return of review copy.

- B. With each application for payment, submit progress schedule if revised since last payment request.
- C. Submit one reproducible transparency which will be returned to the Contractor, plus two copies which will be retained by the Engineer.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
  - 1. Job site file.
  - 2. Subcontractors.
  - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01340**

### **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

#### **PART 1 - GENERAL**

##### 1.01 REQUIREMENTS INCLUDED

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

##### 1.02 RELATED REQUIREMENTS

- A. Definitions and Additional Responsibilities of Parties: Conditions of the Contract.
- B. Section 01700: Contract Closeout.

##### 1.03 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and Thorough manner.
  - 1. Details shall be identified by reference of sheet and detail or schedule.
- B. Minimum sheet size: 8½ X 11 inches.

##### 1.04 PRODUCT DATA

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

##### 1.05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission.

- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Engineer in writing, at time of submission, of any deviations in the submittals from requirements of the contract Documents.
- E. Begin no fabrication or work which requires approved submittals until return of submittals by Engineer

#### 1.06 SUBMISSION REQUIREMENTS

- A. Make submittals in such sequence as to cause no delay in the work.
- B. Number of submittals required:
  - 1. Shop Drawings and Product Data: Submit six (6) copies.
  - 2. Samples: Submit the quantity stated in each specification section.
- C. Submittals shall contain:
  - 1. The date of submission and the dates of any previous submissions.
  - 2. The Project title and number.
  - 3. Contract identification.
  - 4. The names of:
    - a. Contractor
    - b. Supplier
    - c. Manufacturer
  - 5. Identification of the product, with the specification section number.
  - 6. Field dimensions, clearly identified as such.
  - 7. Relation to adjacent or critical features of the work or materials.
  - 8. Applicable standards, such as ASTM or Federal specification numbers.
  - 9. Identifications of deviations from Contract Documents.
  - 10. Identification of revisions on resubmittals.
  - 11. An 8-inch X 3.5-inch blank space for Contractor and Engineer stamps.
  - 12. CONTRACTOR'S stamp initialed or signed, certifying to review of submittal, verification of products, field measurements and field

construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals noted by the Engineer and resubmit unless otherwise noted.
- B. Shop Drawings and Product Data:
  - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  - 2. Indicate any changes which have been made other than those suggested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

1.08 ENGINEER'S DUTIES

- A. Review submittals within 30 days or in accord with schedule.
- B. Affix stamp and initials or signature, and indicate status of submittal.
- C. Return submittals to Contractor for distribution, or resubmission.
- D. Review initial submittals and one resubmittal. Resubmittals that cannot be approved will be returned. Additional resubmittals will be reviewed by the Engineer, and costs for time and materials for reviewing resubmittals will be back charged by the Engineer to the Contractor.

END OF SECTION

## **SECTION 01370 SCHEDULE OF VALUES**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within ten days after award of contract.
- B. Upon the request of the Engineer, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Engineer, shall be used only as the basis for the Contractor's Applications for Payment.
- D. Related Requirements in Other Parts of the Contract Documents.
  - 1. Agreement
  - 2. General Conditions
  - 3. Supplementary Conditions

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01020: Allowances
- B. Section 01152: Application for Payment
- C. Section 01600: Material and Equipment.

#### **1.03 FORM AND CONTENT OF SCHEDULE OF VALUES**

- A. Type schedule on 8-1/2-inch X 11-inch white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractor's request. Identify schedule with:
  - 1. Title of Project, location and (City, County, Owner) Project Number.
  - 2. Engineer and Engineer's Project number.
  - 3. Name and Address of Contractor.
  - 4. 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 values for progress payments during construction.

- C. Follow the table of contents of these Specifications as the format for listing component items.
  - 1. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of:
  - 1. Major products or operations under the item.
  - 2. Contract conditions, such as: bonds, insurance premiums, job mobilization, construction facilities and temporary controls.
- E. For the various portions of the Work:
  - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
  - 2. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. The cost of the materials, delivered and unloaded, with taxes paid.
    - b. The total installed value.
- F. The sum of all values listed in the schedule shall equal the total Contract Sum.

1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a subschedule of unit costs and quantities for:
  - 1. Products specified under a unit cost allowance in Section 01020.
  - 2. Products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
  - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
  - 2. Installation costs, including Contractor's overhead and profit.

- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01380 CONSTRUCTION PHOTOGRAPHS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Employ competent photographer to take construction record photographs periodically during course of the Work.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01010: Summary of Work
- B. Section 01020: Allowances.
- C. Section 01152: Application for Payment.
- D. Section 01700: Contract Closeout.

#### **1.03 PHOTOGRAPHY REQUIRED**

- A. Provide photographs taken on cutoff date for each scheduled Application for Payment.
- B. Views and Quantities Required:
  - 1. At each specified time, photograph Project from twelve to twenty different views, as approved by Engineer.
  - 2. Provide 8 x 10 inch prints of each view.
- C. Negatives:
  - 1. Submit to Engineer with prints.

#### **1.04 COSTS OF PHOTOGRAPHY**

- A. Pay costs for specified photography and prints.
- B. Parties requiring additional photography or prints will pay photographer directly.

## **PART 2 - PRODUCTS**

### **2.01 PRINTS**

- A. Color:
  - 1. Paper; Single weight, neutral black image tone, white base.
  - 2. Finish: Smooth surface, glossy.
  
- B. Identify each print on back, listing:
  - 1. Name of Project.
  - 2. Orientation of view.
  - 3. Date and time or exposure.
  - 4. Name and address of photographer.
  - 5. Photographer's numbered identification of exposure.

## **PART 3 - EXECUTION**

### **3.01 TECHNIQUE**

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

### **3.02 VIEWS REQUIRED**

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
  - 1. At successive periods of photography, take at least one photograph from the same overall view as previously.
  - 2. Consult with engineer at each period of photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver prints to Engineer to accompany each Application for Payment.

END OF SECTION

## **SECTION 01410 TESTING LABORATORY SERVICES**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The Owner will employ services of an Independent Testing Laboratory to perform specified testing.
  - 1. Contractor shall cooperate with laboratory to facilitate the execution of its required services.

#### **1.02 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.

#### **1.03 CONTRACTOR'S RESPONSIBILITIES**

- A. Cooperate with laboratory personnel and/or Engineer, 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 mixes which require control by the testing laboratory.
- D. Furnish copies of Products test reports as required.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify the Engineer sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests:

When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.

- G. Make arrangements with the Engineer and the laboratory and pay for additional samples and tests required for Contractor's convenience.

## **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 by the Owner. Testing will be performed so as to least encumber the performance of Work.
- B. The Owner will authorized 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 Engineer so that arrangements can be made with the laboratory to perform or witness the tests. Do not proceed with additional portions of Work until results have been verified.

END OF SECTION

## **SECTION 01580 PROJECT IDENTIFICATION AND SIGNS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Furnish, install and maintain one project identification sign.
- B. Remove sign upon completion of construction.
- C. Allow no other signs to be displayed without approval of Engineer.

#### **1.02 PROJECT IDENTIFICATION SIGN**

One painted sign of size, design, lettering, and construction as shown on page three of this section.

- 1. Locate as directed by Engineer.
- 2. Color as indicated.

#### **1.03 QUALITY ASSURANCE**

- A. Sign Painter: Professional Experience in type of work required.
- B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

### **PART 2 - PRODUCTS**

#### **2.01 SIGN MATERIALS**

- A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized
- D. Paint: Exterior quality.
  - 1. Use Bulletin colors for graphics.

2. Colors for structure, framing, sign surfaces and graphics: As indicated.

### **PART 3 - EXECUTION**

#### **3.01 PROJECT IDENTIFICATION SIGN**

- A. Paint exposed surfaces of supports, framing and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors selected.
  1. Lettering shall be as noted.
  2. City Logo shall be yellow and blue.
  3. Background shall be white.

#### **3.02 SIGN LOCATION**

Sign shall be located within the City right of way in an area approved by the Engineer.

#### **3.03 MAINTENANCE**

- A. Maintain sign and supports in a neat, clean condition; repair damages to structure, framing or sign.
- B. Relocate informational sign as required by progress of the work.

#### **3.04 REMOVAL**

- A. Remove sign, framing, supports and foundations at completion of project or at direction of Engineer.

[Remainder of this page left blank intentionally.]



END OF SECTION

# **SECTION 01600 MATERIAL AND EQUIPMENT**

## **PART 1 - GENERAL**

### 1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Transportation and Handling.
- E. Storage and Protection
- F. Substitutions and Product Options.

### 1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01020: Allowances.
- C. Section 01090: Reference Standards.
- D. Section 01340: Shop Drawings, Product Data and Samples.
- E. Section 01630: Substitutions and Product Options.
- F. Section 01700: Contract Closeout.

### 1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances of specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship for specified quality.
- C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturer's instructions, submit copies as specified in Section 01340, and distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details of instructions and specified requirements. Should a conflict exist between Specifications and instructions, consult with the Engineer.

1.06 TRANSPORTATION AND HANDLING

- A. Provide equipment and personnel necessary to handle products, including those provided by Owner, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.

1.07 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight enclosures and maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated Products, place on supports above ground. Cover Products subject to deterioration with impervious sheet covering; and provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

- D. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged, and are maintained under required conditions.
- E. After installation, provide coverings to protect Products from damage from traffic and construction operations. Remove when no longer needed.
- F. During such periods of time that are designated by the United States Weather Bureau as being a hurricane warning or alert, construction materials or equipment shall be secured against displacement by wind forces.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01630 SUBSTITUTIONS AND PRODUCT OPTIONS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

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 01020: Allowances.
- C. Section 01340: Shop Drawings.
- D. Section 01700: Contract Closeout.

#### **1.03 PRODUCTS LIST**

- A. Within 30 days after award of Contract, submit to Engineer five 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 catalog 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 or those products and manufacturers names which complies with Specifications.

- C. For products specified by naming only one or more products or manufacturers and stating "or equal", submit a request as for substitutions, for any product or manufacturer which is not specifically named.

#### 1.05 SUBSTITUTIONS

- A. Within a period of 30 days after award of Contract, Engineer will consider formal requests from the Contractor for substitution of products in place of those specified:

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 Contractor.

- B. Submit a separate request for each substitution. Support each request with:
  - 1. Complete data substantiating compliance of the proposed substitution with requirements stated in the Contract Documents:
    - 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 directly by a subcontractor or supplier.
  - 3. No Data relating to changes in construction schedule.
  - 4. Any effect of 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, sources of replacement materials.
  9. Acceptance will require substantial revision of Contract Documents.
- D. Substitute products shall not be ordered or installed without written acceptance of Engineer.
- E. Engineer will determine the acceptability of proposed substitutions.

1.06 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution Contractor represents that:
1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
  2. He will provide the same warranties or bonds for substitution as for product specified.
  3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
  4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
  5. Cost data is complete and includes related costs under his Contract, but not:
    - a. Costs under separate contracts.
    - b. Engineer's costs of redesign or revision of Contract Documents.

1.07 ENGINEER 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 01650 STARTING OF MECHANICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Provide material and labor required to perform start-up of each respective item of equipment and system. Start-up shall include: adjustment and balance procedures.
  - 1. Provide information and assistance required, cooperate with test, adjust and balance services.
- B. Comply strictly with specified procedures in starting up mechanical systems.
- C. Provide Factory Service Representative to check equipment and certify to its proper installation prior to start-up and during start-up and testing.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01041: Project Coordination.
- B. Each Specification Section as Applicable.

#### **1.03 START-UP PROCEDURES**

- A. Bearings:
  - 1. Inspect for cleanliness, clean and remove foreign materials.
  - 2. Verify alignment.
  - 3. Replace defective bearings, and those which run rough or noisy.
  - 4. Grease as necessary, and in accord with manufacturer's recommendations.
- B. Drives:
  - 1. Adjust tension in V-belt drives, and adjust varipitch sheaves and drives for proper equipment speed.
  - 2. Adjust drives for alignment of sheaves and V-belts.
  - 3. Clean, remove foreign materials before starting operation.
- C. Motors:
  - 1. Check each motor for amperage comparison to nameplate value.

2. Correct conditions which produce excessive current flow, and which exist due to equipment malfunction.
- D. Pumps:
1. Check mechanical seals for cleanliness and adjustment before running pump.
  2. Inspect shaft sleeves for scoring.
  3. Inspect mechanical faces, chambers, and seal rings, replace if defective.
  4. Verify that piping system is free of dirt and scale before circulating liquid through the pump.
- E. Control Valves:
1. Inspect both hand and automatic control valves, clean bonnets and stems.
  2. Tighten packing glands to assure no leakage, but permit valve stems to operate without galling.
  3. Replace packing in valves to retain maximum adjustment after system is judged complete.
  4. Replace packing on any valve which continues to leak.
  5. Remove and repair bonnets which leak.
  6. Coat packing gland threads and valve stems with a surface preparation of "Moly-Cote", "Fel-Pro", or equal after cleaning.
  7. Verify that control valve seats are free from foreign material, and are properly positioned for intended service.
- F. Tighten flanges after system has been placed in operation.
1. Replace flange gaskets which show any sign of leakage after tightening.
- G. Inspect screwed joints for leakage.
1. Promptly remake each joint which appears to be faulty, do not wait for rust to form.
  2. Clean threads on both parts, apply compound and remake joints.
- H. After systems has been placed in operation, clean strainers, dirt pockets, orifices, valve seats and headers in fluid systems, to assure being free of foreign materials.
- I. Open air vents, remove operation elements.
1. Clean thoroughly, replace internal parts and put back into operation.
- K. Set and calibrate draft gauges of air filters and other equipment.

- L. Inspect fan wheels for clearance and balance.
  - 1. Provide factory-authorized personnel for adjustment when needed.
- M. Check each electrical control circuit to assure that operation complies with specifications and requirements to provide desired performance.
- N. Inspect each pressure gauge and thermometer for calibration.
  - 1. Replace items which are defaced, broken, or which read incorrectly.
- O. Repair damaged insulation.
- P. Vent gases trapped in any part of systems.
  - 1. Verify that liquids are drained from all parts of gas or air systems.
- Q. Check piping for leaks at every joint, and at every screwed, flanged, or welded connection, using "Leak-Tek" or other approved compound.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01700 CONTRACT CLOSEOUT**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Substantial Completion
- B. Final inspection after completion
- C. Final cleaning
- D. Contractor's closeout submittals
- E. Final adjustment of accounts

#### **1.02 SUBSTANTIAL COMPLETION**

- A. When CONTRACTOR considers work has reached substantial completion, he shall submit to the ENGINEER the following:
  - 1. Written notice that the work is substantially complete in accordance with Contract Documents.
  - 2. A list of items yet to be completed or corrected and explanations thereof.
- B. Within a reasonable time upon receipt of such notice, the ENGINEER will make an inspection, if necessary, to determine the status of completion.
- C. Should the ENGINEER determine that the work is not substantially complete:
  - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons thereof.
  - 2. CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of Substantial Completion to the ENGINEER.
  - 3. Upon receipt of the second notice, the ENGINEER will reinspect the Work.
- D. When the ENGINEER finds that the Work is substantially complete he will issue a Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final inspection.

### 1.03 FINAL INSPECTION AFTER COMPLETION

- A. When CONTRACTOR considers the Work is complete with all minor deficiencies completed or corrected, he shall submit written certification that:
  - 1. Contract Document requirements have been met.
  - 2. Work has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. All minor deficiencies have been corrected or completed and the Work is ready for final inspection.
  - 5. Project record documents are complete and submitted.
- B. Within a reasonable time upon receipt of such certification, the ENGINEER will make an inspection to verify the status of completion.
- C. Should the ENGINEER determine that the work is incomplete or defective:
  - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
  - 2. CONTRACTOR shall remedy the deficiencies in the work and send a second written certification to the ENGINEER that the Work is complete.
  - 3. Upon receipt of the second certification, the ENGINEER will reinspect the Work.
- D. When the ENGINEER determines that the work is acceptable, under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

### 1.04 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean site; sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

### 1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Project Record Documents
  - 1. At Contract closeout, submit documents with transmittal letter containing date, Project title, CONTRACTOR'S name and address, list of documents, and signature of CONTRACTOR.

2. Drawings; Legibly marked to record actual construction:
  - a. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - b. Drawings shall be signed and sealed by a surveyor registered in the State of Florida.
3. Specifications and Addenda; Legibly mark each Section to record.
4. Changes made by Field Order or by Change Order.

B. Evidence of payment and Release of Liens.

#### 1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

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. Penalties and bonuses
  - f. Deductions for liquidated damages
  - g. Other adjustments
3. Total Contract Sum as adjusted
4. Previous payments
5. Sum remaining due

#### **PART 2 - PRODUCTS**

Not used.

#### **PART 3 - EXECUTION**

Not used.

END OF SECTION

## **SECTION 01720 PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Maintain at the site of the OWNER a record copy of:
  - 1. Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other modifications to the Contract.
  - 5. Approved Shop Drawings, Product Data and Samples.
  - 6. Field Test Records.

#### **1.02 RELATED REQUIREMENTS**

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

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

- A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by OWNER's Representative.

1.04 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by OWNER's Representative.

1.05 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction (hard copy):
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structures.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original Contract Drawings.
- D. Specifications and Addenda; legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  - 2. Changes made by Field Order or by Change Order.

1.06 AS-BUILT PLANS (RECORD DRAWINGS)

- A. The CONTRACTOR shall maintain full size (24"x36") field drawings to reflect the "as-built" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a record set of "as-built" drawings on full-size, reproducible material and an electronic file in ACAD 2000 Format or Latest Version. One set of full size design drawings on reproducible material will be furnished to the CONTRACTOR by the design ENGINEER at the current square foot price. An electronic file of the design drawings on a compact disk will be furnished to the CONTRACTOR by the design ENGINEER at no additional cost. No additional payment will be made for those "as-built" drawings.
- B. The cost of maintaining record changes, and preparation of the Record Drawings shall be included in the unit prices bid for the affected items. Upon completion of the work the CONTRACTOR shall furnish the ENGINEER the reproducible "as-built" Drawings and the electronic files. The completed Record drawings shall be delivered to the Engineer at least 48 hours prior to final inspection of the work. **The Final inspection will not be conducted unless the Record Drawings are in the possession of the ENGINEER.**
- C. The completed (or final) record drawings shall be certified by a Professional Land surveyor registered in the State of Florida. This certification shall consist of the surveyor's embossed seal bearing his registration number, the surveyor's signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor.
- D. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
1. Plans:
    - a. Structure types, location with grade of rim and flow-line elevations.
    - b. Sewer type, length, size and elevations.
    - c. Utility type, length, size and elevation in conflict structures.
    - d. All maintenance access structures, valves and hydrants within right-of way.
    - e. Spot (critical) elevations at plateaued intersections, P.C., P.T., midpoint of all intersections.
    - f. Sewer laterals shall be stationed between maintenance access structures.

2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.
  3. Water and Sewer Plans: Location (horizontal and vertical) of all pipe lines, structures, fittings, valves and appurtenances and water /sanitary sewer pipe crossings.
- E. The CONTRACTOR shall submit three sets of progress record drawings with each application for payment. These drawings shall accurately depict the work completed and for which payment is being requested.
- F. As-built drawings shall include the following criteria at a minimum.
1. As-builts of water lines shall include the following information:
    - a. Top of pipe elevations and horizontal location every 100 lf.
    - b. Locations and elevations of all fittings including bends, tees, gate valves, double detector check valves, fire hydrant, etc.
    - c. All tie-ins to existing lines shall be as-built.
    - d. The ends of all water services at the buildings or homes shall be as-built or where the water service terminates.
  2. As-builts of all gravity sanitary sewer lines include the following information:
    - a. Rims, inverts and length of piping between structures as well as slopes.
    - b. The stub ends of all sewer laterals shall be located and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.
    - c. Lift station as-builts shall consist of top of wet well elevation, invert elevation of the incoming line, bottom of the wet well and as-builts of the compound area.
  3. Force main as-builts shall be prepared the same as the water line as-builts.
  4. As-builts of all drainage lines shall include the following information:
    - a. Rims, inverts and length of piping between structures and weir elevations if applicable.

- b. The size of the piping shall be verified by the survey crew at the time of as-built.
5. All rock as-builts 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 as-builts 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 elevations shall be shown.
  - d. Elevations around island areas will also be required.
  - e. As-builts 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.
6. Lake and canal bank as-builts 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 lf, unless otherwise specified. As builts 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.
7. Retention area as-built 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 as-built as well
8. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the as-builts. The ENGINEER may request additional as-built information to verify horizontal or vertical locations.

1.07 SUBMITTAL

- A. At Contract closeout, deliver Record Documents to OWNER's Representative, or presentation to the OWNER.
- B. A complete set of "As-Built" Drawings shall be prepared and delivered to the OWNER's Representative for the OWNER. Work shall be performed by a Registered Professional Land Surveyor and shall include, but not be limited to the following:
  - 1. Valve boxes, splice boxes, pull boxes, al underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, finished necessary grades, benches, curbs, fences walls signs, light fixtures and other items as necessary.
- C. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. CONTRACTOR's name and address.
  - 4. Title and number of each Record Document.
  - 5. Signature of CONTRACTOR or his authorized representative.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

## **SECTION 01720 PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Maintain at the site of the OWNER a record copy of:
  - 1. Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other modifications to the Contract.
  - 5. Approved Shop Drawings, Product Data and Samples.
  - 6. Field Test Records.

#### **1.02 RELATED REQUIREMENTS**

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

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

- A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with DSI format
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by OWNER's Representative.

#### 1.04 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by OWNER's Representative.

#### 10.5 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction (hard copy and ACAD 2000 Format):

- 1. Horizontal and vertical locations of underground utilities and apputenances

Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

#### C.

- 1. Size: 8-1/2 inches X 11 inches.
- 2. Paper: Manufacturer's printed data, or neatly typewritten.
- 3. Drawings:
  - a. Provide reinforced punched binder tab, bind in with text.
  - b. Fold larger drawings to size of text pages.
- 4. Provide fly-leaf for each separate product, or each piece of operating equipment.
  - a. Provide typed description of product, and major component parts of equipment.
  - b. Provide indexed tabs.
- 5. Cover - Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." List:
  - a. Title and Project.
  - b. Identity of separate structure as applicable.
  - c. Identity of general subject matter covered in the manual.

#### D. Binders:

- 1. Commercial quality three-ring binders with durable and cleanable plastic covers.
- 2. Maximum ring size: Three inch.

3. When multiple binders are used, correlate the data into related consistent groupings.

#### 1.05 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
  1. A list of each product required to be included, indexed to content of the volume.
  2. List, with each product, name, address and telephone number of:
    - a. Maintenance contractor, as appropriate.
    - b. Local source of supply for parts and replacement.
  3. 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 of flow diagrams.
- D. Written text, 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 for each procedure.
- E. Copy of each warranty, bond and service contract issued.
  1. Provide information sheet for Owner's personnel:
    - a. Proper procedures in event of failure.
    - c. Instances which might affect validity of warranties or bonds.

#### 1.06 MANUAL FOR MATERIALS AND FINISHES

Not used.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit ten copies of complete manual in final form.
- 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 lubricants required.
    - a. List of lubricants 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 parts.
  - 8. As-installed control diagrams by controls manufacturer.
- C. Content, for each electric and electronic system, 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 of 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. Routing operations.
    - b. Guide to trouble shooting.
    - c. Disassembly, repair and reassembly.
    - d. Adjustment and checking.
  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 Owner's personnel.
- E. Additional requirements for operating and maintenance data: Respective Sections of Specifications.
- F. Provide complete information for products specified in:
1. Section 02441: Underground Sprinkler System.
  2. Section 02598: Pond and Reservoir Liners.
  3. Section 05500: Metal Fabrications.
  4. Section 08120: Aluminum Doors and Frames.
  5. Section 08331: Overhead Coiling Doors.
  6. Section 08521: Aluminum Projected Windows.
  7. Section 10525: Fire and Safety Equipment.
  8. Section 11010: Maintenance Equipment.
  9. Section 11201: Stop Gates.
  10. Section 11214: Vertical Turbine Pumps.
  11. Section 11225: Hydropneumatic System.
  12. Section 11234: Chlorination Equipment.
  13. Section 11302: Sewage Ejectors.
  14. Section 11303: Package Pump Stations.
  15. Section 11314: Vortex Type Pumps.
  16. Section 11316: Plunger Pumps.
  17. Section 11315: Progressive Cavity Pumps.
  18. Section 11320: Grit Removal Equipment.
  19. Section 11331: Bar Screen.
  20. Section 11361: Clarifier Equipment.

21. Section 11365: Lateral Flow Thickener.
22. Section 11373: Aeration Blowers.
23. Section 11374: Aeration Equipment.
24. Section 11400: Kitchen Equipment.
25. Section 11600: Laboratory Equipment and Supplies.
26. Section 12347: Laboratory Casework and Accessories.
27. Section 13620: Monitoring Systems.
28. Section 13980: Solar Heating Systems.
29. Section 14300: Electric Hoists and Trollies.
30. Section 14310: Hand Operated Hoists.
31. Section 15100: Valves,Cocks and Appurtenances.
32. Section 15139: Seal Water Units.
33. Section 15150: Compressors.
34. Section 15661: Air Cooled Condensing Units.
35. Section 15699: Refrigeration Specialties.
36. Section 15750: Coils.
37. Section 15763: Air Handling Units with Coils.
38. Section 15764: Terminal Units.
39. Section 15820: Air Distribution Equipment.
40. Section 15880: Air Treatment Equipment.
41. Section 15900: Controls and Instrumentation.
42. Section 16142: Incandescent Dimmers.
43. Section 16150: Motors and Motor Controls.
44. Section 16160: Panel Boards.
45. Section 16172: Dry Type Transformers.
46. Section 16205: Package Engine Generator Set.
47. Section 16741: Telephone System.
48. Section 16900: Instrumentation System.
49. Section 16913: Mechanical Equipment Controls.
50. Section 16920: Motor Control Centers.
51. Section 16921: Miscellaneous Mechanical Equipment.
52. Other items as may be individually specified within the sections.

#### 1.08 SUBMITTAL SCHEDULE

- A. Submit specified number of copies of approved data in final form prior to 50 percent completion of project.
- B. Changes and Corrections to approved data due to construction adjustments shall be submitted prior to substantial completion of the project.

#### 1.09 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, provide Factory Representative to fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and Maintenance Manual shall constitute the basis of instruction.
  - 1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

END OF SECTION

## SECTION 03300

### CONCRETE

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. This section covers all work necessary for providing, testing and placing ready mix concrete.
- B. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements which apply to the Work specified herein and are mandatory for this project.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

Not Used.

##### 1.03 REFERENCE STANDARDS, CODES AND SPECIFICATIONS

- A. ACI 214 "Recommended Practice for Evaluation of Compressive Test Results of Field Concrete".
- B. ACI 318 "Building Code Requirement for Reinforced Concrete".
- C. ASTM C31 "Standard Method for Making and Curing Concrete Compressive and Flexure Test Specimens in the Field".
- D. ASTM C33 "Standard Specification for Concrete Aggregates".
- E. ASTM C94 "Standard Specification for Ready-Mix Concrete".

##### 1.04 SUBMITTALS

- A. Submittals shall be in accordance with Section 01300 - Submittals and shall include the following:
  - 1. Concrete mix designs and trial mix laboratory reports.
  - 2. Manufacturer's certification of admixtures.
  - 3. Contractor's schedule and sequence of placement.
  - 4. All Test Results.
  - 5. Drawings showing locations of construction joints.

##### 1.05 QUALITY ASSURANCE

- A. Submit certificates of mill reports on all foreign cements for review by ENGINEER before batching concrete.
- B. Secure the services of a reputable manufacturer for counseling regarding the use of any specified admixture.
- C. The ENGINEER shall have access to and have the right to inspect all batch plants, cement mills, and supply facilities of suppliers, manufacturers, subcontractors, and contractors providing products included in these Specifications. Batch plants shall have current certification that all weighing scales have been tested and are within the tolerances as set forth in the National Bureau of Standards Handbook No. 44.

#### 1.06 CERTIFICATION

- A. Submit batch delivery tickets to the ENGINEER in compliance with and in accordance to ASTM C94.

#### 1.07 TESTING

- A. Performed by an acceptable Engineering Laboratory at OWNER's expense. CONTRACTOR shall assist in the collection of samples. Any retests shall be at CONTRACTOR's expense within the Scope of the Contract.
- B. Criteria:
  - 1. Each test: not less than 5 cylinders; retain one after 28 days.
  - 2. One test for every 50 consecutive cubic yards of concrete cast.
  - 3. Furnish ENGINEER with 4 certified copies of tests made of 2 prior to form removal, 2 at 28 days and 1 hold.
- C. Questionable strength of in-place concrete:
  - 1. Additional tests may be ordered by the ENGINEER.
  - 2. Execute the core tests in accordance with ASTM C42 procedure.
  - 3. Costs of additional tests showing strength of in-place concrete conforming to design criteria are the responsibility of the OWNER.
  - 4. Costs of additional tests showing noncompliance with the design criteria are the responsibility of the CONTRACTOR.
  - 5. Additional items at CONTRACTOR's expense:
    - a. Provide load tests as directed by the ENGINEER.
    - b. Reinforce structure as directed or remove and replace all under strength concrete structure in place.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

#### **A. Cement**

1. Portland cement Type I or Type II conforming to ASTM C 150. In addition, the tricalcium aluminate content of Type I cement shall not exceed 12 percent.

2. Type I or Type II cement, at the Contractor's option, may be used for nonhydraulic structures.

3. Type II cement or Type I cement, in combination with pozzolan (fly ash) as hereinafter specified, shall be used for all hydraulic structures and sanitary sewers.

#### **B. Water: potable, salt free.**

#### **C. Fine Aggregate: salt free and clean, conforming to ASTM C33.**

#### **D. Coarse Aggregate: salt free and clean, conforming to ASTM C33, maximum size 3/4-inch.**

#### **E. All aggregates: quarried/mined in fresh water only.**

### **2.02 MIXES**

#### **A. Fillets, thrust blocks, sidewalks, curbs and miscellaneous slabs on grade.**

1. 28 day compressive strength: 3000 p.s.i.

2. Admixture: As required below, use only specified product.

3. Slump: 5 inches,  $\pm$  1 inch.

4. Air content (ASTM C 231): 4 to 6 percent.

#### **B. Structural and precast concrete:**

1. 28 day compressive strength: 4000 p.s.i., minimum, or as illustrated on the Drawings.

a. Strengths noted on the Drawings take precedence over herein specified amounts.

2. Water-cement ratio: w/c  $\leq$  0.4.

3. Slump: 5 inches,  $\pm$  1 inch.

4. Air Content (ASTM C231): 4 to 6 percent.

5. Admixture: As required below, use only specified products.

#### **C. Pavement:**

1. 28 day compressive strength: 3000 p.s.i.

2. Water-cement ratio: w/c £ 0.4.
3. Slump: 5 inches, ± 1 inch.
4. Air Content (ASTM C231): 4 to 6 percent
5. Admixture: As required below, use only specified products.

D. Flowable Fill

1. Cement: 50 to 100 lbs/Cy.
2. Pozzolan (Flyash): 0 to 600 lbs/Cy.
3. Fine Aggregate: 2750 lb/Cy.
4. Water: 500 lbs/Cy. (Maximum)

## 2.03 ADMIXTURES

A. Air-Entraining

1. Provide air-entraining admixture in all concrete. Admixture shall conform to ASTM C 260, except it shall be nontoxic after 30 days and shall contain no chlorides. Furnish manufacturer's compliance statement for these requirements.

B. Water-Reducing

1. All concrete shall contain a water-reducing admixture. The admixture shall conform to ASTM C 494, Type A or Type D, except it shall contain no chlorides, shall be nontoxic after 30 days, and shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations. Furnish a compliance statement that the admixture used satisfies all requirements of this Specification.

C. Pozzolan (Fly-Ash)

1. The pozzolan to be used in combination with Type I cement, as previously F fly ash conforming to ASTM C 618 and furnish test data confirming that the fly ash in combination with the cement to be used meets all strength requirements, is compatible with air-entraining agents and other additives, and provides increased sulfate resistance equivalent to or better than Type II cement.

**2.04 BONDING AGENT**

- A. Product shall be recommended by manufacturer as suitable to meet job requirements with regard to surface, pot life, set time, vertical or horizontal application, forming restrictions, etc. Furnish manufacturer's specific instructions for this job application, and obtain ENGINEER's review prior to purchase.
- B. Bonding agent shall be Sikastix 370 as manufactured by Sika Corporation, or equal.

**2.05 EVAPORATION RETARDANT**

- A. Evaporation retardant shall be used where specified to retard rapid evaporation of bleeding water from exposed concrete. The evaporation retardant may be used with or without fluorescent color tint which shall disappear completely upon drying. It shall be sprayed onto the surface of fresh concrete immediately after screeding to react with surface moisture and shall be reapplied after smoothing the surface with a bull float to ensure a continuous, compacted monomolecular layer. The evaporation retardant shall be CONFILM, as manufactured by Master Builders, Inc., or equal.

**2.06 CURING COMPOUNDS**

- A. Normal placement without special finish; approved products:
  1. Master Builders Company: "Masterseal".
  2. Sonneborn-Contech: "Kure-N'Seal".

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Place no concrete until all reinforcing steel, pipes, inserts, sleeves, conduits, etc., have been set in place and reviewed by the ENGINEER. Notify the ENGINEER of scheduled pours 24 hours prior to placement.

**3.02 PLACING**

- A. Placement shall conform to the requirements and recommendations of ACI 304 and ACI 318, except as modified herein.
- B. Place concrete as soon as possible after leaving mixer, without segregation or loss of ingredients, without splashing forms or steel above, and in layers not over 1.5 feet deep. The vertical free fall drop to final placement shall not exceed that hereinafter specified.
- C. Place concrete expeditiously in clean forms that are not hot to the touch; spray forms with water just prior to placing concrete. Before placing concrete directly against earth, install vapor barrier to prevent water absorption, secure reinforcement in position, inspect, and approve before placing concrete. Do not rest runways for transporting concrete on the reinforcing steel. Deposit concrete as nearly as practical in final position; and, do not allow concrete to drop freely more than 5 feet. Place all concrete during daylight, unless otherwise authorized. Where reinforcing steel above the top of the cast is coated with concrete while placing below, remove all concrete from such reinforcing steel after the placing is complete and prior to the next cast.
- D. Place slabs-on-grade carefully to avoid damages to the vapor barrier.
- E. When placing concrete, use of aluminum pipe or other aluminum conveying devices will not be permitted.
- F. Before depositing concrete, remove debris from the space to be occupied by the concrete. Prior to placement of concrete, dampen gravel fill under slabs on ground, dampen sand where vapor barrier is specified, and dampen all wood forms. Reinforcement shall be secured in position and acceptable to the ENGINEER before concrete is placed. Conform to ACI 304 and ACI 318 and to other requirements needed to obtain the finishes specified.

### **3.03 PUMPING CONCRETE**

- A. Pumping of concrete will be permitted with the ENGINEER's approval. If, in the ENGINEER's opinion, the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.
- B. Minimum Pumping Equipment Requirements
  - 1. The CONTRACTOR shall have a standby pump, conveyor system, crane and concrete bucket, or other system acceptable to the ENGINEER, on the site during pumping, in order to provide adequate redundancy to assure completion of the concrete placement without cold joints in the event of breakdown of the primary placing equipment.
  - 2. The minimum diameter of the hose (conduit) shall be 4 inches.

3. Pumping equipment and hoses (conduits) that, in the opinion of the ENGINEER, are not functioning properly, shall be replaced.
  4. Aluminum conduits for conveying the concrete shall not be used.
- C. Pumped concrete field quality control samples for slump, test cylinders and shrinkage specimens will be taken at the placement (discharge) end of the line.

### **3.04 REMOVAL OF WATER**

- A. Unless the tremie method for placing concrete is specified, remove all water from the space to be occupied by the concrete.

### **3.05 CONSOLIDATION**

- A. Consolidate concrete in layers by internal vibrating equipment, supplemented by hand rodding and tamping as required. Do not use vibrators to move the concrete laterally inside the forms.
- B. Maintain internal vibrators at speed of at least 5000 impulses per minute when submerged in concrete. Maintain at least 1 spare vibrator in working condition at site at all times.
- C. Limit duration of vibration to time necessary to produce satisfactory consolidation without causing segregation. In no case more than 15 seconds per square foot of exposed surface. Move the vibrator constantly and place in each specific spot only once.

### **3.06 PLACING CONCRETE IN HOT WEATHER**

- A. Prepare concrete aggregates, mixing water, and other ingredients; place concrete; cure; and protect in accordance with the requirements of ACI 305. Provide special admixtures and special curing methods required by other paragraphs in this section even though not required by ACI 305 and ACI 318. Water-reducing and/or set-retarding admixtures shall be used in such quantities as recommended by the manufacturer to assure that the concrete is workable, and placement lift lines will not be visible in the architectural concrete finishes.
- B. Every effort shall be made to maintain a concrete temperature below 90 degrees F at time of placement. Ingredients may be cooled before mixing to prevent excessive concrete temperature.
- C. Provisions may be made for windbreaks, shading, fog spraying, sprinkling or wet cover, when necessary.
- D. Apply evaporation retardant as herein specified and in strict conformance with manufacturer's written instructions.

### **3.07 PLACING CONCRETE IN COLD WEATHER**

- A. Do not place concrete when the ambient temperature is below 40 degrees F, or approaching 40 degrees F and falling, without special protection as approved by the ENGINEER. No concrete shall be placed against frozen earth or ice, or against forms and reinforcement with frost or ice present.

### **3.08 JOINTS**

- A. Construction joints:
  - 1. Locate as illustrated on the Drawings and as reviewed by the ENGINEER for slabs.
  - 2. Key joints.
- B. Construction joints shall be as specified in Section 03251 - Expansion and Construction Joints.

### **3.09 BONDING TO OLD CONCRETE**

- A. Coat the contact surfaces with bond agent specified hereinbefore. The method of preparation and application of the bonding agent shall conform to the manufacturer's printed instructions and recommendations for specific application for this project. Obtain this recommendation in writing from the manufacturer's representative.

### **3.10 CURING**

- A. Begin curing of concrete as soon as practicable after placing, but not more than 3 hours thereafter.
- B. Continue curing of the structural elements immediately after removal of forms.
- C. Apply curing compounds as specified.
- D. Water curing methods are preferred for all water retaining structures in lieu of application of curing compounds.

Cure concrete by keeping the surface continuously wet for 7 days where normal Portland cement is used, or 3 days where high-early strength Type III cement is used. Subject to approval by the ENGINEER, one of the following methods shall be followed:

#### **WALLS**

- 1. Concrete forms shall be left in place and kept sufficiently damp at all times to prevent opening of the joints and drying of the concrete.
- 2. Exposed surfaces shall be continuously sprinkled.

## **SLABS AND CURBS**

1. Protect surface by ponding; or
2. Cover with burlap or cotton mats kept continuously wet; or
3. Cover with 1-inch layer of wet sand, earth, or sawdust, and keep continuously wet; or
4. Continuously sprinkle the exposed surface; or
5. Spray surface with curing compound and when hard enough to sustain foot traffic on same day as pour, lay sprinkler hoses and cover with Visqueen sheets. Keep enough water from sprinkler hoses to keep surface of slab under Visqueen wet for full cure period; or
6. Other agreed upon method that will insure that moisture is present and uniform at all times on the entire surface of the slab.

### **3.11 PATCHING**

- A. Immediately after stripping forms, patch all defective areas with non-shrink non-metallic grout. Grout after curing shall match color of adjacent concrete. Patch defects as specified below or as designated by the ENGINEER. Clean, dampen, and fill all the holes with patching mortar.
  1. Major defective areas, as judged by the ENGINEER, including those resulting from the leakage of forms, excessive honeycombs, large bulges, and large offsets at form joints: chip away to a depth of at least 1/4 inch; and, the surfaces that are to be patched coat with an epoxy-polysulfide adhesive. Press non-shrink, non-metallic grout in for a complete bond and finish to match adjacent areas.
  2. Minor defective areas, as judged by the ENGINEER, including honeycombs, air bubbles, holes resulting from removal of ties and those resulting from leakage of forms: patch with non-shrink grout without resorting to chipping. Minor bulges and offsets at form joints: finish as specified herein below.

### **3.12 CONCRETE WALL FINISHES**

#### **A. Type W-1**

1. All snap-tie holes shall be filled with non-shrink, non-metallic grout. All projections shall be **KNOCKED OFF**. Also all honeycomb areas and rock pockets shall be patched. Small air holes do not require patching.

## B. Type W-2

1. All snap-tie holes shall be plugged with non-shrink, non-metallic color matched grout that has been approved by ENGINEER. GRIND OFF projections, fins, and rough spots. Repair all other defects such as honeycomb areas, rock pockets, and rough spots which are a result of form release agent failure or other reasons with color matched non-shrink grout.

## C. Type W-3

1. All snap-tie holes shall be plugged with non-shrink, non-metallic grout that has been approved by ENGINEER. GRIND OFF all projections, fins, and rough spots. Repair all defects as per type W-3. Apply a cementitious coating per Section 09900 - Protective Coatings or stucco per Section 09200 - Lath and Plaster as scheduled on the Drawings, or as specified in other sections.

### 3.13 CONCRETE SLAB FINISHES

#### A. General

1. The excessive use of "jitterbugs" or other special tools designed for the purpose of forcing the coarse aggregate away from the surface and allowing a layer of mortar to accumulate will not be permitted on any slab finish. The dusting of surfaces with dry materials will not be permitted. Slabs and floors shall be thoroughly completed by vibration. All edges of slabs and tops of walls shall be rounded off with a steel edging tool, except where a chamfered edge is indicated on the Drawings. Steel edging tool radius shall be 1/4-inch for all slabs subject to wheeled traffic.

#### B. Type S-1 (Steel Troweled Finish)

1. Finish by screeding and floating with straightedges to bring the surfaces to the required finish elevation shown on the Drawings. While the concrete is still green, but sufficiently hardened to bear a person's weight without deep imprint, it shall be wood floated to a true, even plane with no coarse aggregate visible. Sufficient pressure shall be used on the wood floats to bring moisture to the surface. After surface moisture has disappeared, the concrete shall be hand troweled to produce a smooth, impervious surface, free from trowel marks. An additional troweling shall be given the surface for the purpose of burnishing. The final troweling shall produce a ringing sound from the trowel. Dry cement or additional water shall not be used in troweling, nor will excessive troweling be permitted.
2. The slab finish tolerances and slope tolerances and/or repairs shall be as hereinbefore specified. Floor flatness measurements will be made the day after a concrete floor is finished and before the shoring is removed, in order to eliminate any effects of shrinkage, curling, and deflection. The 10-foot long straightedge shall be supported

at each end with steel gauge blocks whose thickness are equal to specified tolerance. Floor surface shall not have crowns so high as to prevent 10-foot straightedge from resting on these two end blocks, nor low spots so low that a third block of twice the tolerance in thickness can easily pass under the supported 10-foot straightedge.

3. Compliance with the designated limits in four of five consecutive measurements should generally be satisfactory unless obvious faults are observed. A check for adequate slope and drainage will also be made to confirm compliance with these specifications.

#### C. Type S-2 (Wood float Finish)

1. Slabs to receive fill and mortar setting beds shall be finished by screeding with straightedges to bring the surface to the required finish plane. Slab shall be wood floated to compact and seal surface. All laitance shall be removed and the surface left clean. Subject to approval of the ENGINEER, an acceptable aggregate revealing material may be used and laitance washed off when concrete has set.

#### D. Type S-3 (Underside of Elevated Slab)

1. When forming is removed, the underside of slab shall have all projection ground off, all rock pockets and honeycomb area defects repaired.

#### E. Type S-4 (Exterior Broomed Finish)

1. Finish concrete as specified for Type S-1 floor finish above, except the final troweling shall be omitted and the surface shall be finished by drawing a fine-hair broom lightly across the surface. All brooming shall be in the same direction and parallel to expansion joints, or, in the case of inclined slabs, perpendicular to the slope, except for a round roof slab, broom surface in radial direction.

#### F. Type S-6 (Power Machine Finish)

1. In lieu of hand finishing, the CONTRACTOR may use an approved power machine for finishing concrete floors and slabs in accordance with the directions of the machine manufacturer and as approved by the ENGINEER. The use of a power machine will not be allowed when the concrete has not attained the necessary set to allow finishing without introducing high and low spots in the slab. The first steel troweling for slab Type S-1 finish should be done by hand.

### **3.14 BEAM AND COLUMN FINISHES**

#### A. Type B-1

1. Knock off all fins and projections. Repair all rock pockets and honeycomb areas.

B. Type B-2

1. Beams shall be ground to remove all form marks. Repair all rock pockets.

C. Type B-3

1. Beams shall be ground to remove all form marks. Repair all rock pockets. Fill all air voids. Apply finishes as scheduled on the drawings.

D. Type C-1

1. Knock off all fins and projections. Repair all rock pockets and honeycomb areas.

E. Type C-2

1. Column shall be ground to remove all form marks. Repair all rock pockets.

F. Type C-3

1. Column shall be ground to remove all form marks. Repair all rock pockets. Fill all air pockets. Apply finishes as scheduled on the drawings.

**3.15 FIELD QUALITY CONTROL**

- A. Only ready mixed concrete in accordance with ASTM C94 will be accepted.
- B. Place all concrete within 1-1/2 hours after introduction of water to mix.
- C. Under no circumstances may additional water be added to mix.
- D. Discard unused concrete older than 1-1/2 hours. Retempering is prohibited.

END OF SECTION

## **SECTION 03600**

### **GROUT**

#### **PART 1 GENERAL**

##### **1.01 WORK INCLUDED**

- A. Furnish all materials for grout in accordance with the provisions of this Section and form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, all in accordance with the requirements of the Contract Documents.
- B. The following types of grout shall be covered in this Section:
  - 1. Non-Shrink Grout: This type of grout shall be used to seal abandoned pipe and other penetrations of existing and new sanitary structures.
  - 2. Cement Grout: This type of grout to be used for pump station inverts.
  - 3. Epoxy Grout: This type of grout to be used for setting anchor bolts and other mechanical features as required.
- C. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, replacement and service.

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

- A. Section 03300 - Concrete.

##### **1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- A. Specifications, codes, and standards shall be as specified in Section 03300 - Concrete and as referred to herein.
- B. Additional Commercial Standards:
  - CRD-C 621-82B                      Corps of Engineers Specifications for Non-shrink grout.
  - ASTM C 109-80                      Standard test methods for compressive strength of hydraulic cement mortars (using 2-in or 50-mm cube specimens).
  - ASTM C 531-81                      Test method for linear shrinkage and coefficient of thermal expansion of chemical-resistant mortars, grouts and monolithic surfacings.

ASTM C 579-82 Test methods for compressive strength of chemical-resistant mortars and monolithic surfacings.

ASTM C 827-82 Standard test method for early volume change of cementitious mixtures.

ASTM C 696-79 Test method for coefficient of linear thermal expansion of plastics.

## **1.04 SUBMITTALS**

- A. Submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's handling, placement and appropriate uses for each type of non-shrink and epoxy grout used in the Work.

## **PART 2 PRODUCTS**

### **2.01 CEMENT GROUT**

- A. Cement Grout: Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.
- B. Cement grout materials shall be as specified in Section 03300 - Concrete.

### **2.02 PREPACKAGED GROUTS**

- A. Non-Shrink Grout

- 1. Non-shrink grout shall be a prepackaged, inorganic, non-gasliberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.
- 2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C-827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.
- 3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.
- 4. Application
  - a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the Contract Documents; except for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.

- b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.

#### B. Epoxy Grout

1. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any nonreactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.
2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.
4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-inch diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.
6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 degree F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of  $30 \times 10^{-6}$  inches/inch/degree F when tested according to ASTM C 531 or ASTM D 696.
7. Application: Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout and for all other applications required in the Contract Documents.

### **1.03 CURING MATERIALS**

- A. Curing materials shall be as specified in the Section entitled, 03300 - Concrete, for cement grout and as recommended by the manufacturer of prepackaged grouts.

#### **1.04 CONSISTENCY**

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

## **1.05 MEASUREMENT OF INGREDIENTS**

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement will not be allowed.
- B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03300 - Concrete. The finish of the grout surface shall match that of the adjacent concrete.
- B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request.
- C. All mixing, surface preparation, handling, placing, consolidation and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

## **1.02 CONSOLIDATION**

- A. Grout shall be placed in such a manner for the consistency necessary for each application so as to assure that the space to be grouted is completely filled.

END OF SECTION

APPENDIX E, SCHEDULE OF BID PRICES

Bidder will complete the Work for the following prices:

**SCHEDULE OF BID PRICES**

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
Veteran's Park, Delray Beach Florida						
<b>GENERAL CONDITIONS</b>						
1	MOBILIZATION / DEMOBILIZATION	LS	1	Dollars	\$	\$
				Cents		
2	DEMOLITION AND REMOVAL OF EXISTING MARGINAL DOCKS AND ELEVATED CONCRETE PAD	LS	1	Dollars	\$	\$
				Cents		
3	REINFORCED CONCRETE CAP	LS	1	Dollars	\$	\$
				Cents		
4	REINFORCED CONCRETE RAMP (2)	LS	1	Dollars	\$	\$
				Cents		

APPENDIX E, SCHEDULE OF BID PRICES

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
Veteran's Park, Delray Beach Florida						
5	MARGINAL DOCKS (2)	LS	1	Dollars	\$	\$
				Cents		
6	ALUMINUM HANDRAILS	LS	1	Dollars	\$	\$
				Cents		
7	AS BUILT RECORD DRAWINGS	LS	1	Dollars	\$	\$
				Cents		
8	VIDEO ALLOWANCE	LS	1	Two Thousand Dollars	\$ 2,000.00	\$ 2,000.00
				No Cents		

APPENDIX E, SCHEDULE OF BID PRICES

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
	Veteran's Park, Delray Beach Florida					
9	UNFORSEEN CONDITION ALLOWANCE	LS	1	Twenty Thousand Dollars No Cents	\$ 20,000.00	\$ 20,000.00
10	INDEMNIFICATION	LS	1	Ten Dollars No Cents	\$ 10.00	\$ 10.00
11	PROJECT IDENTIFACATION SIGN	EA	3	Dollars Cents	\$	\$
12	NPDES PERMIT / EROSION CONTROL	LS	1	Dollars Cents	\$	\$
TOTAL EVALUATED BASE BID BID ITEMS 1 through 12 (in numbers)						\$ 22,010.00
				Dollars		
				Cents		

APPENDIX E, SCHEDULE OF BID PRICES

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
----------	-------------	------	-----------	-----------------------	------------	----------------------

Veteran's Park, Delray Beach Florida

**Note: The City reservse the right to award all or portions of the bid amount.  
 (Amounts are to be shown in both words and figures. In case of discrepancies, the amount shown in words will govern for each unit price.  
 Unit price shall prevail over extended total price for bid items based upon unit price.)**

