



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING DEPARTMENT

INVITATION TO BID CONSTRUCTION

ITBC NO.: 2018-025

TITLE: VENETIAN DRIVE AND GLEASON STREET INTERSECTION IMPROVEMENTS (913-27)
PROJECT NO. 14-008

DUE DATE AND TIME: April 5, 2018 AT 2:00 PM

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time). All Bids will be publicly opened at City Hall, unless otherwise specified.

Submission of Bids electronically will be through a secure mailbox at BidSync (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 electronic Bid submission is complete prior to the solicitation Due Date and Time. Electronic submission of bids will require the uploading of forms and/or attachments as designated in this ITBC. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.

Bids submitted in hard copy format must be delivered to the City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. Hard copy Bid packages shall have the following information clearly marked on the face of the sealed package: Bidder's name, return address, ITBC number, Due Date for submission of Bids, and the title of the Bid. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary form and one (1) electronic version of the Bid on a compact disc (CD) or a Universal Serial Bus (USB) drive in a usable PDF format.

If the Solicitation Summary form is not included, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: (a) BidSync – www.bidsync.com; (b) Purchasing webpage on the City of Delray Beach [website](#); (c) Request via email purchasing@mydelraybeach.com; or (d) City Hall via hard copies.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid Construction package may be incomplete. The City may not evaluate incomplete Bid packages. BidSync is an independent entity and is not an agent or representative of the City. Communications to any independent entities does not constitute communications to the City. The City is not responsible for errors and omissions occurring in



the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hard copy documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Purchasing Department at purchasing@mydelraybeach.com or through the "Question" feature on www.bidsync.com. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on March 26, 2018 at 5:00 P.M. local time.



**The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444**

LEGAL ADVERTISEMENT

**INVITATION TO BID CONSTRUCTION NO. 2018-025
PROJECT NO. 14-008
VENETIAN DRIVE AND GLEASON STREET INTERSECTION IMPROVEMENTS**

The City of Delray Beach is seeking Bids from qualified Bidders to construct intersection improvements, including but not limited to integral colored and stamped concrete and pedestrian crosswalks, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid Construction. Contractor is responsible for all permitting requirements.

Invitation to Bid Construction documents are available beginning March 5, 2018 on the Purchasing webpage on the City of Delray Beach [website](#); on the BidSync website – www.bidsync.com; via email request to purchasing@mydelraybeach.com; and via hard copy at City Hall.

Submission of Bids electronically will be through a secure mailbox at BidSync (www.bidsync.com) until the Deadline for Submission as indicated in this ITBC. Bids submitted in hard copy format must be clearly marked “INVITATION TO BID CONSTRUCTION NO. 2018-025, VENETIAN DRIVE AND GLEASON STREET INTERSECTION IMPROVEMENTS” and delivered to the City of Delray Beach City Hall front lobby reception desk, 100 NW 1st Ave., Delray Beach, Florida 33444. The Deadline for Submission of Bids is April 5, 2018 at 2:00 PM local time. At that time, the Bids will be publicly opened and read aloud at City Hall. Late Bids will not be accepted and will be returned to the sender unopened.

The City will hold a Pre-Bid Conference on March 14, 2018 at the Swinton Operations Complex (SOC – formerly known as Environmental Services), City of Delray Beach, starting promptly at 2:30 PM local time. Attendance is recommended, but not mandatory.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of work must be submitted in writing via email to purchasing@mydelraybeach.com or by using the “Question” feature on www.bidsync.com.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

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SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a. Bid: any offer(s) submitted in response to an Invitation to Bid Construction.
- b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid Construction.
- c. Bid Solicitation or Invitation to Bid Construction: this Solicitation documentation, including any and all addenda.
- d. Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Invitation to Bid Construction, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.
- g. Contractor: awarded bidder or Bidder who is awarded a contract to provide goods or services to the City.
- h. Invitation to Bid Construction: formal request for Bids from qualified Bidders.
- i. Purchasing Department: Purchasing Department of the City of Delray Beach, Florida.
- j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid Construction, and the integrity and reliability that will assure good-faith performance.
- k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid Construction.

1.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Council members.

1.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The

1.4

Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

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LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

CONFLICTS WITHIN THE BID SOLICITATION

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

PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be

due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

1.9 **DISCOUNTS (PROMPT PAYMENTS)**
The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

1.10 **PREPARATION OF BIDS**

- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.11 **CANCELLATION OF BID SOLICITATION**
The City of Delray Beach reserves the right to cancel, in whole or in part, any Invitation to Bid Construction when it is in the best interest of the City.

1.12 **AWARD OF CONTRACT**

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- g. The Purchasing Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

1.13 **CONTRACT EXTENSION**
The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

1.14 **WARRANTY**
All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 **ESTIMATED QUANTITIES**
Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.16 **NON-EXCLUSIVITY**
It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

1.17 **CONTINUATION OF WORK**
Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the awarded bidder, continue until completion at the same prices, terms, and conditions.

1.18 **BID PROTEST**
A recommendation for contract award or rejection of award may be protested by a Bidder. The Bidder may file a written protest with the City Clerk's office. The Bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 AM and 5:00 PM, excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Bid number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.19 **LAWS AND REGULATIONS**
The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.20 **LICENSES, PERMITS AND FEES**
The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

1.21 **SUBCONTRACTING**
Unless otherwise specified in this Bid Solicitation, the awarded bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.22 **ASSIGNMENT**
The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

1.23 **SHIPPING TERMS**
Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.24 **RESPONSIBILITIES AS EMPLOYER**
The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

1.25 **INDEMNIFICATION**
The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense,

which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

1.26 COLLUSION
A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.27 MODIFICATION OF CONTRACT
The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.28 TERMINATION FOR CONVENIENCE
The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid Construction (ITBC) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

1.29 TERMINATION FOR DEFAULT
The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the awarded Bidder. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.30 FRAUD AND MISREPRESENTATION
Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 ACCESS AND AUDIT OF RECORDS
The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.32 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 County programs, contracts, transactions, accounts and records. The Inspector

General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

1.33 **PRE-AWARD INSPECTION**
The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.34 **PROPRIETARY AND/OR CONFIDENTIAL INFORMATION**
Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.35 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the

1.36 Bidder and reasonable assurances that IIHI/PHI will be held confidential;

- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.37 **ADDITIONAL FEES AND SURCHARGES**
Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.38 **COMPLIANCE WITH FEDERAL STANDARDS**
All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.39 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**
If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

1.40 **BINDING EFFECT**
All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

1.41 **SEVERABILITY**
The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is

	<p>specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.</p>	
1.41	<p>GOVERNING LAW AND VENUE This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.</p>	1.46
1.42	<p>ATTORNEY'S FEES It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.</p>	1.47
1.43	<p>EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.</p> <p>During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.</p> <p>The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.</p>	1.48
1.44	<p>AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.</p>	1.49
1.45	<p>CRIMINAL HISTORY BACKGROUND CHECKS Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal</p>	1.50

background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

MINIMUM WAGE REQUIREMENTS

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City

will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.	1.55	FAILURE TO DELIVER OR COMPLETE WORK Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another vendor.
The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.	1.56	CORRECTING DEFECTS The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.
1.51 CONFLICTS OF INTEREST All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid Construction and may be grounds for further disqualification from participating in any future Bids with the City.	1.57	ACCIDENT PREVENTION AND BARRICADES Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.
1.52 PUBLIC ENTITY CRIMES As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.	1.58	OMISSIONS IN SPECIFICATIONS The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.
1.53 OTHER GOVERNMENTAL AGENCIES If a Bidder is awarded a contract as a result of this ITBC, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.	1.59	MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the
1.54 COMPLETION OF WORK AND DELIVERY All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.		

	<p>City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.</p>	
1.60	<p>TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS</p> <p>The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.</p> <p>Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.</p>	
1.61	<p>TAXES</p> <p>The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.</p>	1.65
1.62	<p>BIDDER'S COSTS</p> <p>The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid Construction.</p>	
1.63	<p>SUBSTITUTION OF PERSONNEL</p> <p>It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.</p>	
1.64	<p>FORCE MAJEURE</p> <p>The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:</p>	
		<ul style="list-style-type: none">a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.d. The non-performing party uses its best efforts to remedy its inability to perform. <p>Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.</p>
		<p>NOTICES</p> <p>Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 PM or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.</p> <p>Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the awarded bidder and the City of Delray Beach.</p>
		<p>POOL CONTRACTS</p> <p>During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid Construction.</p>

1.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is

specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

END OF SECTION 1

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for the construction of intersection improvements, including but not limited to integral colored and stamped concrete and pedestrian crosswalks, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid Construction.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE AND SITE VISIT

The City will hold a Non-Mandatory Pre-Bid Conference on March 14, 2018, starting promptly at 2:30 PM at the Swinton Operations Complex (formerly known as Environmental Services), 434 S. Swinton Avenue, Delray Beach, FL 33444. The City will not conduct a site visit for this solicitation.

Potential Bidders should bring a copy of this Solicitation with them to the Pre-Bid Conference. Bidders will be allowed to ask questions and obtain information on important aspects of this Solicitation.

The purpose of the Pre-Bid Conference is to provide and obtain information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the performance of work. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Solicitation package. The failure or neglect of the Bidder to examine the Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid or the requirements of the Contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant Contract.

If you need a sign language interpreter or materials in accessible format for this event, please contact the Purchasing Department at purchasing@mydelraybeach.com or by phone at 561.243.7129 at least five (5) days in advance of the conference.

2.4 AGREEMENT PERIOD

The Contract shall commence upon the date of the duly executed Agreement and shall remain in effect until such time as the construction services acquired in conjunction with this solicitation have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.5 OPTIONS TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD: LOWEST PRICE

The City will award this contract to the responsive and responsible Bidder who submits the lowest price to perform the work, based on the options (alternates) selected by the City.

2.7 PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the work, except for any change orders or variations, which must meet the prior approval and authorization of the City.

2.8 PRICE ADJUSTMENTS

Intentionally Omitted

2.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.10 EQUAL PRODUCTS

Intentionally Omitted

2.11 LIQUIDATED DAMAGES

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of amount of 0.16% of the total contract amount for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

2.12 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Purchasing Department and approved by the City's Risk Management Division.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does

not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The awarded Bidder must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 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 which must include:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- d. Builders Risk / Installation Floater – The awarded Bidder shall take out and maintain, as applicable, during the life of this Contract, "all risk" type builders risk insurance satisfactory to the City for the completed value of the Project, which shall protect the awarded Bidder and the City as their interests may appear, for the following hazards to the work, encompassing structures in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said structures, as well as materials and equipment suitably stored at the site and awarded Bidder's construction equipment, materials, and temporary structures:
 - i. Fire and lightning, vandalism, and malicious mischief
 - ii. Extended coverage including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle, and smoke damage
- e. Business Automobile Liability – With minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

City shall be named as an Additional Insured on both the General Liability and Business Automobile Liability policies, on a primary and non-contributory basis, to include additional

insured status on the GL policy for both premises operations and products and completed operations.

If no deductible for insurance is referenced above, the City reserves the right to require such deductibles which shall be determined by the Risk Management Division, but not more than \$25,000 per claim.

The Comprehensive General Liability 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 contractors, products and/or completed operations for contracts, 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.

2.13 PERFORMANCE BOND AND CONSTRUCTION BOND

The Bidder to whom a contingent award is made shall duly execute and deliver to the City a Performance Bond and a Construction Bond, both in an amount equal to 100% of the total contract price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Performance Bond and Construction Bond shall be delivered to the City contemporaneously with contract execution. The bonds shall be substantially in the format of the examples that are a part of this Solicitation.

Both required Bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent Bonds may not be canceled, terminated, or revised unless the City has been provided with thirty (30) days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement is given by both parties that the performance and construction bonds do not limit the liability of the awarded Bidder to the City in the event of a material breach of the contract agreement by the awarded Bidder. The bonds may be used to recover liquidated damages on behalf of the City.

If the awarded Bidder fails to deliver the bonds at the same time as contract execution, the City may declare the awarded Bidder in default of the contractual terms and conditions, and the awarded Bidder shall surrender any bid bond, and the City shall not accept any offers or bids from that Bidder for a twelve (12) month period following such default.

2.14 CERTIFICATIONS

Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the City

may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the City during the evaluation period.

All architects or engineers on this project must possess current Florida professional registrations or licenses for the architectural and engineering services which they intend to provide.

2.15 BID BOND/GUARANTY

Intentionally Omitted

2.16 METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK (PROGRESS PAYMENTS)

The awarded Bidder shall submit an invoice to the City for progress payments for work that has been completed and has been inspected and accepted by the City. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The City will allow progress payments for the work to be performed under this contract. Such progress payments shall be only for work that has been completed and verified by the City.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

2.17 COMPLETION OF WORK FROM DATE OF PURCHASE ORDER

Intentionally Omitted

2.18 WARRANTY REQUIREMENTS: ONE (1) YEAR

In addition to all other warranties that may be supplied by the Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

2.19 ADDITIONAL FACILITIES OR PRODUCTS

Intentionally Omitted

2.20 CATALOGS AND PRICE LISTS

Intentionally Omitted

2.21 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday and dispose of the same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved.

2.22 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

2.23 HOURLY RATE

Intentionally omitted

2.24 MOTOR VEHICLE LICENSE REQUIREMENT

Intentionally Omitted

2.25 PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the City's alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the City the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the City agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.26 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the awarded bidder is required to attend a Pre-Construction Conference with City officials who are designated to represent the City for this project.

2.27 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the awarded Bidder within ten (10) days of receipt of the partial payment from the City. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the City's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate

share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.28 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Bidder fails to identify any and all subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the City.

2.29 CHANGES

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The City may, at any time make changes in the details of the Work. The awarded bidder shall proceed with the performance of any changes in the work so ordered by the City, unless the awarded bidder believes that such changes entitles it to a change in the contract price or time, or both, in which event the awarded bidder shall give the City immediate written notice thereof after the receipt of the ordered change. Thereafter, the awarded bidder shall document the basis for the change in contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instruction from the City.

A change order shall be based upon agreement between the City and the awarded bidder; a construction change directive may or may not be agreed to by the awarded bidder; a field order for a minor change in the work may be issued by the City.

Changes in the work shall be performed under applicable provisions of the contract documents, and the awarded bidder shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

A change order will be prepared and signed by the City and awarded bidder, stating their agreement upon all of the following:

- a. a change in the scope of work;

- b. the amount of the adjustment in the contract price, if any; and
- c. the extent of the adjustment in the contract time, if any.

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. No change order will be accepted or processed with any "reservation of rights" notations or clauses.

2.30 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for paying the awarded Bidder for work which was completed and items delivered and accepted by the City in accordance with the Contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original Contract price, which were incurred by the City, as a result of having to secure the services of another vendor.

2.31 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

2.32 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

2.33 OMISSIONS IN SPECIFICATIONS

The Statement of Work or description of items contained within this Solicitation describes the various work requirements deemed necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the Specifications and/or Statement of Work shall not relieve the awarded Bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

2.34 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be

returned to the awarded Bidder at the awarded Bidder's expense and the Contract cancelled or (2) the City may require the awarded Bidder to replace the materials at the awarded Bidder's expense.

2.35 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder performing under this Contract is required to provide two (2) complete sets of Material Safety Data Sheets to the City for any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a product by product basis.

END OF SECTION 2

SECTION 3

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

3.1 SCOPE

The awarded Bidder shall provide all labor, equipment, materials, and other operations to perform intersection improvements for Venetian Drive and Gleason Street at Atlantic Avenue, per the specifications, plans, drawings and other documents contained in this solicitation. This project will include, but not be limited to constructing pedestrian sidewalks using integral colored and stamped concrete. The City estimates the total cost to construct this project will not exceed \$330,000.

For purposes of this solicitation, references to Owner shall mean the City of Delray Beach (City).

3.2 REQUIREMENTS

- A. Working hours for this project shall be:
 - (a) 7:30 a.m. ET to 5:00 p.m. ET Monday through Friday
 - (b) 7:30 a.m. ET to 5:00 p.m. ET Saturday, if requested and approved by City
- B. Inspections shall be requested two business days in advance. The City will not charge for inspections during regular business hours. Inspections outside of regular business hours are subject to a fee determined by the City.
- C. The awarded Bidder shall be responsible for performing all required site preparation tests, surveys, and studies to prepare the site for the construction of the building shell.

3.3 SPECIFICATIONS, PLANS AND DRAWINGS

Exhibit B, Technical Specifications

Exhibit C, Engineering Plans

Exhibit E, FDOT Plans (permit plans)

3.4 PERMIT FEES

The awarded Bidder shall be responsible for all permit fees associated with the construction of this project, in accordance with Exhibit D.

3.5 PROJECT TIMELINE

The awarded Bidder agrees to complete the work within 90 calendar days after the date when the Contract Time commences (Notice to Proceed date). The City, at its discretion may allow for time extensions for unforeseen and unexpected delays. Work shall be substantially completed within 60 calendar days of the date when the Contract Time commences, and completed within 30 days of the date of substantial completion.

END OF SECTION 3

BID SUBMITTAL

This page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid Construction. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) via electronic submission at www.bidsync.com, or via hard copy at the City of Delray Beach City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. **All Bids will be publicly opened** at City Hall unless otherwise specified.

Each hard copy Bid submitted to the City shall have the following information clearly marked on the face of the envelope: Bidder's name, return address, ITBC number, due date for Bids, and the title of the Bid. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary and one (1) electronic version of the Bid on a compact disc (CD) or a Universal Serial Bus (USB) drive in a usable PDF format. If the Solicitation Summary is not included in the package as a hard copy, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid Construction No.: 2018-025

Title: Venetian Drive and Gleason Street
Intersection Improvements

Due Date and Time: April 5, 2018 @ 2:00 PM local time

Name of Bidder

SECTION 4
PRICING SCHEDULE

4.1 PRICES AND RATES

The Bidder shall indicate on Exhibit A, the firm and fixed prices and rates offered to the City for the work described in this Solicitation, including any Alternates.

4.2 COMPLETION

Bidder agrees that the work will be finally complete within 90 calendar days from the date of Notice to Proceed.

Signature

Date

Printed Name and Title

END OF SECTION 4

SECTION 5

QUALIFICATIONS

a. Minimum Qualifications

- i. Bidder has previously provided satisfactory services for intersection improvements or similar work.
- ii. Bidder holds a Florida General Contractor's license, or an applicable and current Certificate of Competency issued by the Palm Beach County Examining Board.

b. Accompanying Documentation

- i. Submit up to five client references for whom Bidder has provided intersection improvements (or similar work) for, preferably within the past five years. Each client reference should include the following:
 - 1. Organization name
 - 2. Contact name(s)
 - 3. Contact email address(es)
 - 4. Contact Telephone Number(s)
 - 5. Project Address
 - 6. Dates of project (start/end)
 - 7. Types of services provided (brief description)
- ii. Submit a copy of Bidder's Florida General Contractor's license or Certificate of Competency.

c. Preferred Qualifications

- i. Bidder has provided intersection improvements, or similar work, for public entities.

END OF SECTION 5

SECTION 6
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

SECTION 7
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid 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.

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID CONSTRUCTION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, 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 OFFER.

SECTION 8

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

8.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Bid Submittal Signature Page
- b. Acknowledgement of Addenda
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. Sample Performance Bond Format (will be requested from awarded bidder)
- i. Sample Payment Bond Format (will be requested from awarded bidder)
- j. Sample Letter of Credit Format (intentionally omitted)
- k. Bid Bond (intentionally omitted)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's 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 evaluation team members and other key personnel involved in the award of this contract.

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.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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 contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [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 contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
AWARDED 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. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S
OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA
EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He / She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITBC No.: _____ Title: _____

b. He / She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other 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 the City or any person interested in the proposed contract.

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

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

SAMPLE BID BOND

Intentionally omitted

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of awarded bidder)

as Principal, hereinafter called Contractor, and _____
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20_____, entered into Contract No._____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal)

(Seal)

(Witness)

(Title)

(Seal)

(Name of Insurer)

Surety

(Witness)

By:

(Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of awarded bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20_____, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on

this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal)

(Seal)

(Witness)

(Title)

(Name of Insurer)

Surety

(Seal)

(Witness)

By:

(Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

Intentionally omitted

SECTION 9

SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid Construction. This is a sample agreement only and is subject to revisions. **DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 20____ (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid Construction No. 2018-025, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID CONSTRUCTION

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid Construction No. 2018-025 and the Contractor's response to the Invitation to Bid Construction, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid Construction, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid Construction.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
Email:

ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email:

iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the ITBC.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Cary D. Glickstein, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ (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 _____ (type of identification) as identification.

Notary Public – State of _____

SECTION 10
EXHIBITS

- 10.1 EXHIBIT A, Pricing Schedule
- 10.2 EXHIBIT B, Technical Specifications
- 10.3 EXHIBIT C, Engineering Plans
- 10.4 EXHIBIT D, FDOT Agreement
- 10.5 EXHIBIT E, FDOT Plans

END OF SECTION 10

SECTION 11 **SOLICITATION SUMMARY**

**The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444**

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITBC No. 2018-025

Title: VENETIAN DRIVE AND GLEASON STREET INTERSECTION IMPROVEMENTS

Due Date and Time: April 5, 2018 @ 2:00 PM EST

Name of Bidder: _____

Address: _____

Contact Person: _____

Bid Amount: \$ _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY
IN THE SEALED PACKAGE CONTAINING YOUR BID OR SIGNED AND INCLUDED WITH YOUR
SECURE ELECTRONIC BID SUBMITTAL THROUGH WWW.BIDSYNC.COM.**

Article 4. CONTRACT PRICES

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

<u>SCHEDULE OF BID PRICES</u>		UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
ITEM NO.	DESCRIPTION					
GENERAL CONDITIONS						
1	Mobilization and Demobilization (Maximum 5% of sum of Bid Items 2 through 26)	LS	1	Dollars	\$	\$
				Cents		
2	Maintenance of Traffic (FDOT Permit Requirements)	LS	1	Dollars	\$	\$
				Cents		
3	As-Built Record Drawings	LS	1	Dollars	\$	\$
				Cents		
4	Indemnification	LS	1	Ten Dollars No Cents	\$ 10.00	\$ 10.00
5	General Conditions	LS	1	Dollars	\$	\$
				Cents		
6	Bonds and Insurance	LS	1	Dollars	\$	\$
				Cents		
7	NPDES/Erosion Control	LS	1	Dollars	\$	\$
				Cents		
8	Project Identification Sign	EA	1	Dollars	\$	\$
				Cents		
DEMOLITION						
9	Clearing and Grubbing	LS	1	Dollars	\$	\$
				Cents		
ON-SITE ITEMS						
10	4" Edge Drain (Subdrainage System)	LF	200	Dollars	\$	\$
				Cents		
11	Milling and Resurfacing	SY	300	Dollars	\$	\$
				Cents		

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
12	12" Stabilized Subgrade	SY	850	Dollars _____ Cents _____	\$ _____	\$ _____
13	Type F Curb (Concrete Curb and Headers)	LF	125	Dollars _____ Cents _____	\$ _____	\$ _____
14	Architectural Pavers	SY	90	Dollars _____ Cents _____	\$ _____	\$ _____
15	Detectable Warning	SY	90	Dollars _____ Cents _____	\$ _____	\$ _____
16	Stamped Pattern Concrete Pavement	SY	850	Dollars _____ Cents _____	\$ _____	\$ _____
17	4" Dense graded asphalt mix	SY	850	Dollars _____ Cents _____	\$ _____	\$ _____
18	Sediment Barrier (Silt Fence) and inlet protection	LF	750	Dollars _____ Cents _____	\$ _____	\$ _____
SIGNING AND PAVEMENT MARKING						
19	6" W/R, Y/Y RPMS	EA	20	Dollars _____ Cents _____	\$ _____	\$ _____
20	Painted Pavement Markings, Standard 6" White	LF	900	Dollars _____ Cents _____	\$ _____	\$ _____
21	Painted Pavement Markings, Standard 6" Double Yellow	LF	150	Dollars _____ Cents _____	\$ _____	\$ _____
22	Thermoplastic, Standard, White, Solid, 12"	LF	600	Dollars _____ Cents _____	\$ _____	\$ _____
23	Thermoplastic, Standard, White, Solid, 24"	LF	500	Dollars _____ Cents _____	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
LANDSCAPE MISC. ITEMS						
24	Landscape Allowance	LS	1	Ten Thousand Dollars No Cents	\$ 10,000.00	\$ 10,000.00
ALLOWANCES						
25	Professional Video Allowance	LS	1	Two Thousand Dollars No Cents	\$ 2,000.00	\$ 2,000.00
26	Unforeseen Conditions Allowance	LS	1	Thirty Five Thousand Dollars No Cents	\$ 35,000.00	\$ 35,000.00
TOTAL BID AMOUNT BID ITEMS 1 through 26 (in numbers)						
TOTAL BID AMOUNT BID ITEMS 1 through 26 (in words)						
\$ _____						
Dollars _____						
Cents _____						

■ *Technical Specifications*

Project #: 14-008

**City of Delray Beach East Atlantic Avenue
(SR 806) Crosswalk Improvements**

PREPARED FOR:

CITY OF DELRAY BEACH ENGINEERING DEPARTMENT

PREPARED BY:

**KIMLEY-HORN AND ASSOCIATES, INC.
1615 S. CONGRESS AVENUE, SUITE 201
DELRAY BEACH, FL 33445
CA 00000696**

JULY 2017
PROJECT NO. 14-008



Kimley»Horn

**EAST ATLANTIC AVENUE (SR 806)
CROSSWALK IMPROVEMENTS
FOR THE CITY OF DELRAY BEACH
PROJECT NO. 14-008**

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SECTION 01010

SUMMARY OF WORK

PART I - GENERAL

1.1 WORK COVERED BY THESE CONTRACT DOCUMENTS

- A. The work covered by these specifications includes, the furnishing of all labor, equipment, materials, and performing all operations to construct stamped concrete intersections, rework curb ramp pavers, curbing 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, 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.
 - 4. Permits
- C. Comply with all codes, ordinances, rules, regulations, orders, and other legal requirements of the City of Delray Beach.

1.2 STORAGE OF MATERIALS

- A. The Contractor shall furnish suitable storage facilities. 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, vandalism, or other causes. The Engineer will not 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 a manner acceptable to the Engineer before any payment for 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.

1.3 PRESERVATION OF PROPERTY

- A. Preserve from damage all property along the line of the work, or which is near 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.

1.4 CLEAN UP

- A. 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 public and residents near the work.
- B. Remove all temporary structures and equipment used when no longer needed. 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.

1.5 PUBLIC SAFETY AND CONVENIENCE

- A. At all times conduct work as to ensure the least possible obstruction to traffic, or inconvenience to the public and residents near the work. No road or street shall be closed to the public, except with the permission of the Engineer and the jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. The Contractor shall make provisions to ensure public access to sidewalks, 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.

1.6 SAFETY AND OSHA COMPLIANCE

- A. 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. Comply in all respects with the applicable Workman's Compensation Law.

1.7 CONTRACTOR'S USE OF THE 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.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01020

ALLOWANCES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Include in the Contract Sum the allowance stated in the Contract Documents.

1.2 RELATED REQUIREMENTS

- A. Conditions of the Contract.

1.3 SITE CONDITIONS

- A. Include in the Contract, lump sum contingency allowances as follows:
 1. Landscape Allowance: Allow the lump sum of
 2. Professional Video Allowance: Allow the lump sum of
 3. Unforeseen Conditions Allowance: Allow the lump sum of

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION

3.1 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 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

SCHEDULE OF VALUES

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 based on work performed and completed, such work including but not limited to, and 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.
- B. 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.
- C. It is intended that all mobilization, insurance, permit, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the following 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 of services, and no further payment shall be made for remobilization unless all the work is suspended by the Engineer for a period more than three months and through no fault to the Contractor.
- D. 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.

E. 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

3.1 MOBILIZATION – BID ITEM NO.1

A. Payment for mobilization/demobilization, insurance, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the costs of other work under the Contract will be made at the contract lump sum price for the item. No additional payment shall be made for transportation, communications, office maintenance, project signs, and other incidental work, NPDES compliance, inlet cleaning after every storm, linear foot of silt fence, inlet protection at each location (hay bales), or services, and no further payment shall be made for remobilization unless all the work is suspended by the City for a period more than three months and through no fault to the Contractor.

B. The Contract Unit Price shall include compensation for labor, materials, equipment, and all other incidents required to complete this item. Payment item for mobilization shall not exceed five percent (5%) of the contract price.

3.2 MAINTENANCE OF TRAFFIC – BID ITEM NO.2

A. The quantity of traffic control to be considered for payment shall be equivalent to the percentage of the project determined by the City to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project constructed and not on the percent of the contract price completed.

B. Payment for traffic control shall be made based on 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 to provide traffic control in accordance with the specifications.

3.3 AS-BUILT RECORD DRAWINGS – BID ITEM NO.3

- A. Payment for this item shall be made on a Lump Sum Basis. The Contractor's unit price shall include full compensation for the preparation of As-Built Record Drawings for the Project including finished grades and above ground improvements.
- B. Maintain full size (24"x36") field drawings to reflect the "as-built" items of work as the work progresses. Upon completion of the work, prepare a record set of "as-built" drawings on full size which includes one set of design drawings on reproducible material, and two-sets of signed and sealed black line/blueprints, and an electronic file in AutoCAD 2013 or latest version. No payment will be made for "as-built" drawings until both the reproducible and electronic files are received and accepted by the City. Have As-Built Record Drawings prepared by a surveyor licensed in the State of Florida. As-builts shall show all above ground improvements constructed by the project and the locations, sizes, and inverts of underground piping for drainage, water, and sewer, electrical, and irrigation systems. Finished grades shall be provided relative to the benchmark identified on the survey.

3.4 INDEMNIFICATION – BID ITEM NO.4

- A. Payment under this item is included in accordance with article 6.30 of the General Conditions.

3.5 GENERAL CONDITIONS – BID ITEM NO.5

- A. Payment for General Conditions will be made at the contract lump sum price bid for the item. The Contract Unit Price shall include compensation for labor, materials, direct and indirect expenses, equipment and all other incidentals required to complete the Contractor's General Conditions and shall be paid upon percentage of completion.

3.6 BONDS AND INSURANCE – BID ITEM NO.6

- A. Payment for Bonds and Insurances needed to meet all requirements of the Contract will be made at the contract lump sum price bid for the item.
- B. The Contract Unit Price shall include actual costs for Bonds and Insurances. No mark-up permitted. Submit receipt for Bond and Insurance Payment.

3.7 NPDES/EROSION CONTROL – BID ITEM NO.7

- A. The quantity of NPDES Permit/Erosion Control to be considered for payment shall be equivalent to the percentage of the project determined by the Consultant to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not ton the percent of the Contract price completed.
- B. Payment for NPDES Permit/Erosion Control 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 to also provide traffic control in accordance with the specifications.

3.8 PROJECT IDENTIFICATION SIGN – BID ITEM NO.8

- A. Payment for Project Identification Sign as indicated in the Specifications shall be made at the Contractor's unit price for each sign installed and accepted. The Contract Unit Price shall include compensation for labor, material, and equipment required to furnish, install and maintain the Project Identification Sign in accordance with the specifications.

3.9 CLEARING AND GRUBBING – BID ITEM NO.9

- A. Payment for this item shall be made on a Lump Sum basis. The Contractor's unit price shall include full compensation for all Clearing and Grubbing necessary within the Project site and road right of way, and any other required clearing and grubbing, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
- B. Remove and dispose of all bushes, trees, stumps, roots, fill material, debris, and other such protruding objects to a depth of 12 inches, structures, drainage structures, appurtenances, fences, or any other facilities to prepare the area within the Right-of-Way for construction of the proposed improvements. This item shall include the relocation of all mailboxes, removal and reinstallation of all irrigation piping, irrigation heads, walls, signage, fencing, and other such appurtenances that conflict with the proposed improvements or is shown to be relocated.

3.10 4" EDGE DRAIN (SUBDRAINAGE SYSTEMS) – BID ITEM NO.10

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of edge drain installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install the edge drain in accordance with the plans and specifications.

- B. Payment shall be made for edge drain by authorization of the City. Any edge drain that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.11 MILLING AND RESURFACING– BID ITEM NO.11

- A. Payment for this item shall be made at the Contractor's Unit Price per square yard of milling and resurfacing installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required including hauling off and stockpiling or disposing of the milled material in accordance with the plans and specifications.
- B. The Contract Unit Price shall include compensation for all labor, material, and equipment required to saw-cut joints for crack control at the limits of milling and resurfacing in accordance with the plans and specifications.

3.12 12" STABILIZED SUBGRADE – BID ITEM NO.12

- A. Payment for this item shall be made at the Contractor's Unit Price per square yard of stabilized subgrade installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install the stabilized subgrade in accordance with the plans and specifications.
- B. Payment shall be made for 12" Stabilized Subgrade constructed or replaced by authorization of the City. 12" stabilization shall achieve 75 psi FBV and be compacted to 98% maximum density per AASHTO T-180. Any 12" Stabilized Subgrade that is damaged incidental to constructed or defective shall be replaced at the Contractor's expense

3.13 TYPE F CURB – BID ITEM NO. 13

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of curb installed and accepted. The Contractor Unit Price shall include compensation for all labor, material, and equipment required to install curb in accordance with the plans and specifications.
- C. Payment shall be made for Type F Curb constructed by authorization of the City. Any Type F Curb that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.14 ARCHITECTURAL PAVERS– BID ITEM NO.14

- A. Payment for this item shall be made at the Contractor's Unit Price per square yard of brick pavers installed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures or by public utility appurtenances within the normal areas of the architectural pavers. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install the stabilized subgrade in accordance with the plans and specifications.
- D. Payment shall be made for pavers by authorization of the City. Any pavers that are damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.15 DETECTABLE WARNING – BID ITEM NO.15

- A. Payment for this item shall be made at the Contractor's Unit Price per square yard of detectable warning. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install detectable warnings at curb ramps in accordance with the plans and specifications.
- B. Payment shall be made for Detectable warnings constructed by authorization of the City. Any detectable warning that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.16 STAMPED PATTERN CONCRETE PAVEMENT – BID ITEM NO.16

- A. Payment for this item shall be made at the Contractor's Unit Price per square yard to be installed. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install stamped pattern concrete in accordance with the plans and specifications.
- B. Payment shall be made by authorization of the City. Any valve or meter that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.17 4" DENSE GRADED ASPHALT MIX – BID ITEM NO.17

- A. Payment for this item shall be made at the Contractor's Unit Price per square yard to be installed. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install asphalt mix under stamped pattern concrete in accordance with the plans and specifications.
- B. Payment shall be made by authorization of the City.

3.18 SEDIMENT BARRIER (SILT FENCE) – BID ITEM NO.18

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot to be installed. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install temporary silt fence in accordance with the plans and specifications.
- B. Payment shall be made by authorization of the City.

3.19 6" White/ Red RPMS – BID ITEM NO.19

- A. Payment for this item shall be made at the Contractor's Unit Price per unit of white rpms installed and accepted. The Contract Unit Price shall include compensation for all labor, material, and equipment required to install the rpms in accordance with the plans and specifications.
- B. Payment shall be made for RPMS by authorization of the City. Any RPMS that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.20 PAINTED PAVEMENT MARKINGS, STANDARD 6" WHITE - BID ITEM NO.20

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of 6" White pavement marking installed and accepted. The Contractor Unit Price shall include compensation for all labor, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.
- B. Payment shall be made for pavement marking by authorization of the City. Any existing pavement marking that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.21 PAINTED PAVEMENT MARKINGS, STANDARD 6" DOUBLE YELLOW - BID ITEM NO.21

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of 6" Double yellow pavement marking installed and accepted. The Contractor Unit Price shall include compensation for all labor, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

- B. Payment shall be made for pavement marking by authorization of the City. Any existing pavement marking that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.22 12" THERMOPLASTIC BID ITEM NO.22

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of thermoplastic installed and accepted including the unmarked gaps for skip lines. The Contractor Unit Price shall include compensation for all labor, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.
- B. Payment shall be made for thermoplastic by authorization of the City. Any thermoplastic that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.23 24" THERMOPLASTIC BID ITEM NO.23

- A. Payment for this item shall be made at the Contractor's Unit Price per linear foot of thermoplastic installed and accepted including the unmarked gaps for skip lines. The Contractor Unit Price shall include compensation for all labor, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.
- B. Payment shall be made for thermoplastic by authorization of the City. Any thermoplastic that is damaged incidental to construction or defective shall be replaced at the Contractor's expense.

3.24 LANDSCAPE ALLOWANCE – BID ITEM NO.24

- A. Payment for this item shall be made based on time and materials.

3.25 PROFESSIONAL VIDEO ALLOWANCE – BID ITEM NO. 25

- A. Payment under this item shall be made as stipulated in Specifications Section 01020-Allowances.

3.26 UNFORESEEN CONDITIONS ALLOWANCE – BID ITEM NO.26

- A. Payment under this item shall be made as stipulated in Specifications Section 01020-Allowances.

END OF SECTION

SECTION 01041

PROJECT COORDINATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Engineer will coordinate the work between Prime Contractors as required.
- B. 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.

1.2 RELATED REQUIREMENTS

- A. Section 01025 – Schedule of Values.
- B. Section 01200 – Project Meetings.
- C. Section 01310 – Construction Schedules.
- D. Section 01340 – Shop Drawings, Product Data, and Samples.
- E. Section 01500 – Construction Facilities and Temporary Controls.
- F. Section 01700 – Contract Closeout.

1.3 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 contractors 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.

1.4 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 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. 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.

1.5 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.

1.6 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 01050

FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Contractor shall provide and pay for field engineering and surveying services required for the 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, as required.

1.2 RELATED REQUIREMENTS:

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01010 - Summary of Work
- C. Section 01700 – Contract Closeout

1.3 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Qualified Professional Engineer (PE) or Professional Land Surveyor (PLS) registered in the State of Florida.

1.4 SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points for the project are those designated on the drawings.
- B. Contractor shall locate and protect survey control and reference points. Contractor shall provide additional benchmarks as required to construct the Project.
- C. Control datum for survey is that indicated on Drawings.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.5 PROJECT SURVEY REQUIREMENTS

- A. Establish lines, grades, and elevations by instrumentation or similar appropriate means utilizing recognized engineering survey practices.
- B. Horizontal alignment for the proposed construction will be controlled by property lines, easement boundaries, and existing structures. The Contractor shall be responsible to establish reference lines and necessary offsets to establish piping alignment, and equipment and structure location.
- C. Vertical alignment for the proposed construction will be based on the existing grades and benchmark identified on the drawings. The Contractor shall be responsible to establish proposed grades. The Contractor shall provide the grade stakes.
- D. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- E. Reestablish permanent control points.

1.6 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.

1.7 SUBMITTALS

- A. Submit name and address of registered Surveyor and Professional Engineer to Owner.
- B. On request, submit copies of field notes and documentation verifying the accuracy of the field engineering work.

1.8 EXAMINATION

- A. Contractor is responsible for verifying survey control points prior to initiation of work.
- B. Contractor shall promptly notify Engineer of any discrepancies discovered.

1.9 QUALITY CONTROL

- A. Quality control of the Work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality work, as specified on the drawings and specifications.
- B. Forty-eight (48) hour notification to the Engineer by the Contractor shall be required for all specified field investigations unless otherwise noted.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED) END OF SECTION

SECTION 01091

REFERENCE STANDARDS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Abbreviations and acronyms used in Contract Documents to identify reference standards.

1.2 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.
- C. Conform to reference standard by date of issue current on bid date.
- D. Obtain copies of standards when required by the Contract Documents.
- E. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- F. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- G. Neither the contractual relationship, duties, nor responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.3 ABBREVIATIONS, NAMES, AND ADDRESSES OR ORGANIZATIONS

- A. Obtain copies of reference standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.
- B. The following, as appropriate to project, is a list of referenced standards and their mailing addresses for requesting copies of standards:

AA Aluminum Association
 818 Connecticut Avenue, NW
 Washington, D.C. 20006

AABC Associated Air Balance Council
 1000 Vermont Avenue, N.W.
 Washington, DC 20005

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Washington, D.C. 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, NW Washington, D.C., 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
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers' Association Association Building Ninth and Minnesota Hastings, NE 68901
ASSE	American Society of Sanitary Engineers 960 Illuminating Building Cleveland, OH 44113
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers Association 7735 Old Georgetown Road

Bethesda, MD 20014

AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10017
City	City of Delray Beach Engineering Standards 434 S. Swinton Avenue Delray Beach, FL 33444
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue Washington, D.C. 20036
County	Palm Beach County Engineering and Public Works 2300 N. Jog Road West Palm Beach, FL 33411
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
FDOT	Florida Department of Transportation Haydon Burns Building 605 Suwannee Street Tallahassee, FL 32301
FM	Factory Mutual System 1151 Boston-Providence Turnpike Norwood, MA 02062
FS	Federal Specifications General Services Administration Specifications and Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, D.C. 20407
NEMA	National Electrical Manufacturers Association 2101 L Street, NW Washington, D.C. 20037
NFPA	National Fire Protection Association 470 Atlantic Avenue

Boston, MA 02210

NFPA	National Forest Products Association 1619 Massachusetts Avenue, NW Washington, D.C. 20036
NSF	National Sanitation Foundation NSF Building 3475 Plymouth Road Ann Arbor, MI 48106
NSWMA	National Solid Waste Management Association 1120 Connecticut Avenue, NW Washington, D.C. 20036
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, D.C. 20203
TCA	Technical Aid Series Construction Specifications Institute 1150 Seventeenth Street, NW Washington, D.C. 20036
UL	Underwriters Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during digging at the Project site, the possibility exists of the Contractor encountering various water, sewer, petroleum, gas, telephone, electrical or other lines not shown on the drawings. The Contractor is responsible for obtaining utility locations from the utility owners or utility locate company. Exercise extreme care before and during digging to locate and flag these lines to avoid damage to the existing lines. Should damage occur to an existing line, repair the line at no cost to the Owner.

1.2 PROVISIONS FOR THE CONTROL OF DUST

- A. Sufficient precautions shall be taken during construction to minimize the amount of dust created. Wetting down the site may be required or as directed by the Engineer to prevent dust as a result of vehicular traffic.

1.3 SALVAGE

- A. Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner and if so shall be excavated, if necessary, and delivered to the Owner by a location directed by the Owner, shall be disposed of by the Contractor at a suitable location.

1.4 MAINTENANCE OF EXISTING WATER AND WASTEWATER FACILITIES OPERATION

- A. Take notice that existing water and wastewater collections and transmission lines are operated in the construction area. It is the responsibility of the Contractor to contact the Owner's utility operator and ascertain the extent of any specific service area.
- B. Cooperate with the Owner to maintain the operation of the existing facilities with the least amount of interference and interruption possible. Continuous service, public health and safety considerations shall exceed all others and the Contractor's schedule, plans and work shall at all times be subject to alteration and revision if necessary for above considerations.
- C. The Engineer and Owner reserve the right to require the Contractor to work 24 hours per day in all cases where, in their opinion, interference with operation of the system may result.
- D. In no case, will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the interfering portion of the work are on the site. All existing utilities shall be pothole located prior to construction of conflicting piping.

1.5 RELOCATIONS

- A. The Contractor is responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, irrigation conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

1.6 HURRICANE PREPAREDNESS PLAN

- A. The Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during Contract Work.
- B. Within fourteen (14) days of the date of the Notice to Proceed, submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane or severe weather warning.
- C. In the event of inclement weather, or whenever the Owner shall direct, the Contractor will cause Subcontractors to carefully protect the Work and materials against damage or injury. Work and materials damaged due to inclement weather shall be removed and replaced at the expense of the Contractor.
 - 1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor is responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the Contractor will remove all bulkheads and plugs in pipelines that would impede drainage in the event of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor will cooperate with the Owner in protecting any other structures at the site.
 - 2. Hurricane Warning: No mobile "temporary facility" under the control of or on the property of the Owner shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings. Reasonable steps shall be taken to protect existing improvements from damage and to avoid damage to the surroundings caused by staged materials, equipment, or other facilities related to the project.
- D. The Contractor may be required to backfill excavation depending on the severity of the approaching storm or the expected amount of rainfall. Additionally, erosion protection and inlet protection may also be required by the Owner depending on the site conditions at the time of the Hurricane Watch.

1.7 ADJACENT PROPERTY OWNER NOTIFICATION

- A. Prepare a written notice to property owners adjacent to the project work site notifying them of the schedule of work affecting them and anticipated inconveniences they may expect. The notice shall meet the approval of the Engineer and be delivered to property owners at least 72 hours prior to construction adjacent to their property. This notice shall indicate the work to be

performed, the time it will take to perform the work, and the time when the water service to the property owner will be disrupted.

1.8 RIGHTS-OF-WAY

A. Do not perform any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefore from the proper party. After authority, has been obtained, give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so, desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the work in Article 16 of the General conditions of the Contract.

1.9 PROTECTION OF STREET OR ROADWAY MARKERS

A. Do not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker point that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the proper representatives of the owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed by the contractor without proper authorization by the Engineer, will be accurately restored by the Owner at the Contractor's expense after all construction has been completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01153

CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.1 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 a 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.

1.2 RELATED REQUIREMENTS

- A. Agreement: The amounts of established unit prices.
- B. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- C. Conditions of the Contract:
 - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and materials basis.
 - 2. Contractor's claims for additional costs.
- D. Section 01020: Allowance.
- E. Section 01300: Submittals and Progress Schedules.
- F. Section 01310: Construction Schedules.
- G. Section 01025: Schedule of Values.
- H. Section 01630: Substitutions and Product Options.
- I. Section 01700: Contract Closeout.

J. Section 01720: Project Record Documents.

1.3 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.

1.4 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a proposal Request to Contractor. Request will include the following:
 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 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 Engineer, 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 changes in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Engineer may issue a "Construction Change" (CCD) 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.
- C. Owner and Engineer will sign and date the CCD as authorization for the to proceed with the Changes.

1.6 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 computation including the following:
 1. Labor required.
 2. Equipment required.
 3. Products required:
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance 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 the following additional information:
 1. Name of the Owner's authorization agent who ordered the work, and date of the order.
 2. Dates and time work 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 quantities.
- c. Subcontracts.

D. Document requests for substitutions for Products as specified in Section 01600.

1.7 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Form: Change Order format provided in the Contract Documents.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.8 LUMP SUM / FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 - 1. Engineer's Proposal Request and Contractor's responsible Proposal as mutually agreed upon 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.

1.9 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 - 1. Engineer 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 amount of the unit prices shall 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
 - Change Order Procedures
 - 01153-4

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 therein.

D. When quantities of the items cannot be determined prior to start of the work:

1. Engineer or Owner will issue a Change Order directing Contractor to proceed with the change based on 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 prices 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 a second Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner and Contractor will sign and date the second 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 the 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. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Contractor shall periodically revise the Construction Schedule to reflect each Change Order Procedures

change in Contract Time.

1. Revise sub-schedules 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

1.1 REQUIREMENTS INCLUDED

- A. Owner shall schedule and administer preconstruction meetings, public involvement meetings/communications, and specially called meetings throughout the progress of the work. Owner shall:
 - 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 all significant proceedings and decisions.
 - 6. Reproduce and distribute copies of minutes within three days after each meeting:
 - a. To all participants in the meeting.
 - b. To all parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.2 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01010 - Summary of Work.
- C. Section 01340 – Shop Drawings, Product Data, and Samples.
- D. Section 01700 – Contract Closeout.

1.3 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 professional consultants.
3. Resident Project Representative.
4. Contractor's Superintendent.
5. Major Subcontractors
6. Others as appropriate and approved by the Owner.

D. Suggested Agenda:

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.

1.4 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 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 01320

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 — GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Promptly after award of the Contract, prepare and submit to Engineer estimated construction progress schedules for the Work, with sub- schedules 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.

1.2 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, Product Data, and Samples.

1.3 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.

1.4 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. Subcontractor work.
- d. Equipment installations.
- e. Delivery of O & M Manuals.
- f. Finishings.
- g. Start-up

3. Show projected percentage of completion for each item, as of the first day of each month.

B. Submittals, Schedule for Shop Drawings, Product Date, and Samples. Show:

1. The dates for Contractor's submittals.
2. The dates revised submittals will be required from the Engineer.

C. Provide sub-schedules to define critical portions of prime schedules.

1.5 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.

1.6 SUBMISSIONS

A. Submit initial schedules within 10 days after award 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.

1.7 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

1.1 REQUIREMENTS INCLUDED

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

1.2 RELATED REQUIREMENTS

- A. Definitions and Additional Responsibilities of Parties: Conditions of the Contract.
- B. Section 01700: Contract Closeout.

1.3 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: 8 1/2 x 11 inches.

1.4 PRODUCT DATA

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

1.5 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, if 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.

1.6 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 seven (7) 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.

1.7 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.

1.8 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. The Engineer will review additional resubmittals. The Contractor will be charged time and materials for the Engineer's review of resubmittals.

PART 2 — PRODUCTS (NOT USED)

PART 3 — EXECUTION (NOT USED)

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 — GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The Owner will employ services of an independent testing laboratory to perform specified testing.
 - 1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
- B. Inspection, Sampling, and Testing is required for:
 - 1. Densities and Proctors (for soil compaction)
 - 2. Bacteriological Clearance
 - 3. Concrete Strength
 - 4. Any water quality monitoring as required by the project permits
 - 5. Other operations specified in these specifications or as required by the Engineer or Owner.

1.2 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.

1.3 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 test.
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.

G. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.

H. Decide 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

3.1 PAYMENT

- A. An independent testing laboratory (appointed and paid for by the Owner) will test materials and products. Testing will be performed to least encumber the performance of Work.
- B. The Owner will authorize the cost of one (1) series of tests only, on the are 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 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Furnish, install, and maintain temporary utilities required for construction; remove on completion of entire project.

1.2 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with federal, state, and local codes and regulations, and with utility company requirements.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage. They MUST NOT create unsafe conditions, and MUST NOT violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction using construction-type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

2.3 TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finished from damage due to temperature or humidity.
- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.

- C. Portable heaters shall be standard approved units complete with controls.
- D. Pay all costs of installation, maintenance, operation, and removal, and for fuel consumed.

2.4 TEMPORARY WATER

- A. Provide water for construction and potable purposes; pay all costs for installation, maintenance, and removal.
- B. Make conservative use of water. Any negligence or wastefulness will be reason for waiving the provisions for free water.
- C. All connections to hydrants to be made by Owner's personnel.
- D. Non-potable water for general construction purposes shall be clean, non-turbid, and non-saline; and acceptable to the Engineer.
- E. Water utilization for concrete plaster and mortar shall meet the respective requirements and standards set forth for water utilized in these construction materials.
- F. The Owner will make water available at designated hydrants on the Owner's water system for use by the Contractor.

2.5 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.
- C. Existing plumbing facilities shall not be used by construction personnel.

2.6 TEMPORARY PARKING

- A. On-Site Roads and Parking Areas:
 - 1. Locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas, and other areas required for execution of the contract.
 - 2. Submit proposed location for Engineer's approval.
 - 3. Provide access for emergency vehicles.
 - a. Maintain driveways a minimum of 15 feet wide, between and around combustible materials in storage and mobilization areas.
 - 4. Maintain traffic areas free as possible of excavated materials, construction equipment, products, and debris.

5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
6. Provide traffic control devices as required by governing authorities along established public thoroughfares which will be used as haul routes to site access.

2.7 TEMPORARY CONTROLS

- A. Noise Control:
 1. Not used.
- B. Dust Control:
 1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.
- C. Water Control:
 1. Provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties.
 - a. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff.
 2. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface water.
 3. Disposed of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.
- D. Pest Control:
 1. Not used.
- E. Rodent Control:
 1. Provide rodent control as necessary to prevent infestation of construction or storage area.
 - a. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
 - b. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to Owner with a copy to Engineer. Clearly indicate:
 - (1) The area or areas to be treated.

- (2) The rodenticides to be used, with a copy of the manufacturer's printed instructions.
- (3) The pollution preventative measures to be employed.

2. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

F. Debris Control:

1. Maintain all areas under Contractor's control free of extraneous debris.
2. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage, and parking areas, or along access roads and haul routes.
 - a. Provide acceptable containers for deposit of debris
 - b. Prohibit overloading of trucks to prevent spillages on access and haul routes.
 - (1) Provide periodic inspection of traffic areas to enforce requirements.
3. Schedule periodic collection and disposal of debris.
 - a. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

G. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations.
2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
 - a. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
3. Take special measure to prevent harmful substances from entering public waters.
 - a. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
4. Provide systems for control of atmospheric pollutants.
 - a. Prevent toxic concentrations of chemicals.
 - b. Prevent harmful dispersal of pollutants; into the atmosphere.

H. Erosion Control:

1. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - a. Hold the areas of bare soil exposed at one time to a minimum.
 - b. Provide temporary control measures such as berms, dikes, and drains.
2. Construct fills land waste areas by selective placement to eliminate surface silts or clays which will erode.
3. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

PART 3 - EXECUTION

3.1 GENERAL

- A. Maintain and operate systems to ensure continuous service.

3.2 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing facilities used for temporary services to specified, or to original, condition.

END OF SECTION

SECTION 01505

CONSTRUCTION CONSIDERATIONS

PART 1 - GENERAL

1.1 RELOCATIONS

A. The Contractor shall be responsible for the relocation of structures, including but not limited to, light poles, sign poles, fences, piping, conduits and drains that interfere with the positioning of the Work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

1.2 SUBSURFACE INVESTIGATIONS

A. The Contractor shall be responsible for having determined to his satisfaction, prior to his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater condition, the character of equipment and facilities required preliminary to and during the performance of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on the substrata or groundwater table conditions will be disallowed.

1.3 OBSTRUCTIONS

A. All water pipes, storm drains, sanitary sewers, force mains, gas, or other pipe, telephone or power cables or conduits and all other obstructions, whether or not shown, shall be temporarily supported across utility line excavations. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. Approximate locations of known water, sanitary, raw water, drainage, power, and telephone installations along route of sanitary sewer, storm, and water main pipeline or in the vicinity of new work is shown, but must be verified in the field by the Contractor before beginning any excavation. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand if necessary, prior to installing new pipeline. Any discrepancies or differences found shall be brought to the attention of the Engineer in order that necessary changes may be made to permit installation of new work. These conditions are supplemental to general requirements elsewhere in the Contract Documents.

1.4 SITE CONDITIONS

A. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, canal stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality of

surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficult or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner.

1.5 PROTECTION OF PROPERTY

- A. The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed and the Contractor is cautioned to proceed with care to prevent the undermining or damage to existing structures, piping, or facilities.
- B. When City water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.
- C. In the event, any of the Contractor's activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the Engineer. Such work shall be performed continuously until completion. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

1.6 WORK ADJACENT TO FLORIDA POWER AND LIGHT CORPORATION (FP&L) FACILITIES

- A. The attention of the Contractor is drawn to existing FP&L overhead and underground facilities are in the construction area. The Contractor shall protect all existing power transmission and distribution facilities throughout the period of construction and power transmission and distribution facilities throughout the period of construction and shall contact the offices of FP&L at least 72 hours prior to the start of any construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground power transmission and distribution facilities in the area of work whether or not they are indicated on the Drawings.

1.7 WORK ADJACENT TO BELLSOUTH TELEPHONE COMPANY OR AT&T TELECOMMUNICATIONS FACILITIES

- A. Existing overhead and underground telecommunications facilities are in the construction area. The Contractor shall protect all existing telecommunications facilities throughout the construction of the project and shall contact the appropriate telecommunications offices at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact Construction Considerations

location of all overhead and underground telecommunications facilities in the area of work whether or not they are indicated on the Drawings.

1.8 WORK ADJACENT TO FLORIDA PUBLIC UTILITIES COMPANY FACILITIES

- A. The attention of the Contractor is drawn to the existing underground natural gas lines are in the construction area. The Contractor shall protect all existing natural gas pipelines throughout the construction of the project and shall contact the appropriate natural gas offices at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all underground natural gas lines in the area of work whether or not they are indicated on the Drawings.

1.9 WORK ADJACENT TO CABLE TV (CATV) FACILITIES

- A. The attention of the Contractor is drawn to the existing overhead and buried CATV lines are located in the construction area. The Contractor shall protect all existing overhead and buried CATV throughout the construction of the project and shall contact the appropriate cable TV offices at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground CATV in the area of work whether or not they are indicated on the Drawings.

1.10 RESIDENT NOTIFICATIONS

The Contractor will be responsible for preparation and distribution of informational flyers to affected residents on a periodic basis. The flyers shall include notification of construction schedules with regards to road closures or detours, utility service interruptions, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01506

CONTROL OF WORK

PART 1 - GENERAL

1.1 QUALITY OF WORK

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and a quantity large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel appear to the Consultant to be inefficient, inappropriate, or insufficient for securing the quality of work required or for producing the rate of progress previously mentioned, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Consultant to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.2 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the Owner.
- B. Temporary restoration shall be completed within five days of pipe installation. Temporary restoration shall include all driveways, sidewalks, and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. The Contractor shall maintain all temporarily restored areas. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed. The Contractor is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the Consultant.

Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

- C. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the Consultant.

To obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement.

Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement

D. The Contractor shall test an installed section of pipeline within five calendar days from completion of the pipeline. A section of pipe is defined as a pipe section which can be isolated by valves for appurtenances is satisfactorily completed, the Contractor shall provide the Consultant with a "Schedule of Existing Facilities Restoration" which will be reviewed and be acceptable to the Consultant. The schedule shall show the existing facilities to be restored and schedule of beginning and completion dates for each item of restoration. The work for completing the final restoration of existing facilities for a tested section of work shall be completed within 30 days of acceptance of the pipeline testing.

1.3 PIPE LOCATIONS

A. Pipeline shall be located substantially as indicated on the Drawings, but the Consultant reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.4 OBSTRUCTIONS

A. The attention of the Contractor is drawn to the fact that during digging at the Project site, the possibility exists of the Contractor encountering various water, sewer, petroleum, gas, telephone, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during digging to locate and flag these lines to avoid damage to the existing lines. Should damage occur to an existing line, The Contractor shall repair the line at no cost to the owner.

B. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

C. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the work. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Consultant.

D. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Test pits shall be dug at the Contractor's expense, as directed.

E. The Contractor shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage

due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

- F. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Consultant a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- G. Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Consultant and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- H. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor at the Contractor's expense. Sewer laterals are included.
- I. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- J. All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Consultant are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.5 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The Contractor shall confine the limits of open trench as prescribed by the Consultant. If the excavation

becomes a hazard, or if it excessively restricts traffic at any point, the Consultant may require special construction procedures such as limiting the length of open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.

B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

1.6 TEST PITS

A. Test pits for locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor at his cost at the direction of the Consultant. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Consultants.

1.7 SITE CLEANLINESS

A. Dust Abatement - The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Consultant.

B. Rubbish Control - During the progress of the work, the Contractor shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

C. Sanitation

1. Toilet Facilities - Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
2. Sanitary and Other Organic Wastes - The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Consultant

and in accordance with all laws and regulations pertaining thereto.

1.8 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the City or Consultant this procedure is not feasible he may direct the use of fittings.

1.9 RELOCATIONS

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- A. The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the General Contractor and his subcontractors or trades, and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having authority, unless otherwise indicated herein or directed by the Consultant.

3.2 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.
- B. Further, the Contractor shall take all necessary precaution to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the Owner.

END OF SECTION

SECTION 01510

TEMPORARY UTILITIES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Furnish, install, and maintain temporary utilities required for construction, remove on completion of work.

1.2 RELATED SECTIONS

- A. Section 01010: Summary of Work

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department and Environmental Regulations.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the Owner.
- B. Install circuit and branch wiring, with the area distribution boxes located so that power and lighting is available throughout the construction using construction type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate to work, and all areas accessible to the public.

2.3 TEMPORARY WATER

- A. Arrange with the Owner, as described in the Supplemental Conditions to provide water for construction purposes.
- B. Install branch piping with taps located so that water is available throughout construction using hoses.

- C. Install at every connection to the Owner water supply a backflow preventer meeting the requirements of AWWA CS 11-89, latest revision. Contractor shall be required to meter and pay for all water used.

2.4 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

PART 3 – EXECUTION

3.1 GENERAL

- A. Comply with applicable requirements specified in Division 16 - Electrical.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

3.2 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.

END OF SECTION

SECTION 01525

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The Contractor shall verify the exact locations and depths of all utilities shown, and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work.
- C. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work.
- D. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.
- E. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.2 RIGHTS-OF-WAY

- A. The Contractor shall not do any Work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefor from the proper party.
- B. After authority, has been obtained, the Contractor shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure, or replace the same.
- C. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one Contract may interfere with that on another, the Owner shall determine the sequence and order of the Work.
- D. When the limits of one Contract are the necessary or convenient means of access for the execution of another Contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted.
- E. No such decision as to the method or time of conducting the Work or the use of

territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the Work.

1.3 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization.
- B. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced.
- C. All survey markers or points disturbed by the Contractor shall be accurately replaced after all street or roadway re-surfacing has been completed.

1.4 RESTORATION OF PAVEMENT

- A. General:
 1. All paved areas including asphaltic concrete cut or damaged during construction shall be placed with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific re-surfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit.

All temporary and permanent pavement shall conform to the requirements of the affected pavement owner.
 2. All pavements subject to partial removal shall be neatly saw-cut in straight lines.
- B. Temporary Re-surfacing:
 1. Wherever required by the public authorities having authority, the Contractor shall place temporary surfacing promptly after backfilling. The Contractor shall maintain temporary surfacing until the public authority permits final restoration.
- C. Permanent Re-surfacing:
 1. To obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement.
 2. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines.
 3. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Driveways:

1. Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of time is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

A. General:

1. The Contractor shall protect all underground utilities and other improvements that may be impaired during construction operations.
2. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.
3. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be deemed necessary.

B. Utilities to be Moved:

1. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time.
2. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

C. Temporary Removal and/or Relocation:

1. Where the proper completion of the Work requires the temporary removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the owner of the facility.
2. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- D. The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for making changes in their property made necessary by the Work of this Contract.
- E. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor.
- F. Underground Utilities Not Indicated:
 - 1. In the event that the Contractor damages any existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the Engineer.
 - 2. The Contractor shall make repairs per the provisions for changes and extra work contained in the General Conditions if directed by the Engineer.
- G. All costs of locating, repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions for changes and extra work contained in the General Conditions.
- H. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill.
- I. Maintaining Service:
 - 1. All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas mains, water mains, irrigation lines, sewer lines, storm drainage, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner(s) of said pipelines, ducts, main, irrigation lines, sewers, storm drains, poles, wires or cables.
 - 2. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
 - 3. Contractor shall replace all damaged irrigation piping, heads, and control lines in kind. Zones to be capped off at construction line. If this results in discontinuance of service on private property, the contractor shall provide

for irrigation service to this area(s).

1.6 TREES WITHIN ROAD RIGHTS-OF-WAY AND PROJECT LIMITS

A. General:

1. The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or Owner.
2. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company under permit from the jurisdictional agency and/or the Owner.

B. Trimming:

1. Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch.
2. Spikes shall not be used for climbing live trees.
3. All cuts over 1-1/2" in diameter shall be coated with an asphaltic emulsion material.

C. Replacement:

1. The Contractor shall immediately notify the jurisdictional agency and/or the Owner if any trees are damaged by the Contractor's operations.
2. If, in the opinion of said agency or the Owner, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense.
3. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the jurisdictional agency or Owner. The trees shall have a minimum diameter of 1-inch and minimum height of 6'.

1.7 NOTIFICATION BY THE CONTRACTOR

A.

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than three days nor more than seven days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01530

BARRIERS

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the Work, existing facilities, trees, and plants from construction operations; remove when no longer needed, or at completion of Work.

1.2 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01500: Construction Facilities and Temporary Controls.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.2 FENCING

- A. Minimum fence height six feet.
- B. Open-Mesh Fence:
 - 1. No 11 gauge, two-inch mesh, 72 inches high galvanized chain link fabric, with extension arms and three strands of galvanized barbed wire.
 - 2. Galvanized steel posts; 1-1/2-inch line posts and two-inch corner posts.

2.3 BARRIERS

- A. Materials are Contractor's option, as appropriate to serve required purpose.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install facilities of a neat and reasonably uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by the progress of construction.

3.2 FENCES

- A. Provide and maintain fences necessary to assure security of the site during construction to keep unauthorized people and animals from the site when construction is not in progress.
- B. Gates shall have locks; and keys shall be furnished to the Owner.
- C. Provide additional security measures as deemed necessary and approved by the Engineer.

3.3 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
- B. Consult with the Engineer, and remove agreed-on roots and branches which interfere with construction.
 - 1. Employ qualified tree surgeon to remove branches and treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants.
- D. Protect root zones of trees and plants:
 - 1. Do not allow vehicular traffic or parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and other construction operations, to prevent damage.
- F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

3.4 REMOVAL

- A. Completely remove barricades, omit, when construction has progressed to the point that they are no longer needed and when approved by Engineer.
- B. Repair damage caused by construction. Fill and grade areas of the site to the required evaluations, and clean up the area.

End of section

SECTION 01550

SITE ACCESS AND STORAGE

PART I – GENERAL

1.1 HIGHWAY LIMITATIONS

A. The Contractor shall make his own investigation of the condition of available public and private roads, and other limitations affecting transportation and ingress and egress to the site of the work.

1.2 TEMPORARY CROSSINGS

A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The Contractor shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

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

C. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder, and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the Consultant and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the Consultant or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. The Contractor shall make temporary provisions to ensure the use of sidewalks and proper functioning of all gutters, storm drain inlets, and other drainage facilities.

D. Traffic Control: For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and

Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).

The Contractor shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of OSHA and Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.

The Contractor shall remove traffic control devices when no longer needed, shall repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

E. Temporary Street Closure: If closure of any street is required during construction, the Contractor shall apply in writing to the Building Department other jurisdictional agency at least 30 days in advance of the required closure. A Detour and Traffic Control Plan shall accompany the application.

F. Temporary Driveway Closure: The Contractor shall notify the owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one (1) eight-hour work day at least three (3) working days prior to the closure. The Contractor shall minimize the period that the driveways will be closed. The Contractor shall fully explain to the owner/occupant how long the work will take and when closure is to start.

1.3 CONTRACTOR'S WORK AND STORAGE AREA

A. The Contractor shall make his own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the work.

PART II – PRODUCTS (NOT USED)

PART III – EXECUTION (NOT USED)

END OF SECTION

SECTION 01570

TRAFFIC CONTROL

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Provide, operate, and maintain equipment, services, and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow around the construction area.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

1.2 REFERENCES

- A. Traffic regulation shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards Series 600, latest Edition, Manual on Uniform Traffic Control Devices, latest Ed., and FDOT Standard Specifications, latest Ed.

1.3 TRAFFIC CONTROL PLAN

- A. The Contractor is to prepare a traffic control plan and/or policy statement for each phase of construction. This plan is to be presented to the City Engineer at or before the pre-construction meeting.
- B. All proposed traffic control plans and policy statements shall be complete and in compliance with Section 1.02.

1.4 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under Contractor's control, or affected by Contractor's operations.
- B. Provide traffic control and direction signs, post mounted, at all areas required by Section 1.02.
- C. Traffic Signals - Construction requiring traffic signal modification shall be reported to the City Engineer at least 72 hours prior to the commencement of such activities. All excavation work within 30 feet of any traffic signal shall be reported to the City Engineer at least 72 hours prior to its commencement.
- D. All existing traffic signs shall remain visible throughout construction activities unless superseded by required construction signing.

1.5 ELECTRONIC VARIABLE MESSAGE BOARDS (VMB)

- A. Provide a minimum of two (2) VMB's for work along SE 2nd Avenue and for work along

1.6 FI. AGMEN

- A. Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic (See Section 1.02).

1.7 FLARES AND LIGHTS

- A. Provide lights as required by Section 1.02.
 - 1. To clearly delineate traffic lanes and to guide traffic as required in Section
 - 2. For use by flagmen in directing traffic.
- B. Provide illumination of critical traffic and parking areas as required in Section 1.02.

1.8 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.
- C. Maintain free vehicular access to and through parking areas and driveways.
- D. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.9 CONSTRUCTION VEHICLES

- A. All slow-moving construction vehicles shall have a slow-moving sign visible from the rear of the vehicle.
- B. All vehicles used for construction activities shall have audible back-up warning devices.

1.10 ROAD CLOSURES

- A. No road shall be closed prior to receiving approval from the City Engineer.
- B. At least seven days prior to a proposed road closure, the contractor shall submit to the City Engineer a complete traffic control plan. This plan shall include the following minimum information:
 - 1. Sketch of work site and all area roads, streets, and mark driveways.
 - 2. Proposed detour route.
 - 3. All necessary traffic control devices to be used.
 - 4. Emergency contractor contact person name and phone to be available 24 hours a day.

5. Estimated times/dates of road closure.
- C. The City Engineer shall have the authority to approve an emergency road closure.

PART2 - PRODUCTS

- 2.1 All traffic control devices shall meet or exceed FDOT certification standards and the Manual of Uniform Traffic Control Devices.
- 2.2 All traffic signs shall have high intensity face material.

PART 3 - EXECUTION

- 3.1 Upon notification by the owner either verbally or in writing, the contractor shall correct any noted deficiencies within one hour.
- 3.2 Inspection of all traffic control items shall be accomplished at least twice per day. One of these inspections shall be at the end of the work day or at night.

END OF SECTION

SECTION 01580
PROJECT IDENTIFICATION SIGN

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

- 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.

1.2 PROJECT IDENTIFICATION SIGN

- A. 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.

1.3 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

2.1 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

3.1 PROJECT IDENTIFICATION SIGN

- A. Paint exposed surfaces of supports, framing and surface material; one coat of Project Identification Sign 01580-1

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.

3.2 SIGN LOCATION

- A. Sign shall be located within the City right of way in an area approved by the Engineer.

3.3 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.

3.4 REMOVAL

- A. Remove sign, framing, supports and foundations at completion of project or at direction of Engineer.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Products.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Transportation and Handling.
- E. Storage and Protection
- F. Substitutions and Product Options.

1.2 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01020: Allowance.
- C. Section 01091: Reference Standards.
- D. Section 01340: Shop Drawings, Product Data, and Samples.
- E. Section 01630: Substitutions and Product Options.
- F. Section 01700: Contract Closeout.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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

1.1 REQUIREMENTS INCLUDED

- A. Furnish and install Products specified, under options and conditions for substitutions stated in this Section.

1.2 RELATED REQUIREMENTS

- A. Information for Bidders and General Conditions.
- B. Section 01020: Allowances.
- C. Section 01340: Shop Drawings, Product Data, and Samples.
- D. Section 01700: Contract Closeout.

1.3 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.

1.4 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 Substitutions and Product Options

stating "or equal", submit a request as for substitutions, for any product or manufacturer which is not specifically named.

1.5 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:
 1. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the 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.

1.6 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.

1.7 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 01700

CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Substantial Completion
- B. Final inspection after completion
- C. Final cleaning
- D. Contractor's closeout submittals
- E. Final adjustment of accounts

1.2 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers work has reached substantial completion, he shall submit to the ENGINEER the following:
 - I. 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 inspect, 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 respect 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.

1.3 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 inspect 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 respect 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.

1.4 FTNAL 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.

1.5 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.

1.6 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

1.1 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.

1.2 RELATED REQUIREMENTS

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

1.3 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 always for inspection by OWNER's Representative.

1.4 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by OWNER's Representative.

1.5 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):
 - 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 installed.
 - 2. Changes made by Field Order or by Change Order.

1.6 AS-BUILT PLANS (RECORD DRAWINGS)

- A. The CONTRACTOR shall maintain full size (22"x34") 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 ft.
- 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 survey crew shall verify the size of the piping at the time of as-built.
5. All as-builts for parking lot, roadways and swales areas shall consist of the following:
 - a. Elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.
 - b. 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. 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.

1.7 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 Project Record Documents

Registered Professional Land Surveyor and shall include, but not be limited to the following:

1. Valve boxes, splice boxes, pull boxes, all underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, finished necessary grades, benches, curbs, fences walls signs, light fixtures, and other items as necessary.
- C. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date.
 2. Project title and number.
 3. CONTRACTOR's name and address.
 4. Title and number of each Record Document.
 5. Signature of CONTRACTOR or his authorized representative.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Compile warranties and bonds as specified in the Contract Documents.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Engineer for review and transmittal to Owner.

1.2 RELATED SECTIONS

- A. Section 00100 - Instructions to Bidders
- B. Standard General Conditions of the Construction Contract for The City of Delray Beach, Florida
- C. Section 01030 - Special Project Procedures
- D. Section 01700 - Contract Closeout
- E. Other Sections as applicable.

1.3 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bond, service, and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: two (2) each.
- C. Table of Contents: neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item
 - 2. Firm, with name of principal, address and telephone number
 - 3. Scope
 - 4. Date of beginning of Warranty, bond or service and maintenance contract
 - 5. Duration of warranty, bond or service maintenance contract
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure

b. Instances which might affect the validity of warranty or bond

7. Contractor, name of responsible principal, address and telephone number

1.4 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 - 1. Size 8 1/2 inches x 11 inches, punch sheets for standard 3-post binder
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post (3) binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.5 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all major pieces of equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one year commencing at the time of acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment and which has a 1 HP motor or which lists for more than \$1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year (2) warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

DIVISION 2- SITE WORK

02110	CLEARING AND GRUBBING
02200	EARTHWORK
02210	GRADING
02230	BASE COURSES
02270	SLOPE PROTECTION AND EROSION CONTROL
02276	SURFACE RESTORATION
02500	CONCRETE CURBS AND HEADERS
02511	SIGNING AND PAVEMENT MARKING
02513	ASPHALT CONCRETE PAVING
02514	MILLING ASPHALT PAVEMENT
02515	ARCHITECTURAL PAVERS
02580	DETECTABLE WARNING
02710	SUBDRAINAGE SYSTEMS
02760	STAMPED PATTERN CONCRETE PAVEMENT

SECTION 02110

CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris, paving, curbs, and existing brick pavers.
 - 2. Existing curb ramps.

1.2 SUBMITTALS

- A. Erosion Control Plan
- B. Product data. Submit data for herbicide.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with City of Delray Beach Environmental Services Department.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Call Sunshine One Call at 811 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.2 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect bench mark and existing structures from damage or displacement.

3.3 CLEARING

- A. Remove existing brick pavers including subgrade and stabilization.

3.4 ROUGH GRADING

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag

locations.

- C. Notify Sunshine One Call to mark utilities.
- D. Excavate topsoil and subsoil from area under existing brick pavers.
- E. Stockpile any topsoil and subsoil to be reused in area designated by FDOT District Construction Environmental Coordinator. Contractor shall coordinate selection of staging area with Environmental Coordinator at 954-777-4665
- F. Remove excess topsoil and subsoil not being reused, from site.

3.5 CLEAN UP

- A. Remove debris and extracted plant life from site.
- B. Remove excess dirt from the road daily.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1- GENERAL

1.1 SCOPE

- A. This item consists of the excavating, removing and satisfactory disposition of all materials required to construct the project and the placement and shaping of required swales to be done in accordance with these specifications and in conformity with the dimensions and typical sections, lines, and grades, shown on the plans.
- B. All suitable material taken from excavation shall be used in the formation of embankment, subgrade and for backfilling as indicated on the Plans or hauled off-site, or as directed by the ENGINEER. When the volume of excavation is not sufficient for construction of the fill to the grades indicated, the Contractor shall supply the deficiency.

1.2 REFERENCES

- A. Standards applicable to these specifications shall be:
 - 1. Americans Association of State Highway and Transportation Officials (AASHTO).
 - 2. Florida Department of Transportation (F.D.O.T.) Section 120 "Excavation and Embankment".

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION OF WORK

3.1 EXCAVATION

- A. The rough excavation shall be carried to the necessary depth to obtain the specified depth of subgrade compaction shown on the Plans. Likewise, on embankments, the depth of subgrade compaction shall be as shown on the Plans.
- B. Should the CONTRACTOR, through negligence or other fault, excavate below the designated lines, he shall replace the excavation with approved materials, in an approved manner and condition, at own expense. The ENGINEER shall have complete control over the interpretation of the Plans and Specifications concerning the excavation, moving, placing and disposal of all material and shall determine the suitability of material to be placed in embankments. All material determined unsuitable shall be disposed of in waste areas or as directed. Topsoil shall not be used in fill or in subgrades but shall be handled and placed as directed.
- C. The CONTRACTOR will inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment will be made for any excavated material which is used for purposes other than those designated. All

spoil areas shall be leveled to a uniform line and section and shall present a neat appearance before project acceptance.

- D. Those areas outside of the pavement areas in which the top layer of soil material becomes compacted, due to hauling or to any other activity of the CONTRACTOR, shall be scarified to a depth of 4-inches, as directed, to loosen and pulverize the soil.
- E. If it is necessary to interrupt existing irrigation systems, sewers or under drainage conduits, utilities or similar underground structures, or parts thereof, the CONTRACTOR is responsible for and shall take all necessary precautions to protect and preserve or provide temporary services. When such facilities are encountered, the CONTRACTOR will, at his own expense, satisfactorily repair all damage to such facilities or structures which may result from any of his operations during the period of the contract.

END OF SECTION

SECTION 02210

GRADING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide all labor, materials, necessary equipment, or services to complete the Fine Grading work, as indicated on the drawings, as specified herein or both.

1.2 RELATED WORK

- A. Section 02930 — Sodding

1.3 SITE INSPECTION

- A. The Contractor will visit the site and observe all existing conditions. The Contractor is responsible for subsurface investigations, as necessary, to satisfy requirements of this Section. All subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City.

1.4 EXISTING CONTOURS

- A. The existing grades shown on the drawings are approximate only (within + 2 inches) and the contractor is responsible for grading to meet or restore existing grades as required.
- B. The contours and grades established under contract will be the finished grades shown. The Contractor will perform the work for construction using the finished grades previously established and make whatever corrections and/or repairs to grades to make them consistent with the requirements of the drawings and specifications.
- C. Established finished grades shall be approved by the City for all project areas prior to initiating landscape planting.

1.5 UTILITIES

- A. Locate all existing, active utility lines traversing the site and determine the requirements for their protection. Preserve in operating condition all active utilities adjacent to or traversing the site that are designated to remain.
- B. Observe rules and regulations governing respective utilities in working under requirements of this section. Adequately protect utilities from damage, remove or relocate as indicated, specified, or required. Remove, plug or cap inactive or abandoned utilities encountered in excavation. Record location of active utilities.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION

3.1 EXCAVATION

- A. Excavate where necessary to obtain subgrades, percolation and surface drainage as required.
- B. Materials to be excavated are unclassified.
- C. Remove entirely any existing obstructions after approval by the City.
- D. Remove from site and dispose of debris and excavated material not required.

3.2 GRADING

- A. Establish finished grades as shown on the Plans, and as directed by the City, including areas where other work has disturbed the existing grade.
- B. Finished grading shall be smooth, aesthetically pleasing, drain well and ready to receive sod and other plant material to full satisfaction of City and Owner's Representative.

3.3 COMPACTION

- A. Compact each layer of fill in designated areas with approved equipment to achieve a maximum density at optimum moisture, AASHTO T 180 - latest edition at time of bid.
 - 1. Under landscaped area, compaction shall not exceed 85% of maximum density.
- B. No backfill shall be placed against any masonry or other exposed building surface until permission has been given by the Owner's Representative, and in no case until the masonry has been in place seven days.
- C. Compaction in limited areas shall be obtained using mechanical tampers or approved hand tampers. When hand tampers are used, the materials shall be deposited in layers not more than four inches thick. The hand tampers used shall be suitable for this purpose and shall have a face area of not more than 100 square inches. Special precautions shall be taken to prevent any wedging action against masonry, or other exposed building surfaces.

3.4 CORRECTION OF GRADE

- A. Bring to required grade levels areas where settlement, erosion or other grade changes occur. Adjust grades as required to carry drainage away from buildings and to prevent ponding around the buildings and on pavements.
- B. Remove all rock or objectionable material larger than 2 inch any direction to commencing landscaping.
- C. Contractor is responsible for stabilizing grades by approved methods prior to landscaping, and for correction of grades as mentioned above, and cleanup of any wash outs or erosion.

END OF SECTION

Grading
02210-2

SECTION 02230

BASE COURSES

PART 1 – GENERAL

1.1 DESCRIPTION

A. The work in this section should meet the requirements specified in the FDOT Standard Specifications section 285 and the Contract documents.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials should meet the requirements specified in the FDOT Standard Specifications section 234 (for installation of 4" dense graded asphalt mix), Section 911 (for 12" stabilized subgrade) and the Contract documents.

PART 3 – EXECUTION

3.1 Install materials to meet the requirements specified in the FDOT Standard Specifications section 234 (for installation of 4" dense graded asphalt mix), Section 20012" stabilized subgrade) and the Contract documents.

END OF SECTION

SECTION 02270

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Design, provide, maintain, and remove temporary erosion and sedimentation controls as necessary. Contractor should sequence fill, grading and erosion control mat installation to complete each required area within the same day. This will reduce the need for temporary erosion control.
- B. Temporary erosion controls may include, but are not limited to, mulching, netting, sediment containment systems, inlet protection systems, and watering on-site surfaces
- C. Temporary sedimentation controls include turbidity barriers such as silt fences, floating barriers, and bales shown on the Drawings, which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner and as shown in the Drawings.
- D. Provide effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.2 SUBMITTALS

- A. Submit schedule for temporary erosion and sedimentation control.

PART 2 – PRODUCTS

2.0 EROSION CONTROL

- A. Netting: Fabricated of material acceptable to the Owner or Consultant.

2.1 SEDIMENTATION CONTROL

- A. Silt Fences: Fabricated of material acceptable to Owner or Consultant; Minimum 3- feet high polypropylene.
- B. Inlet Protection: Per FDOT Standard Specifications Section 104 and the FDOT Erosion and Sediment Control Manual.

PART 3 – EXECUTION

3.1 EROSION CONTROL

- A. Mulching shall be in accordance with Section 02950 of these Specifications.
- B. Minimum procedures for mulching and netting are:
 1. Apply mulch loosely to a thickness of between 0.75 inches and 1.5 inches.

2. Apply netting over mulched areas on sloped surfaces.

C. Installation of Coir Mat may be substituted for mulching and netting, with approval from the Consultant and the Owner.

3.2 SEDIMENTATION CONTROL

A. Install and maintain silt fences as specified in the Contract Documents. Barrier shall be installed prior to construction, to trap and collect all fugitive silt. Make all necessary adjustments to prevent any silt from entering waters beyond the barrier.

3.3 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed fail to produce results which comply with the requirements of the Owner, immediately take whatever steps are necessary to correct the deficiency at own expense.

END OF SECTION

SECTION 02276

SURFACE RESTORATION

PART 1 – GENERAL

1.1 REQUIREMENT

- A. The Contractor shall repair landscaped and grassed areas that may be damaged by Contractor activities.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02110: Clearing and Grubbing

1.3 SUBMITTALS

- A. The Contractor shall submit submittals for review in accordance with the Section 01340 entitled “Shop Drawings, Product Data, and Samples”.

1.4 DEFINITIONS

- A. The phrase “DOT Specifications” shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications are referred to herein and are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein in their entirety.

1.5 PROTECTION OF EXISTING IMPROVEMENTS

- A. The Contractor shall be responsible for the protection of all pavements and other improvements within the work area. All damage to such improvements because of the Contractor's operations, beyond the limits of the work of pavement replacement, shall be repaired by the Contractor at its own expense.

1.6 GUARANTEE

- A. The Contractor shall guarantee all trees, ground cover, or shrubs planted or replanted under this Contract for a period of one (1) year beyond acceptance of the project. If any new tree, plant, or shrub dies within the guarantee period, the Contractor shall be responsible for replacement in kind. If a transplanted (reused) tree dies within the guarantee period, the Contractor shall be responsible for replacement in kind, except that the maximum height of any new tree shall be eight (8) feet as measured from the ground surface, once planted, to the top of the tree.

PART 2 - PRODUCTS

2.1 SOD

- A. All sod shall be replaced with the same as was removed or damaged.

2.2 REPLACEMENT TREES, GROUND COVER AND SHRUBS

- A. Replacement trees, ground cover, and shrubs shall be of the same type and size and sound, healthy and vigorous, well branched, and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs, or larvae.

2.3 MULCH

- A. Mulch shall be shredded cypress and shall be clean, fresh, and free of branches and other foreign matter. Mulch shall be used around all shrubs, ground covers, and tree trunks and placed to a minimum depth of three (3) inches extending from the tree trunk outward to the extent of the root ball or a minimum of two (2) feet.

PART 3 -EXECUTION

- A. Pruning: All broken or damaged roots shall be cut off smoothly, and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive.
- B. Maintenance: Maintenance shall begin immediately after each plant is planted and shall continue until all Work under this Contract has been completed and accepted by the Owner. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated, and otherwise maintained and protected. Settled plants shall be reset to proper grade position, planting saucer restored and dead material removed. Guys shall be tightened and repaired.
- C. Defective work shall be corrected as soon as possible after it becomes apparent. Upon completion of planting, the Contractor shall remove excess soil and debris, and repair any damage to structures, etc., resulting from planting operations.

END OF SECTION

SECTION 02500
CONCRETE CURBS AND HEADERS

PART 1 – GENERAL

1.1 DESCRIPTION

A. The work in this section should meet the requirements specified in the FDOT Standard Specifications section 520 and the Contract documents.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials should meet the requirements specified in the FDOT Standard Specifications section 520 and the Contract documents.

PART 3 – EXECUTION

3.1 Install materials to meet the requirements specified in the FDOT Standard Specifications section 520 and the Contract documents.

END OF SECTION

SECTION 02511

SIGNING AND PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SCOPE

- A. The Contractor will supply all labor, equipment, materials, and incidentals necessary to signing and applying pavement markings in accordance with the plans and the following specifications. Work shall adhere to all City of Delray Beach and FDOT Standards.

1.2 REFERENCED SPECIFICATIONS, CODES, AND STANDARDS

- A. Manual of Uniform Control Devices, current version.
- B. FDOT Design Standards, current version
- C. FDOT Standard Specifications for Road and Bridge Construction (Signing – Section 700, Paint – Section 710, and Thermoplastic – Section 711), current version.
- D. Palm Beach County Typical for Pavement Markings, Signing and Geometrics, Current Drawing No. T-P-13
- E. City of Delray Beach Standards and Details, current version.
- F. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs - General:
 - 1. The design and construction of traffic signs shall be in accordance with the following standards:
 - a. FDOT Standard Specifications for Road & Bridge Construction, current version.
 - b. FDOT Design Standards, current version.
 - c. City of Delray Beach Standards
 - 2. All "STOP", "YIELD", and other required signs and street name signs shall be fabricated entirely with High Intensity reflective sheeting. Other signs shall be fabricated using engineering grade materials. Post-mounted signs shall be mounted on single or double steel U-Channel posts. Tubular posts

shall not be used.

3. Shop drawings for special designs for ground sign structures shall be submitted to the City for approval.

B. Pavement Markings – General:

1. The construction of pavement markings shall be in accordance with the following standards:
 - a. FDOT Standard Specifications for Road & Bridge Construction, current version.
 - b. FDOT Design Standards, current version.
 - c. City of Delray Beach Standards
2. RPMs
 - a. Install RPMs in accordance with Design Standards, Index Nos. 17345 and 17352.
 - b. Apply RPMs to the bonding surface using bituminous adhesives only. The Engineer will conduct field testing in accordance with FM 5-566. Correct RPMs not applied in accordance with these requirements at no cost to the Department.
3. Thermoplastic
 - a. Stop bars within the right-of-way to be Alkyd thermoplastic only.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Relocate signage as instructed by Contract documents and place in accordance with FDOT and Delray Beach Standards.
- B. The thermoplastic stop bar shall not be installed on roadway until existing stop bar is removed.
- C. If existing marking material is not compatible with Alkyd thermoplastic, it shall be removed prior to installation of new markings.
- D. Install thermoplastic stop bar 4 feet behind crosswalk or crossing location in accordance with the City of Delray Beach Standards RT 3.2.

END OF SECTION

SECTION 02513

ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Furnish all labor, materials, equipment, and incidentals required and place asphaltic concrete pavement in accordance with the Drawings and as specified herein.

1.2 RELATED WORK

- A. Section 02110: Clearing and Grubbing

1.3 SUBMITTALS

- A. Submit mix design for concurrence.

PART 2-PRODUCTS

2.1 MATERIALS

- A. The limerock base shall consist of grade No. 2 Miami Oolite limerock as specified by the Florida Department of Transportation.
- B. The material used for the prime coat shall conform to the Florida Department of Transportation Specifications for primer to be used on Miami Oolite limerock base.
- C. Bituminous material for tack coat shall meet the standard specifications of the Florida Department of Transportation for the grade used and may be any suitable grade of R.C. (rapid curing cut back liquid asphalt)
- D. The materials of the asphaltic concrete surface shall conform with applicable sections of Florida Department of Transportation Specifications for Asphaltic Concrete Surface Course with the following EXCEPTION: Recycled asphalt may not be used.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The subgrade preparation shall comply with the requirements of Section 160 of the Florida Department of Transportation Specifications. All soft and yielding material and other portions of the subgrade which will not compact readily shall be removed and replaced with suitable material and the whole subgrade brought to line and grade and to a foundation of uniform compaction and supporting power. The cost of removing and replacing unsuitable material shall be included in the bid for the paving.
- B. The top 8 inches of the subgrade, in both cut and fill sections, shall be compacted

to a density of not less than 98 percent of the maximum density as determined by the AASHTO Method T-180. If shown on the Drawings, compact subgrade to a Florida Bearing Value of 75 psi. Unless the subgrade material at the time of compacting contains sufficient moisture to permit proper compaction it shall be moistened as necessary and then compacted. Subgrade material containing excess moisture shall be permitted to dry to the proper consistency before being compacted. The subgrade shall be shaped prior to making the density tests. The required density shall be maintained until the base or pavement has been laid or until the aggregate materials for the base or pavement course have been spread in place.

- C. The minimum compacted thickness of the limerock base shall be 12 inches applied in three layers of equal depth unless otherwise shown on the Drawings. The width of the limerock base shall be 3 feet wider than the pavement, 1-1/2 ft. on each side.
- D. Before the prime coat is applied, all loose material, dust, dirt, or other foreign material which might prevent bond with existing surface shall be moved to the shoulders to the full width of the base by means of revolving brooms, mechanical sweepers, blowers, supplemented by hand sweeping or other approved methods. The glazed finish shall have been removed from the base. The prime coat shall be applied by a pressure distributor so that approximately 0.1 gallons per square yard is applied uniformly and thoroughly to a clean surface.
- E. Prior to the application of the surface course, all loose material, dust, dirt, and all foreign material which might prevent proper bond with the existing surface shall be removed to the full width of the repair by means of approved mechanical sweepers and supplemented by hand sweeping if required.
- F. Apply bituminous tack coat at a rate between 0.02 and 0.10 gallons per square yard. Bituminous material shall be heated as per manufacturers' recommendations.
- G. All manhole castings, valve boxes or other utility castings within the area to be surfaced shall be adjusted to the proposed surface elevation by the Contractor. The work shall be accomplished in such a manner as to leave the casting fixed permanently in its correct position.
- H. Provide a milled surface with a reasonably uniform texture, within 1/4 inch of a true profile grade, and with no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Ensure the variation of the longitudinal joint between multiple cut areas does not exceed 1/4 inch. The Engineer may accept areas varying from a true surface in excess of the above stated tolerance without correction if the Engineer determines they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile, as determined by the Engineer, at no cost to the Department. The Engineer may require remilling of any area where a surface lamination causes a nonuniform texture to occur.

3.2 PAVEMENT REPAIR

- A. All damage to pavement as a result of the work (construction or maintenance)
Asphaltic Concrete Paving
02513-2

under this contract shall be repaired per the plans and specifications at the Contractor's cost. Pavement shall be repaired to match the original surface material and original grade; however, the asphalt concrete thickness shall not be less than 1 inch. The repair shall include the preparation of the subgrade, the placing and compacting of the limerock base, the preparation and priming of the base, the placing and maintaining of the surface treatment, all as specified herein and as shown on the Drawings.

- B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage or as shown on the Drawings. The edge of the pavement to be left in place shall be saw cut to a true edge and should provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.3 TESTING

- A. The Contractor shall have and pay for density, soil bearing, materials and such other tests performed as it may deem necessary. The Contractor shall fully cooperate with the testing agency. Should any test indicate that any portion of the materials or workmanship does not comply with these Specifications; a retest shall be performed at the Contractors expense. If the retest confirms the first test, that portion of the work shall be removed and replaced or reworked at no additional cost to the Owner until satisfactory compliance is attained.

END OF SECTION

SECTION 02514

MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work Included: The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the surface of the finished pavement, to lower the finished grade adjacent to existing or proposed curb prior to resurfacing, or to completely remove existing pavement.
- B. The finish grade, after resurfacing, will be specified in the plans.
- C. Unless otherwise specified, the milled material becomes the property of the Contractor.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

PART 2 - EQUIPMENT

2.01 DESCRIPTION

- A. The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the plans and specifications. The minimum cutting width shall be six feet.
- B. The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.
- C. Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.
- D. When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.
- E. The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.
- F. For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

PART 3 - EXECUTION

3.01 CONSTRUCTION

A. When milling to improve the evenness on asphalt that has not been disturbed by construction activities, the existing pavement shall be removed to the average depth specified in the plans. In the event the existing asphalt is found to be less than 1-1/2-inch thick, the contractor shall coordinate with the City for the required mill/overlay depth.

All asphalt trench repairs shall be repaired with no less than the minimum asphalt thickness shown on the plans. Unless an even temporary asphalt surface course is required by the City, the trench repair asphalt elevation may be installed up to $\frac{3}{4}$ -inch lower than the adjacent undisturbed roadway elevation as a temporary condition. When milling over a repaired trench, the mill depth shall be such that no less than $\frac{3}{4}$ -inch of repaired asphalt remains.

All milling and resurfacing on the project shall be performed in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Contractor may make use of a stringline to ensure maintaining the proper alignment.

B. The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross slope controls where the situation warrants such action.

C. The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

D. The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Prewetting of the pavement will be required.

E. If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface. The Contractor will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

F. Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution. Temporary traffic markings will be placed in order to maintain safe traffic control.

G. Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

H. In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of

removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the work.

- I. The Contractor is to prevent the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations.
- J. This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates.

3.02 FINAL SURFACE CONDITIONS

- A. The milled surface shall have a reasonably uniform texture and shall be within $\frac{1}{4}$ inch of a true profile grade and shall have no deviation in excess of $\frac{1}{4}$ inch from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed $\frac{1}{4}$ inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operation. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.
- B. The Engineer may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

END OF SECTION

SECTION 02515
ARCHITECTURAL PAVERS

PART 1 – GENERAL

1.1 SUMMARY

1.2 SYSTEM DESCRIPTION

- A. Paving and Setting Bed: To accommodate pedestrian traffic.
- A. Section Includes:
 - 1. Brick pavers.
 - 2. Sand setting bed.
 - 3. Sand joints.
 - 4. Accessories.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate layout of pavers, curbs, control joints, expansion joints, elevations, and affected adjacent construction.
- B. Product Data: Reuse existing (undamaged) brick paver removed from curb ramps.
- C. Samples: Submit five sample pavers units illustrating color, surface finish, and texture.
- D. Manufacturer's Installation Instructions: Submit substrate requirements, installation methods, and finishing requirements.

1.4 SUSTAINABLE DESIGN SUBMITTALS

- A. Manufacturer's Certificate: Certify products meet or exceed specified sustainable design requirements.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with City of Delray Beach Engineering Standards.

PART 2 – PRODUCTS

BRICK PAVERS

- A. Furnish materials in accordance with City of Delray Beach Engineering Standards.
- b. Pavers: ASTM C902, Weather Class SX, Traffic Type I, Application PS, to the following characteristics:

1. Size: Match existing.
2. Color: Match existing.
3. Exposed Surface Texture: Match existing.

2.2 SAND BED AND JOINT MATERIALS

- A. Sand for Setting Bed: 1-1/2" sand bedding
- B. 4" dense-graded asphalt mix
- C. 6" Limerock base compacted to 98% per AASHTO T-180
- D. 12" compacted subgrade compacted to 98% per AASHTO T-180

2.3 ACCESSORIES

- A. Border: 8" soldier coarse.
- B. Curbs: Type F curb and gutter.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify substrate is level or to correct gradient, smooth, capable of supporting pavers and imposed loads, and ready to receive Work of this section.

3.2 PREPARATION

- A. Treat soil with herbicide to retard plant growth.

3.3 INSTALLATION - SAND SETTING BED

- A. Install Work in accordance with City of Delray Beach Engineering Standards.

END OF SECTION

SECTION 02580

DETECTABLE WARNING

PART 1 – GENERAL

1.1 DESCRIPTION

A. The work in this section should meet the requirements specified in the FDOT Standard Specifications section 527 and the Contract documents.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials should meet the requirements specified in the FDOT Standard Specifications section 527 and the Contract documents.

PART 3 – EXECUTION

3.1 Install materials to meet the requirements specified in the FDOT Standard Specifications section 527 and the Contract documents.

END OF SECTION

SECTION 02710

SUBDRAINAGE SYSTEMS

PART 2 GENERAL

2.1 SUMMARY

A. Section Includes:

1. Edge Drain.

SUBMITTALS

B. Product Data: Submit data on pipe drainage products, pipe accessories, and edge drain.

2.2 SUSTAINABLE DESIGN SUBMITTALS

2.3 QUALITY ASSURANCE

A. Perform work in accordance with Florida Department of Transportation Design Standards index 287.

PART 3 PRODUCTS

A. NOT USED

PART 4 EXECUTION

4.1 EXAMINATION AND PREPARATION

A. Verify excavation base is ready to receive work.

4.2 INSTALLATION

A. Place pipe with perforations facing down. Mechanically join pipe ends.

B. Lay pipe to slope gradients noted on Drawings with maximum variation from indicated slope of 1/8 inch.

C. Install coarse aggregate at sides, over joint **[covers]** and top of pipe. Install top cover compacted thickness of 12 inches.

D. Place filter fabric over leveled top surface of aggregate cover prior to subsequent backfilling operations.

E. Connect to storm sewer system with unperforated pipe couplings [through installed sleeves].

END OF SECTION

SECTION 02760

STAMPED PATTERN CONCRETE PAVEMENT

PART 1 – GENERAL

1.1 Description

A. The work in this section should meet the requirements specified in the FDOT Standard Specifications and the Contract documents.

PART 2 – PRODUCTS

2.1 Materials

A. Meet the following requirements:

1. Concrete, Class I or Class I (Pavement).....Section 346
2. Grinding Concrete PavementSection 352
3. Curing MaterialsSection 925
4. Embedded Items.....Section 931
5. Joint SealSection 932

B. For concrete pavement placed using the slip-form method of construction, utilize Concrete Class I (Pavement). For concrete pavement placed by hand in constructed forms, utilize Concrete Class I or Concrete Class I (Pavement). LOT size for the use of either material shall be as stated in Section 346 for Concrete Class I (Pavement).

C. Add coloring agents to the concrete mix in accordance with the manufacturer's recommendations. Use a mineral oxide containing no calcium chloride. Use only non-fading, finely ground synthetic coloring agents that are lime proof and UV resistant. The mineral oxide must closely match the Federal Standard 595C Color number shown in the Plans and conform to the requirements of ACI 303.1, ASTM C979, and ASTM C494. Submit to the Engineer a certificate from the manufacturer attesting that the color agents meet the requirements of this Sub article.

PART 3 - EXECUTION

3.1 Subgrade

A. Ensure that the subgrade is within two percent of the optimum moisture content while placing the concrete. Uniformly apply water ahead of the paving operations, as directed by the Engineer.

B. Do not allow vehicles to travel on the prepared subgrade between the subgrade trimming machine and the paving operations unless specifically authorized

- C. Remove material planed from the subgrade before placing any concrete. The Engineer may waive the use of the planer for small or isolated areas or any areas where its use would be impracticable.

3.2 Setting Forms

- A. Fill any subgrade that is below the established grade at the form line to grade with granular material, in lifts of 1/2 inch or less, for 18 inches on each side of the pavement edge, and thoroughly compact the material. As an exception, when placing forms on a cement-treated subgrade, the Contractor may use wedging, if the wedging system used adequately supports the forms without causing detrimental deflection under the weight of the paving equipment.
- B. Thoroughly clean the forms after each use and before placing concrete against them. Apply a release agent in accordance with the manufacturer's recommendations

3.3 Placing Concrete

- A. Distribute the concrete on the subgrade to such depth that, when it is consolidated and finished, the slab thickness required by the Plans will be obtained at all points. The surface will at no point be below the grade specified for the finished surface. Place the concrete on the subgrade in a manner which will require as little rehandling as possible.
- B. Place concrete as near to expansion and contraction joint assemblies as possible without disturbing them. Ensure that workers do not walk in the freshly placed concrete with their boots or shoes coated with earth or other deleterious substances
- C. Immediately after placing the concrete, strike-off, consolidate, and finish it to produce a finished pavement in accordance with the cross-section, width, and surface finish required by the Contract Documents.
- D. If any uncontrolled cracks appear during the life of the Contract, remove, and replace the cracked concrete at no expense to the Department.
- E. All manhole castings, valve boxes or other utility castings within the area to be surfaced shall be adjusted to the proposed surface elevation by the Contractor. The work shall be accomplished in such a manner as to leave the casting fixed permanently in its correct position.

END OF SECTION

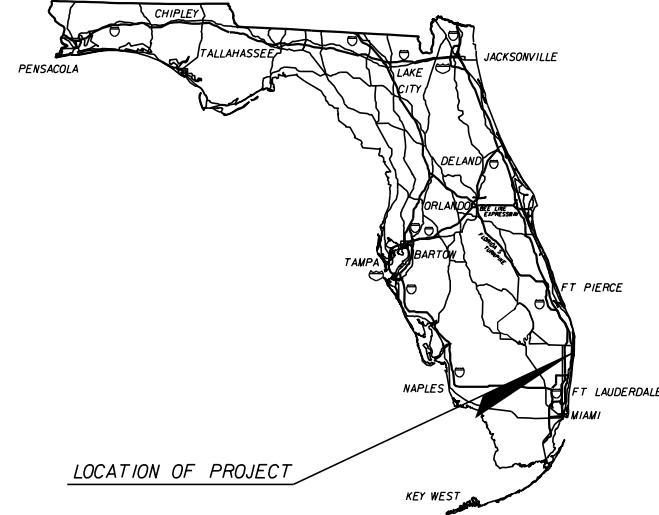
COMPONENTS OF
CONTRACT PLANS SET

ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	EXISTING SURVEY - VENETIAN DRIVE
4	EXISTING SURVEY - GLEASON STREET
5	ROADWAY PLAN - VENETIAN DRIVE
6	ROADWAY PLAN - GLEASON STREET
7	SPECIAL DETAILS
8 - 9	STORM WATER POLLUTION PREVENTION PLAN

EAST ATLANTIC AVENUE (SR 806) CROSSWALK IMPROVEMENTS CITY OF DELRAY BEACH PALM BEACH COUNTY FLORIDA



LOCATION OF PROJECT

SR 806 (ATLANTIC AVENUE) AT VENETIAN DRIVE SR 806 (ATLANTIC AVENUE) AT GLEASON STREET

Project No. 14-008

Mayor
Vice-Mayor
Deputy Vice-Mayor
Commissioner
Commissioner
City Manager

Cary Glickstein
Jim Chard
Shirley Johnson
Shelley Petrolia
Mitch Katz
Mark Lauzier

CRA Chair
CRA Vice Chair
CRA First Vice Chair
CRA Treasurer
CRA Board Member
CRA Board Member
CRA Board Member
Legal

Annette Gray
Cathy Balestriere
Dedrick D. Straghn
Daniel Rose
Reginald A. Cox
Morris Carstarphen
Allen Zeller
Goren, Chero, Doody and Ezrol

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

KIMLEY-HORN AND ASSOCIATES, INC.
MARWAN MUFLEH, P.E.
SUITE 100
1690 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445

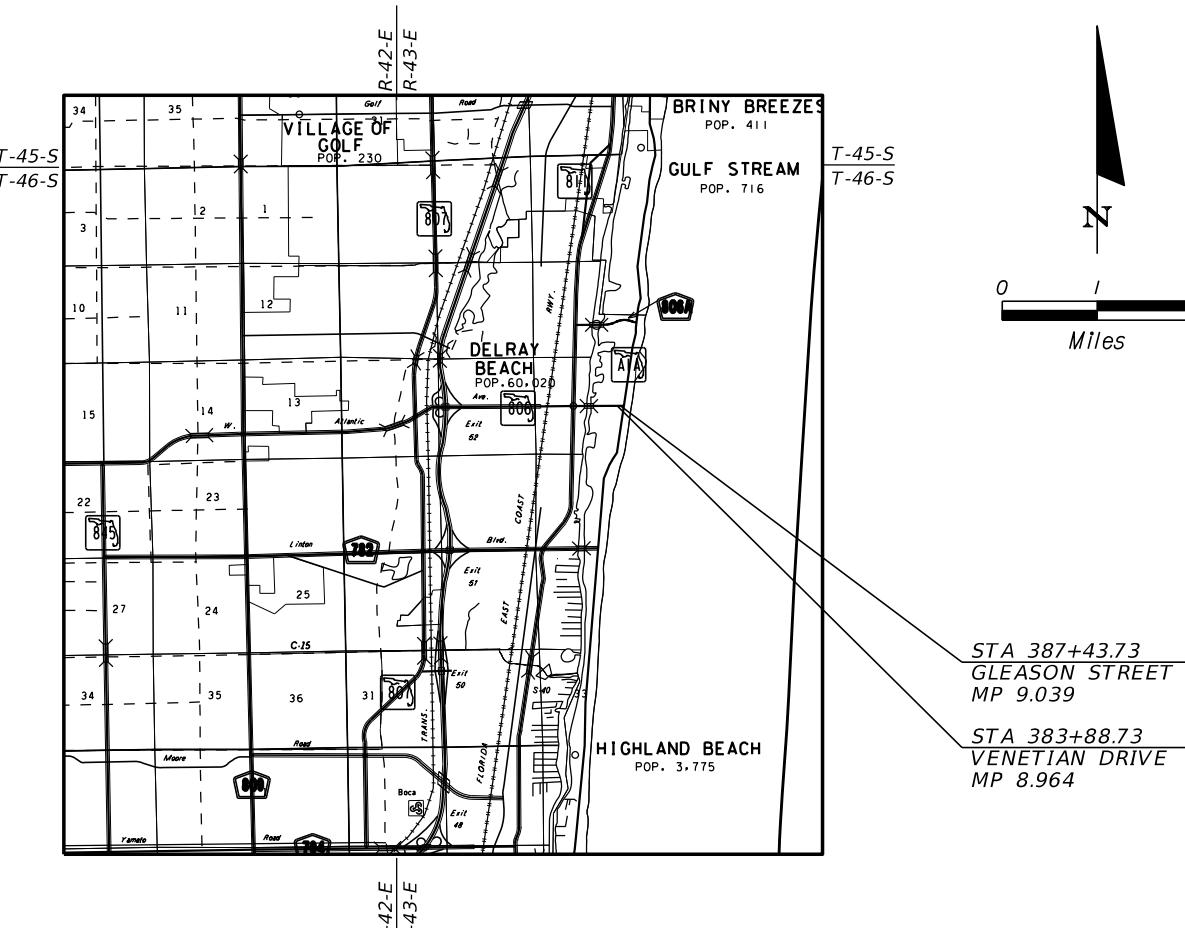
PLANS PREPARED BY:

KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
SUITE 100
1690 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445
PHONE (561) 330-2345
FAX (561) 330-2245
CONTRACT NO. C-8R82
VENDOR NUMBER: F560885615-001
CERTIFICATE OF AUTHORIZATION NO. 696

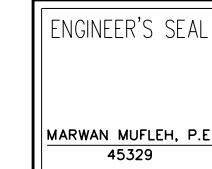
NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: MARWAN MUFLEH, P.E.

P.E. NO. 45329



DESIGN SPEED 35 MPH
POSTED SPEED 25 MPH



KEY SHEET

PROJECT NO.
14-008
SHEET NO.
1
FILE ID.

GENERAL NOTES

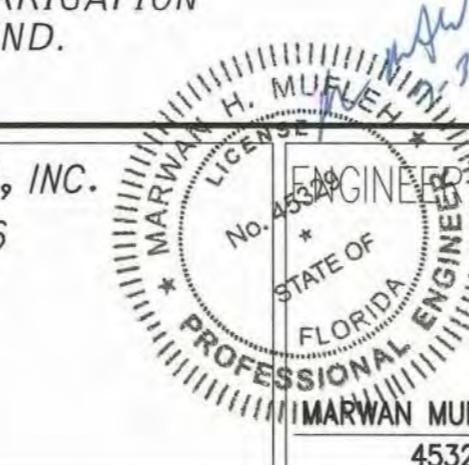
1. ALL ELEVATIONS ARE REFERENCED FROM THE 1929 NGVD DATUM.
2. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA. THE ENGINEER SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE AT (954) 777-2287.
3. ALL STATION AND OFFSETS ARE FROM THE B SURVEY SR 806 (ATLANTIC AVENUE).
4. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THE PROJECT WITH THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR AT (954) 777-4665.
5. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL CONTACT THE PBC TRAFFIC OPERATIONS SUPERINTENDENT, (561) 233-3900, TO INFORM THEM OF CONSTRUCTION OPERATIONS.
6. THE CONTRACTOR IS ADVISED THAT SR A1A IS IN AN AREA OF RESTRICTIVE LIGHTING. NO BEACH ILLUMINATION WILL BE PERMITTED DURING SEA TURTLE NESTING SEASON (MARCH 1 THROUGH OCTOBER 31). SHOULD NIGHT CONSTRUCTION BE NECESSARY DURING THOSE MONTHS, PLEASE CONTACT THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR (DCEC) AT (954) 777-4665 TO ENSURE THAT TEMPORARY LIGHTING WILL NOT IMPACT SEA TURTLE NESTING.
7. AS PART OF AN FDOT CONSTRUCTION PROJECT, ANY PRIVATELY OWNED IRRIGATION SYSTEMS FOUND INSIDE FDOT RIGHT-OF-WAY SHALL BE CAPPED BY THE CONTRACTOR WHERE THIS SYSTEM IS IMPACTED BY THE PROJECT CONSTRUCTION LIMITS, AS DIRECTED BY FDOT PROJECT ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ADJACENT PROPERTY OWNERS AT LEAST 30 DAYS IN ADVANCE, WHERE THE IRRIGATION SYSTEMS ARE FOUND TO ENSURE ALL SALVAGEABLE MATERIAL CAN BE RETRIEVED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION. IT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO REPAIR, CONSTRUCT OR REPLACE THE IRRIGATION SYSTEMS WITHIN FDOT RIGHT-OF-WAY CAPPED OR DAMAGED DURING THE CONSTRUCTION OPERATIONS.
8. ALL EROSION CONTROL MEASURES SHALL BE REMOVED WHEN THEY ARE NO LONGER NEEDED OR WHEN DIRECTED BY THE ENGINEER.
9. CONTRACTOR SHALL SUBMIT A DETAILED MAINTENANCE OF TRAFFIC PLAN TO FDOT FOR THEIR APPROVAL FOUR WEEKS PRIOR TO COMMENCEMENT OF CONSTRUCTION. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FLORIDA D.O.T. STANDARDS, ESPECIALLY INDEX NO. 600 SERIES OF THE DESIGN STANDARDS AND THE CURRENT EDITION OF "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES." NO FULL ROAD CLOSURES WILL BE PERMITTED ON ATLANTIC AVE. CONTRACTOR SHALL MAINTAIN ONE LANE OF TRAFFIC IN EACH DIRECTION ON ATLANTIC AVE. TEMPORARY ROAD CLOSURE OF SIDE STREETS MAYBE ALLOWED FOR SHORT PERIODS OF TIME WITH ENGINEERS APPROVAL. CONTRACTOR SHALL SUBMIT A DETAILED DETOUR PLAN SHOWING ALL PROPOSED SIGNS FOR ENGINEER'S APPROVAL AT LEAST FOUR WEEKS PRIOR TO START OF ROAD CLOSURE. CONTRACTOR MUST COORDINATE ALL TRAFFIC CHANGES WITH POLICE AND FIRE DEPARTMENTS. INSIDE LANE WORK / CLOSURES SHALL COMPLY WITH FDOT STANDARD INDEX NO. 615.
10. ALL RAMPS SHALL RECEIVE TRUNCATED DOMES PER FDOT INDEX 304.
11. MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL COMPLY WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARD INDEX (600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SPECIAL ATTENTION WILL BE GIVEN TO FDOT DESIGN STANDARD INDEX 611, 612, 613, AND 660.
12. PAVEMENT MARKINGS SHALL BE THERMOPLASTIC INSTALLED PER FDOT DESIGN STANDARD INDEX 17346. RAISED PAVEMENT MARKINGS (RPM'S) SHALL CONFORM TO FDOT DESIGN STANDARD INDEX 17352.
13. IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE DEPARTMENT PRIOR TO USAGE.
14. PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE W/ FLORIDA DEPARTMENT OF TRANSPORTATION'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
15. DURING THE REMOVAL/INSTALLATION OF ANY CURB AND GUTTER SECTION, THE PERMITTEE WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ABUTTING ASPHALT. THE DAMAGED ASPHALT REPAIR WILL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND/OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
16. PERMITTEE SHALL PROVIDE THE PRODUCER'S CERTIFICATION (DELIVERY TICKET) FOR THE NS CONCRETE-2500 PSI (USED FOR SIDEWALK, CURB & GUTTER, DITCH PAVEMENT AND TRAFFIC SEPARATOR) PRIOR TO FINAL ACCEPTANCE BY THE DEPARTMENT. THE DELIVERY TICKET SHALL CERTIFY THE CONCRETE WAS BATCHED, DELIVERED AND PLACED IN ACCORDANCE WITH SECTION 347 OF THE DEPARTMENT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).
17. RESTRICTED HOURS OF OPERATION WILL BE FROM 9:00AM TO 3:30 PM, (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE.
18. PERMITTEE WILL COORDINATE ALL WORK WITH DAVID MOORE OF BROADSPECTURM AT 954-317-8044, MOORE@TRANSFIELDSERVICES.COM. COORDINATION WILL INCLUDE A PRE-CONSTRUCTION MEETING.
19. ALL PUBLIC SIDEWALK CURB RAMPS WILL MEET THE ROADWAY & TRAFFIC DESIGN STANDARDS (CURRENT EDITION) INDEX NUMBER 304 CURB/RAMP INSPECTIONS (S) REQUIRED PRIOR TO INSTALLATION OF CONCRETE.
20. PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
21. PERMITTEE WILL PROVIDE THE DEPARTMENT WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.
22. REMOVAL/INSTALLATION OF SIDEWALK WILL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 310.
23. PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523. ONLINE REFERENCE: [HTTP://WWW.DOT.STATE.FL.US/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS/JANUARY2016/FILES/523-116.PDF](http://WWW.DOT.STATE.FL.US/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS/JANUARY2016/FILES/523-116.PDF).
24. CONTRACTOR SHALL AVOID ANY IMPACT TO EXISTING LANDSCAPING AND IRRIGATION AND MUST KEEP EXISTING IRRIGATION IN OPERATION AT ALL TIMES. ANY DAMAGE TO EXISTING LANDSCAPING OR IRRIGATION SHALL BE REPLACED IN KIND.

FDOT GENERAL NOTES

1. PRIOR TO ANY CONSTRUCTION, COORDINATE WITH FDOT TRAFFIC OPERATIONS AT 954-777-4079.
2. PERMITTEE WILL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-8 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION) PRIOR TO FINAL ACCEPTANCE BY THE F.D.O.T.
3. SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD INDEX 105 AND SECTIONS 162, 981, 982, 983, 987 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.
4. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS WITHIN THE FDOT R/W, AS DETERMINED BY THE F.D.O.T., SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE CONTRACTOR, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DOT, INCLUDING ASPHALT MILLINGS.
5. PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE F.D.O.T. (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK



KIMLEY-HORN AND ASSOCIATES, INC.
Certificate Of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445



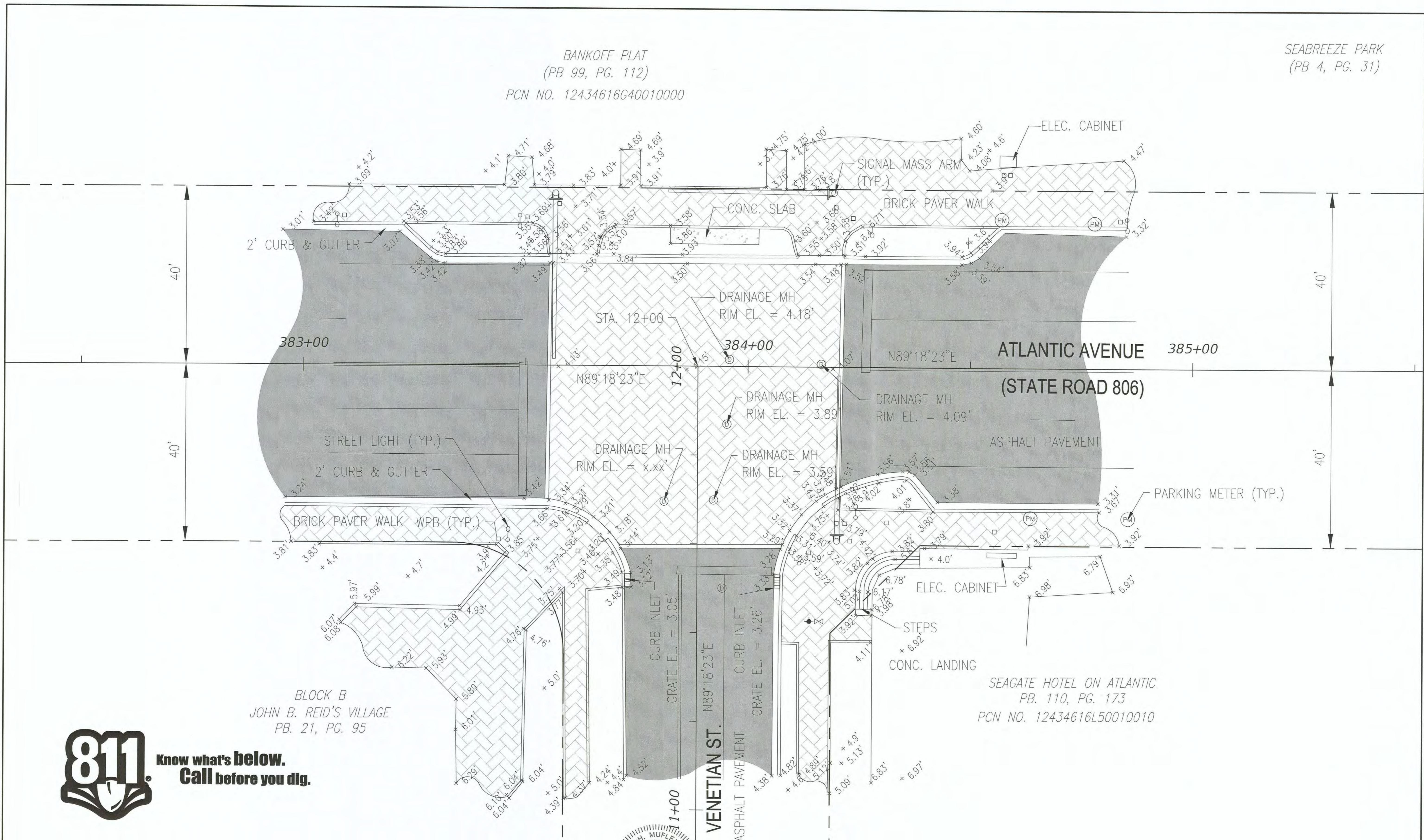
DESIGNED BY	G. NG			
DRAWN BY	S. BUKOVICH			
CHECKED BY	S. ORR			
DATE	REVISION	DATE	DESCRIPTION	BY

GENERAL NOTES

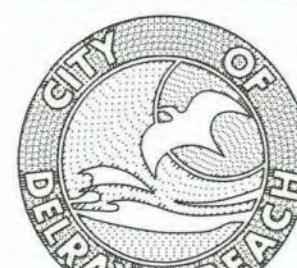
PROJECT NO.	14-008
SHEET NO.	2
FILE ID.	

BANKOFF PLAT
(PB 99, PG. 112)
PCN NO. 12434616G40010

SEABREEZE PARK
(PB 4, PG. 31)



**Know what's below.
Call before you dig**



CITY of DELRAY BEACH

ENVIRONMENTAL SERVICES DEPARTMENT

KIMLEY-HORN AND ASSOC.
Certificate Of Authorization
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Ave
Delray Beach, Florida 33445

STATE OF NEW YORK
LICENSE NO. 15329

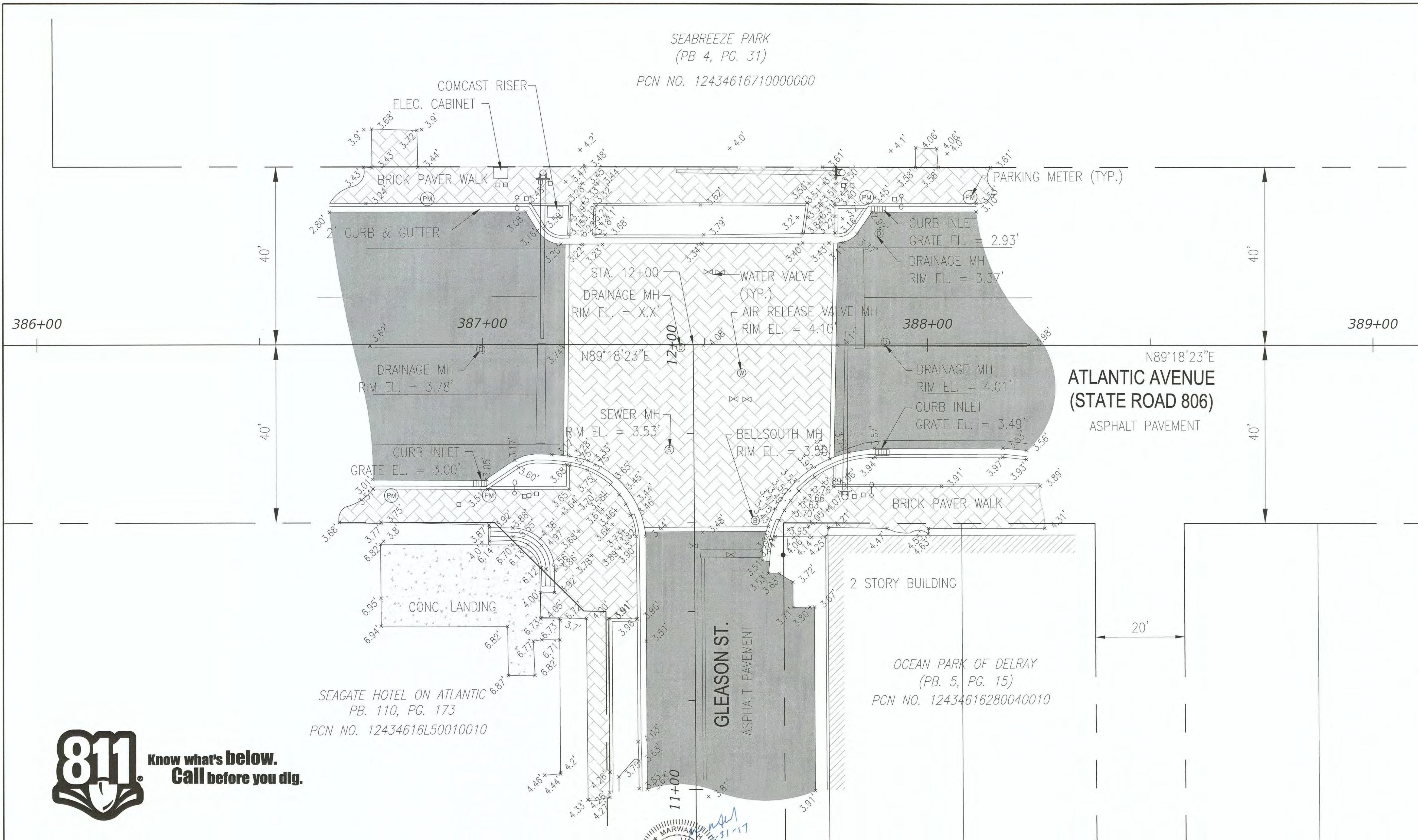
ENGINEER
MARWAN M
15

EXISTING SURVEY VENETIAN DRIVE

PROJECT NO.
14-008

SHEET NO.
3

FILE ID.

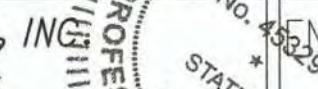


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**CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444**

KIMLEY-HORN AND ASSOCIATES, INC.
Certificate Of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445



NO. 45329
PROFESSIONAL ENGINEER
FLORIDA
STATE OF
MARWAN MU
45329

A circular Florida Professional Engineer license stamp. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "FLORIDA" at the bottom. The inner circle contains "MARWAN M. AL-MUHANDIS" at the top, "LICENSE NO. 4329" in the center, and "STATE OF FLORIDA" at the bottom. The date "10/696" is stamped at the bottom of the inner circle. The stamp is signed "MARWAN M. AL-MUHANDIS" in blue ink across the top.

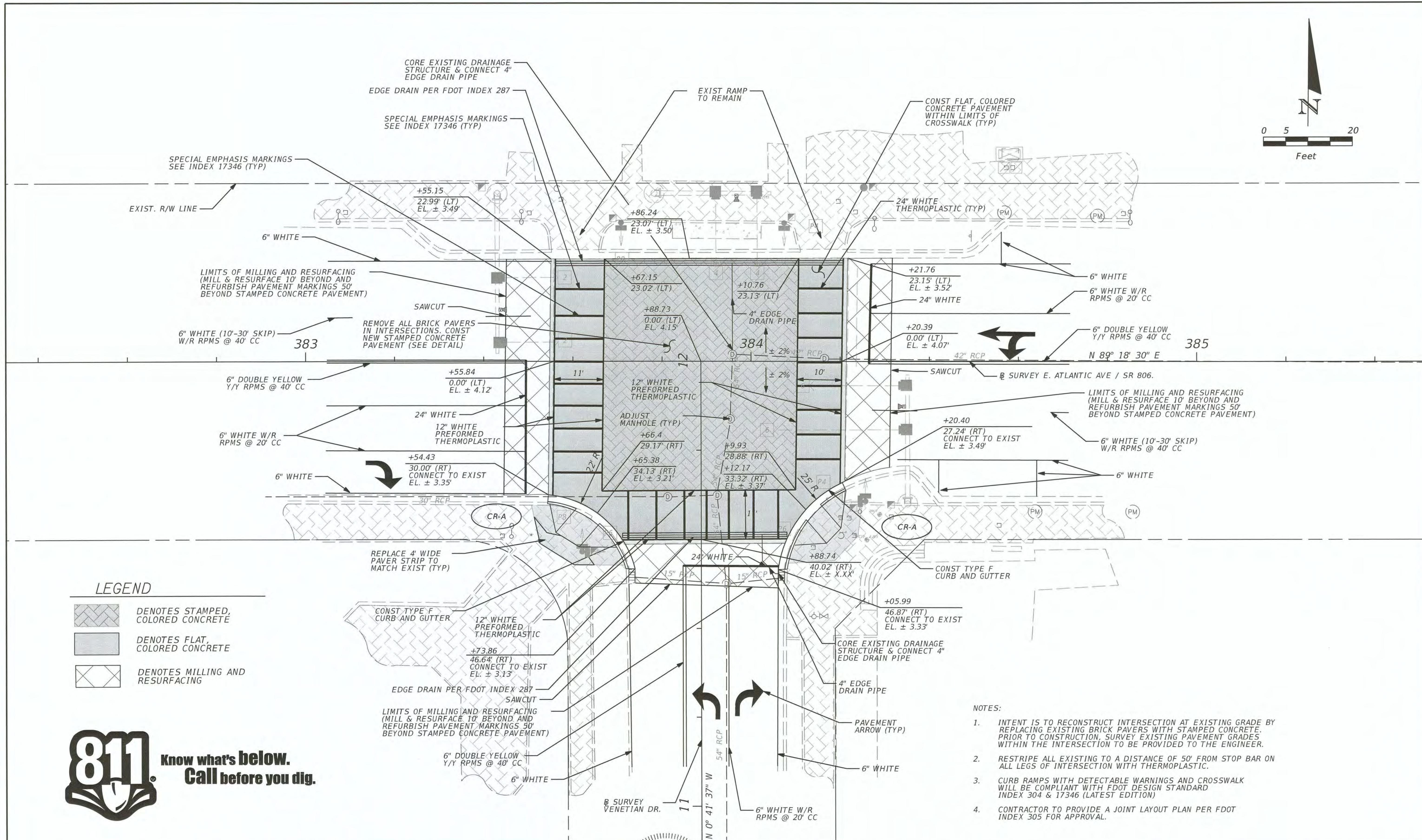
DESIGNED BY	G. NG			
DRAWN BY	S. BUKOVICH			
CHECKED BY	S. ORR			
DATE		REVISION	DATE	DESCRIPTION
				BY

EXISTING SURVEY
GLEASON STREET

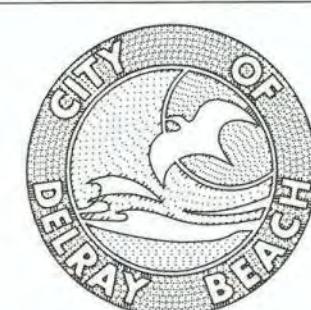
PROJECT NO.
14-008

SHEET NO.
4

FILE ID.



Know what's below.
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**CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33446
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com**

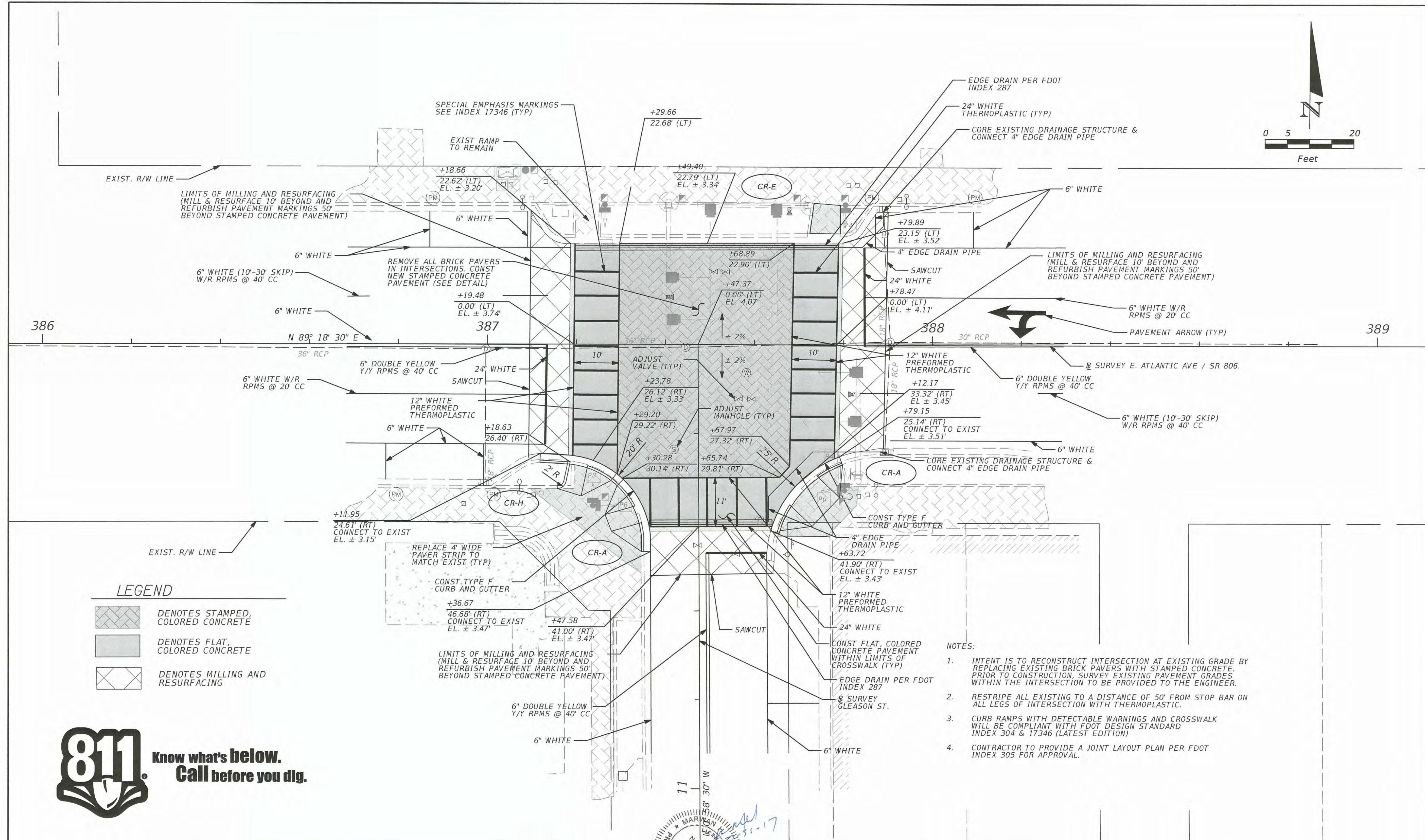
KIMLEY-HORN AND ASSOCIATES, INC.
Certificate Of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445



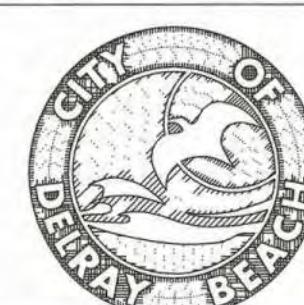
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	DRAWN BY	S. BUKOVICH				
	CHECKED BY	J. SUMISLASKI				
DATE	REVISION	DATE	DESCRIPTION			BY

ROADWAY PLAN VENETIAN DRIVE

PROJECT NO.	14-008
SHEET NO.	5
FILE ID.	

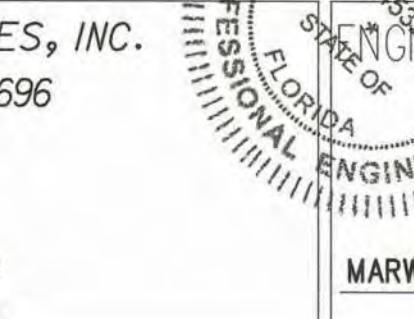


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**CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT**

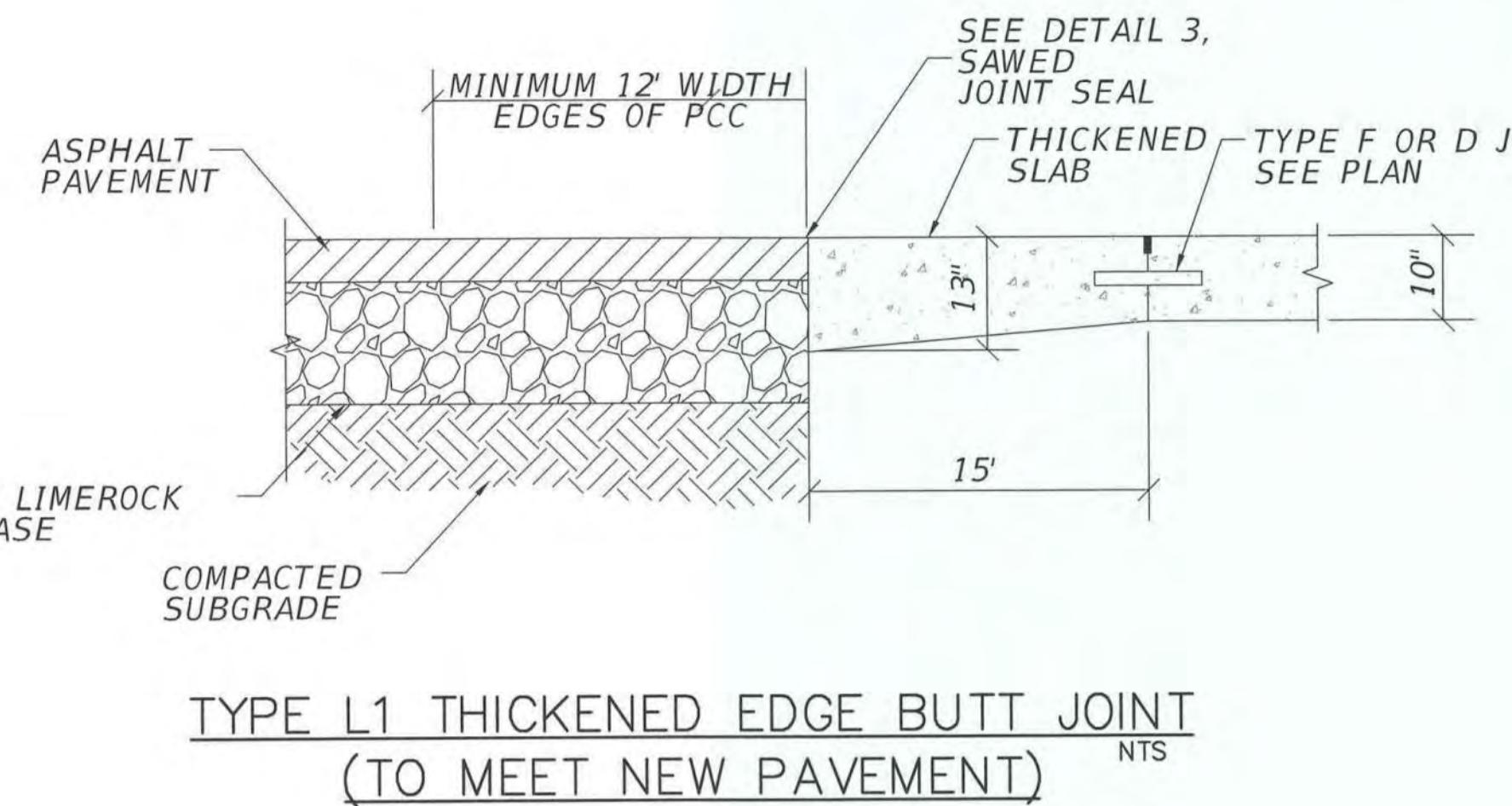
KIMLEY-HORN AND ASSOCIATES
Certificate Of Authorization No.
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445



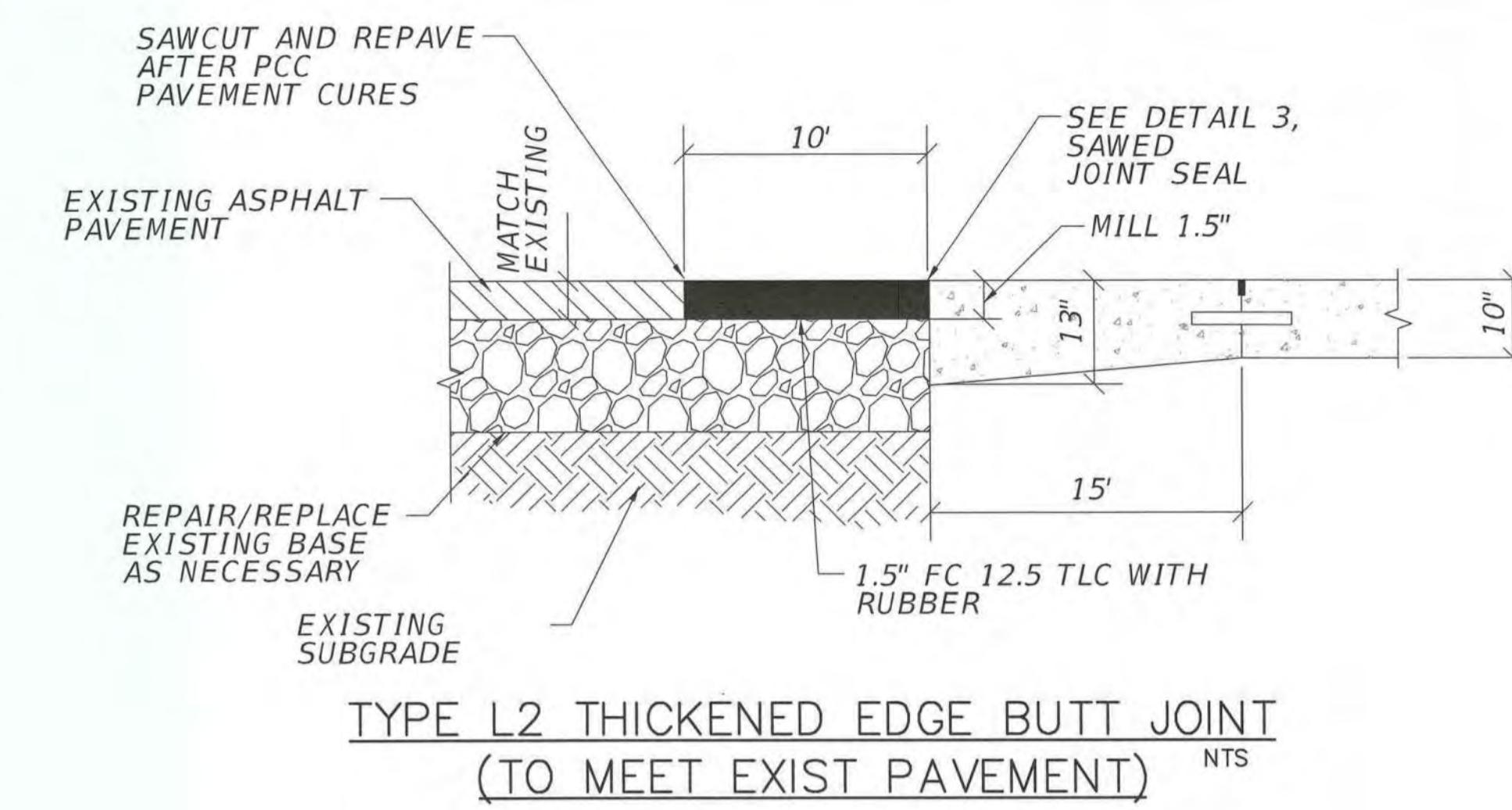
	DESIGNED BY
	DRAWN BY
CHECKED BY	
DATE	

ROADWAY PLAN
GLEASON STREET

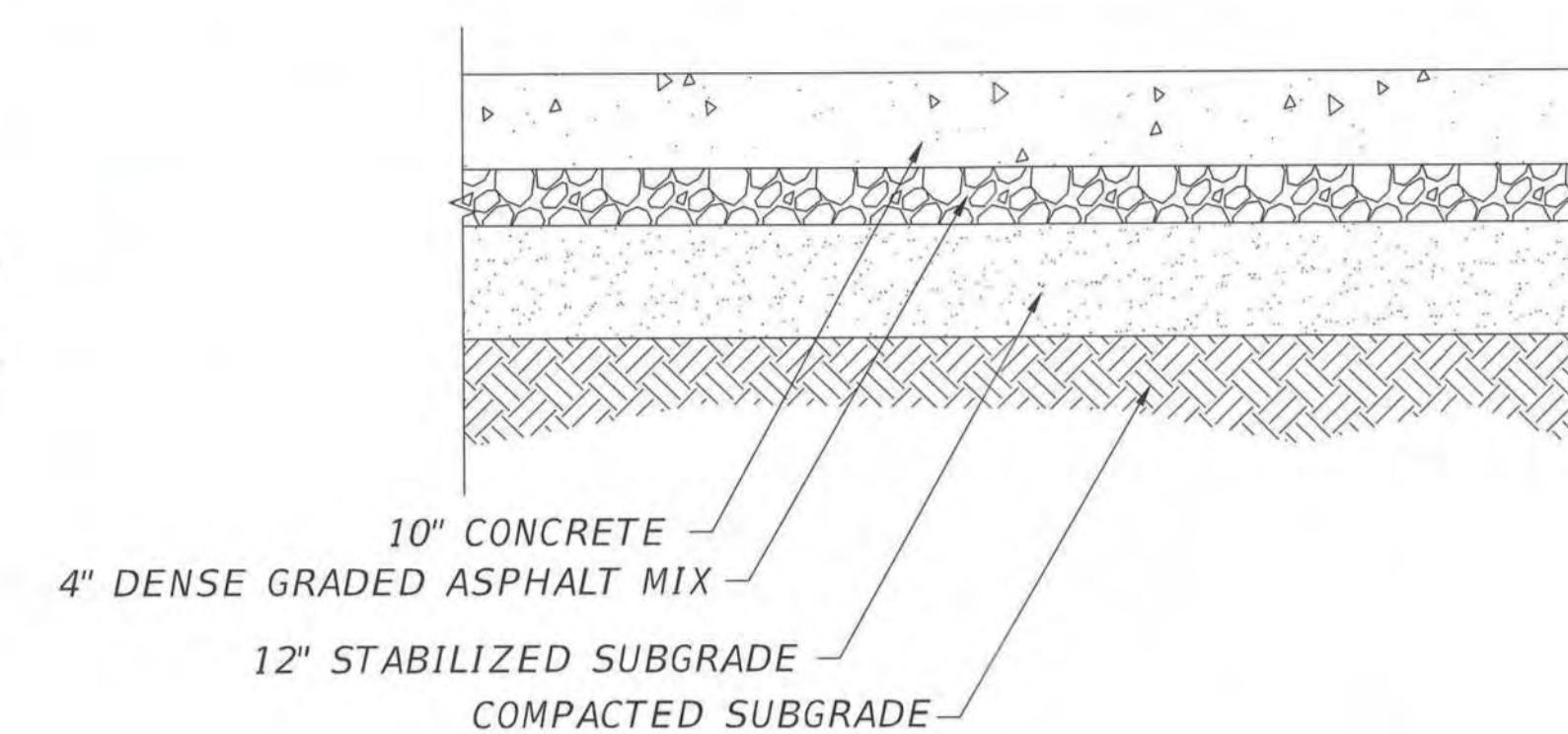
PROJECT NO.	14-008
SHEET NO.	6
FILE ID	



TYPE L1 THICKENED EDGE BUTT JOINT
(TO MEET NEW PAVEMENT) ^{NTS}

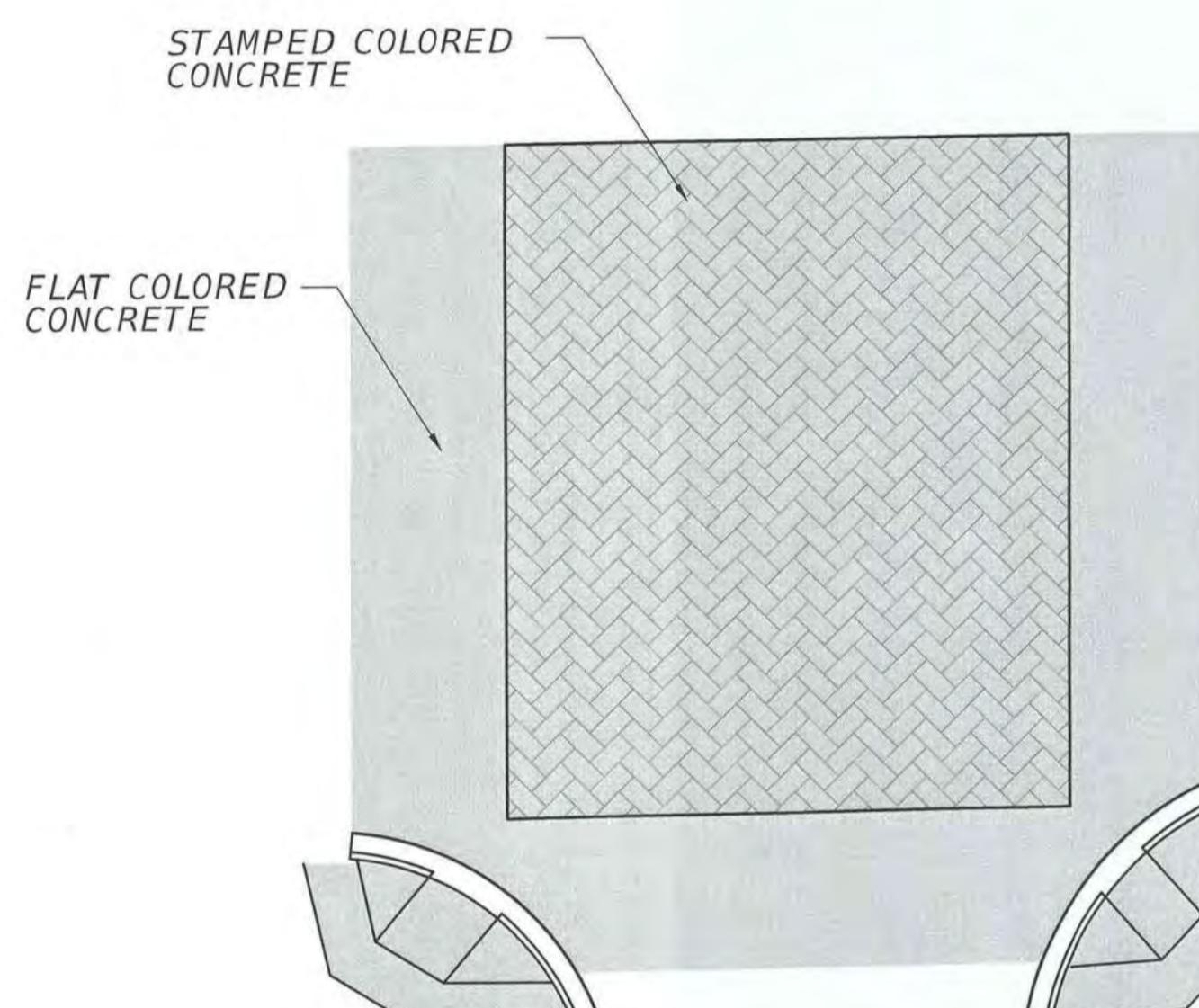


TYPE L2 THICKENED EDGE BUTT JOINT
(TO MEET EXIST PAVEMENT) ^{NTS}



CONCRETE TYPICAL SECTION
^{NTS}

NOTE: PROVIDE CONCRETE JOINTS IN ACCORDANCE WITH FDOT INDEX 305



CONCRETE PAVEMENT INTERSECTION DETAIL
^{NTS}

CONCRETE PAVEMENT NOTES

1. STAMPED CONCRETE WILL BE 45° HERRINGBONE RED. FLAT COLORED CONCRETE PAVEMENT WILL BE THE COLOR RED. APPLY COLOR-MATCHED RELEASE AGENT TO ALL COLORED CONCRETE SURFACES.
2. INSTALL BRICK HERRINGBONE STAMPED CONCRETE PATTERN WITH A 3'X3' OPEN TEMPLATE FORM AND A THIN PLASTIC FILM BETWEEN THE PAVEMENT AND THE FORM. REMOVE PLASTIC FILM AND APPLY FINISH.
3. FINISHING: USE THE BURLAP DRAG METHOD TO PRODUCE A UNIFORM GRITTY TEXTURE. REFER TO FDOT SPEC. SECTION 350-10 FOR FURTHER INSTRUCTION.
4. INDEPENDENT TEST DATA VERIFYING THE PAVEMENT MEETS FRICTION REQUIREMENTS IN ACCORDANCE WITH EITHER:
 - A. ASTM E-274, SKID RESISTANCE OF PAVED SURFACES USING A STANDARD RIBBED FULL SCALE TIRE AT A SPEED OF 40 MPH (FN40R), AND HAS A MINIMUM FN40R VALUE OF 35, OR
 - B. ASTM E-1911, MEASURING PAVED SURFACE FRICTIONAL PROPERTIES USING THE DYNAMIC FRICTION TESTER (DFT), AT A SPEED OF 40 MPH (DFT40), AND HAS A MINIMUM DFT40 VALUE OF 40.
5. CONTRACTOR WILL SUBMIT A SHOP DRAWING FOR APPROVAL OF STAMPED CONCRETE, COLOR AND MIX PRODUCTS, AND RELEASE AGENTS.
6. PRIOR TO INSTALLATION, FURNISH A 10' X 10' SAMPLE SHOWING COLOR, STAMPED FINISH, AND TEXTURE FOR CONFIRMATION THAT THE PRODUCT MEETS THE PATTERN AND COLOR SPECIFIED IN THE PLANS. DO NOT BEGIN INSTALLATION UNTIL ACCEPTANCE BY THE ENGINEER.

MILLING
MILL EXISTING ASPHALT PAVEMENT (1.5" AVG. DEPTH)

RESURFACING
FRICTION COURSE FC-12.5 (1.5") (TRAFFIC LEVEL C) (PG 76-22)



ENGINEER'S SEAL
MARWAN MUFLEH, P.E.
45329

DESIGNED BY
DRAWN BY
CHECKED BY

G. NG
S. BUKOVICH
S. ORR

DATE

REVISION DATE

DESCRIPTION

BY

SPECIAL DETAILS

PROJECT NO.
14-008
SHEET NO.
7
FILE ID.

1.0 SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITIES:

THIS PROJECT IS A RECONSTRUCTION PROJECT OF TWO BRICK PAVER INTERSECTIONS ALONG EAST ATLANTIC AVENUE (SR 806) THAT HAVE EXPERIENCED SETTLING. THE INTERSECTIONS ARE ATLANTIC AVENUE (SR 806) AT VENETIAN DRIVE, AND ATLANTIC AVENUE (SR 806) AT GLEASON STREET. THE EXISTING BRICK PAVER INTERSECTION WILL BE REMOVED AND REPLACED WITH A NEW STAMPED CONCRETE PAVEMENT STRUCTURE. SUBSTANDARD PEDESTRIAN RAMPS AT THE INTERSECTIONS WILL ALSO BE REPLACED WITH NEW BRICK PAVERS RAMPS, DESIGNED TO MEET ADA STANDARDS. THE INTERSECTIONS WILL ALSO INCLUDE REPLACING THE EXISTING CROSSWALKS AS PART OF THE RECONSTRUCTION OF THE PAVEMENT STRUCTURE.

THIS PROJECT DOES NOT INCLUDE ANY CHANGES IN ROADWAY GEOMETRY.

1. B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

1. REMOVE EXISTING BRICK PAVER PAVEMENT STRUCTURES AND PEDESTRIAN RAMPS.
2. CONSTRUCT NEW BRICK PAVER PAVEMENT STRUCTURES AND PEDESTRIAN RAMPS.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 1.7 AC
TOTAL AREA TO BE DISTURBED: 0.4 AC
TOTAL AREA OF CLEARING AND GRUBBING: 0.4 AC
NEW IMPERVIOUS: 0.00 AC

1.D. QUALITY OF EXISTING STORMWATER DISCHARGE:

A SOIL SURVEY IS NOT INCLUDED ON THE CONSTRUCTION PLANS.

1.E. SITE MAP:

THE FOLLOWING INFORMATION IS SHOWN ON THE SPECIFIC PLANS NOTED BELOW.

AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS AND SPECIAL DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES WILL BE CONSTRUCTED ABOVE OR BELOW THE GROUND WILL BE DISTURBED.

AREAS NOT TO BE DISTURBED: AREAS OUTSIDE THE PROPOSED CONSTRUCTION WITHIN THE PROJECT LIMITS WILL NOT BE DISTURBED DURING CONSTRUCTION.

LOCATION OF CONTROLS: TEMPORARY SEDIMENT CONTROL DEVICES (INLET PROTECTION SYSTEM AND SEDIMENT BARRIER) WILL BE INSTALLED AROUND THE INLETS. SEDIMENT BARRIER SHALL BE INSTALLED AT ALL CONSTRUCTION BOUNDARIES WHERE STORMWATER RUNOFF HAS THE POTENTIAL TO REACH SURFACE WATERS OR OFF SITE STORMWATER COLLECTION FACILITIES.

AREAS TO BE STABILIZED: PERMANENT STABILIZATION IS SHOWN ON THE SPECIAL DETAIL SHEETS.

SURFACE WATERS: THERE ARE NO SURFACE WATERS WITHIN THE PROJECT CORRIDOR.

2.0 CONTROLS

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE PROPOSED TRAFFIC CONTROL PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TRAFFIC CONTROL PLANS. WHERE FOLLOWING THE TRAFFIC CONTROL PLANS OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SECTION 104 EROSION CONTROL PLAN, SUBJECT TO APPROVAL OF THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

2.A.1. STABILIZATION PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS AFTER BEGINNING WORK.

THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

NO TEMPORARY STABILIZATION PRACTICES TO BE IMPLEMENTED

PERMANENT:
ASPHALT OR CONCRETE SURFACE
CONCRETE OR PAVER SIDEWALKS

2.A.2. STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

SEDIMENT BARRIER IN ACCORDANCE WITH DESIGN STANDARD INDEX 102.

INLET PROTECTION SYSTEM IN ACCORDANCE WITH DESIGN STANDARD INDEX 102.

PERMANENT:

PERFORMANCE TURF.

2.B. STORMWATER MANAGEMENT:

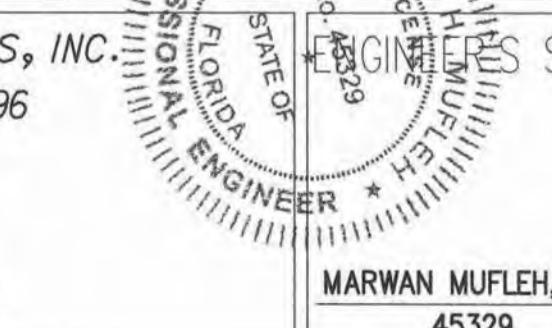
THE EXISTING STORM SEWER SYSTEM WILL BE MAINTAINED.

2.C. OTHER CONTROLS:

THE CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING BY INSTITUTING A CLEAN, ORDERLY, CONSTRUCTION SITE. THE FOLLOWING CONTROLS SHALL BE IMPLEMENTED TO FURTHER REDUCE POLLUTION AT THE PROJECT SITE.



KIMLEY-HORN AND ASSOCIATES, INC.
Certificate of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445



DESIGNED BY	G. NG
DRAWN BY	S. BUKOVICH
CHECKED BY	S. ORR
DATE	
REVISION	
DATE	
DESCRIPTION	
BY	

STORM WATER
POLLUTION PREVENTION PLAN

PROJECT NO.	14-008
FILE ID.	
SHEET NO.	8

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

Construction Agreement No.: 2016-C- 496-0001-93030

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (3400 West Commercial Blvd, Ft. Lauderdale FL 33309) (hereinafter referred to as the "DEPARTMENT") and The City of Delray Beach ((200 SW 6th Street, Delray Beach FL 33444)) (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to
SR 806 Section 93030 Subsection 000 from Begin MP 8.964 to End MP 9.180
Local Name East Atlantic Avenue located in Palm Beach County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of See attached exhibit A scope of services/special provisions.

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than N/A and 00/100 Dollars (\$ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than N/A and 00/100 Dollars (\$ 0.00) for property damage, or a combined coverage of not less than N/A and 00/100 Dollars (\$ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that

may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Isaac Kovner Title Principal Engineer
Office No. 561-243-7060 Cell _____ Email kovner@mydelraybeach.com

Name _____ Title _____
Office No. _____ Cell _____ Email _____

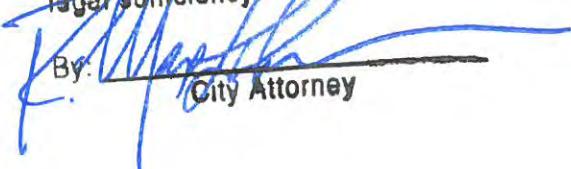
Mail Address 434 S. Swinton Ave., Delray Beach, Florida 33444

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

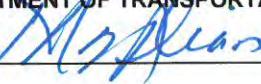
CONSTRUCTION COORDINATOR

By:  5/11/17 (Signature)
Neal de Jesus (Print Name)
Interim City Manager (Title)
_____ (Date)

Kimberly J. Dunn
Acting City Clerk
Approved as to form and
legal sufficiency:

By: 
F. J. Meekins
City Attorney

DEPARTMENT OF TRANSPORTATION

By:  11/07/2017 (Signature)
Morteza Alian (Print Name)
District 4 Maintenance Engineer (Title)
_____ (Date)

Legal Review:

Kimberly J. Dunn

EXHIBIT A

16C-496-0001-93030

I. SCOPE OF SERVICES

The City of Delray Beach is considering the reconstruction of the intersections and the addition of marked crosswalks across East Atlantic Avenue at SR A1A, Venetian Drive and at Gleason Street. All three are signalized intersections with existing brick paver surfaces. The existing brick paver surfaces exhibit significant wear. The City of Delray Beach is proposing the replacement of the brick paver structure with stamped concrete pavement structure. The curb ramps will be reconfigured to meet ADA standards as applicable.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by Marwan Mufleh, P.E. and dated 03/9/2017. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISION FOR CONSTRUCTION

All signal modifications permits must submit a "SUBMITTAL DATA – TRAFFIC CONTROL EQUIPMENT FORM 750-010-02 prior to Final Acceptance. This form along with products supporting documents must be filled out correctly and submitted to Traffic Operations prior to final acceptance.

All materials and construction within the FDOT right-of-way shall conform to the latest FDOT Design Standards and latest Standard Specifications for Road and Bridge construction.

Storm Water Pollution Prevention Plan - The Construction Coordinator shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Construction Coordinator shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.

Please be aware that a Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Construction Coordinator to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.

Ensure shop drawings are submitted for, review and approval for mast arms, strain poles, and concrete mix design at the pre-construction meeting.

During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

A copy of this agreement and plans must be on the job site at all times during the construction of this facility.

Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the contractor or permittee shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin within the FDOT Right of Way. You must also comply with the lane closure analysis as outlined in the Plans Preparation Manual; Volume 1, Chapter 10.12.7. The request shall be entered into the Lane Closure Information System (LCIS) by the permittee at the following URL address: <https://LCIS.dot.state.fl.us>. Each request will be reviewed by the appropriate Department personnel for compliance with contract or permit requirements and coordination with adjacent projects or work activities.

Maintenance of Traffic (lane closures on the state road system occurring during peak hours (7:00-9:00 AM or 4:00-6:00 PM) and/or lasting over twenty-four hours must contact Barbara Kelleher two weeks prior to closures. You must also comply with the lane closure analysis as outlined in the Plans Preparation Manual, Volume 1, Chapter 10.12.7. All lane closures occurring on an interstate or limited access facility, regardless of time of day or duration, must comply with the lane closure analysis in the Plans Preparation Manual, Volume 1, Chapter 10.12.7.

Barbara Kelleher can be reached at 954-777-4090.
Florida Department of Transportation
Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

IV. MODIFICATIONS TO BASIC AGREEMENT

The following sections shall be modified as indicated below:

- A. Section 4 in the basic agreement shall be modified by not requiring the Construction Coordinator to obtain a payment and performance bond for this agreement.**
- B. Section 12: The DEPARTMENT and County Engineer of the CONSTRUCTION COORDINATOR may extend the completion date, if mutually agreed to in writing.**
- C. Section 17: The following shall be added: Nothing in this agreement shall be interpreted as waiving the CONSTRUCTION COORDINATOR'S sovereign immunity protection as set forth in Section 768.28, Florida Statutes.**

D. With respect to indemnity for tort liability as provided for in Florida Statutes section 768.28 and Insurance the following shall apply:

- a. With respect to any of the CONSTRUCTION COORDINATOR'S agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The CONSTRUCTION COORDINATOR shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.**
- b. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim.**
- c. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.**
- d. LIABILITY INSURANCE. The CONSTRUCTION COORDINATOR shall carry or cause its contractors, subcontractors, consultants and/or subconsultants to carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. The CONSTRUCTION COORDINATOR shall have the DEPARTMENT endorsed as additionally insured with regards to the general liability requirements. However, in the event the CONSTRUCTION COORDINATOR maintains a self-insurance fund to cover such liability, the CONSTRUCTION COORDINATOR agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the CONSTRUCTION COORDINATOR must comply or cause its contractors and subcontractors to comply with Section 7-13 of the DEPARTMENT's Current Standard Specifications for Road and Bridge Construction (2010), as amended.**

COMPONENTS OF
CONTRACT PLANS SET
ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	EXISTING SURVEY - VENETIAN DRIVE
4	EXISTING SURVEY - GLEASON STREET
5	ROADWAY PLAN - VENETIAN DRIVE
6	ROADWAY PLAN - GLEASON STREET
7	SPECIAL DETAILS
8 - 9	STORM WATER POLLUTION PREVENTION PLAN

PERMIT PLANS

03/09/2017

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS FY 2017-2018,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED JANUARY 2017,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 01-01-16

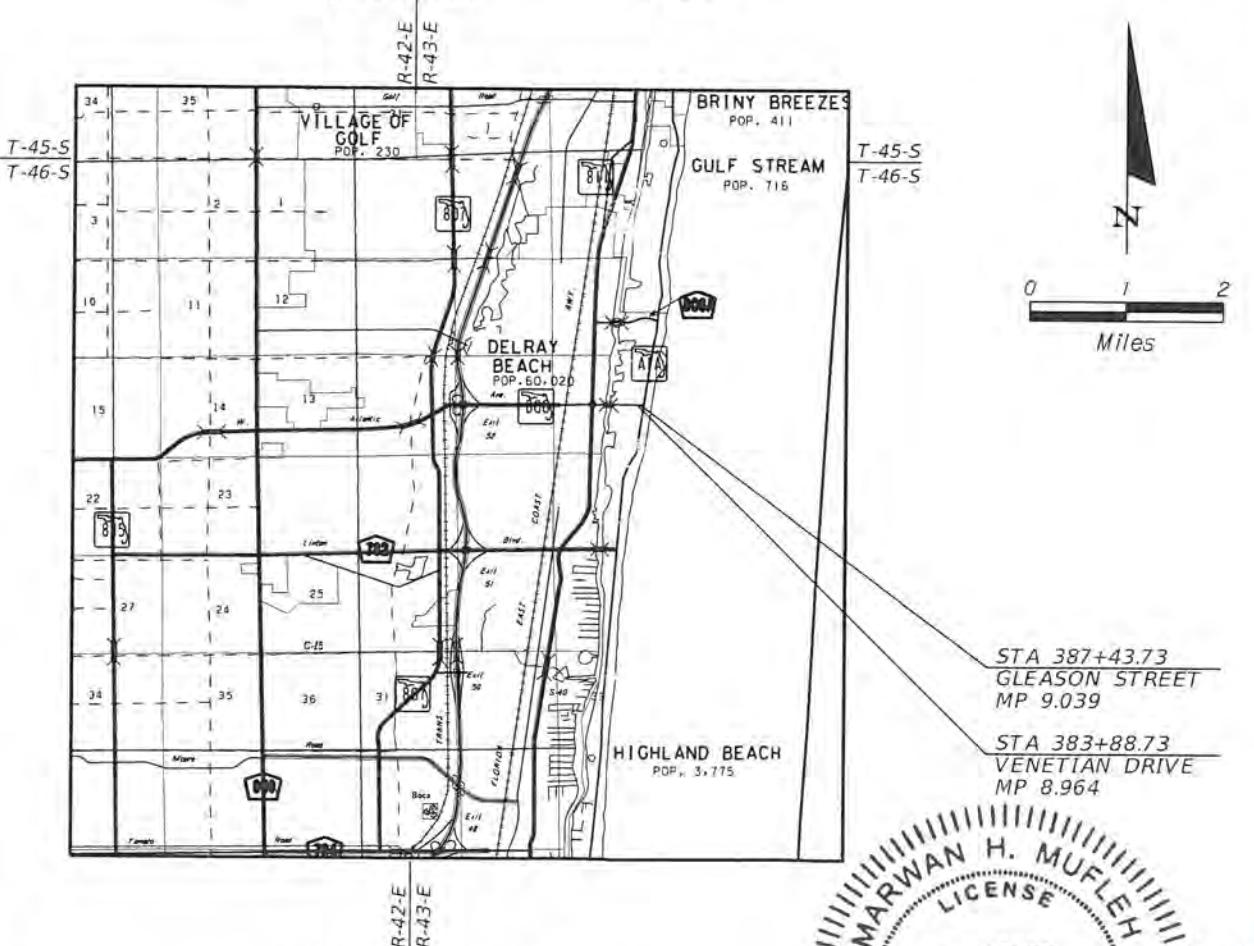
FOR DESIGN STANDARDS MODIFICATIONS CLICK ON
"DESIGN STANDARDS" AT THE FOLLOWING WEB SITE:
<http://www.dot.state.fl.us/rdesign/>

REVISIONS

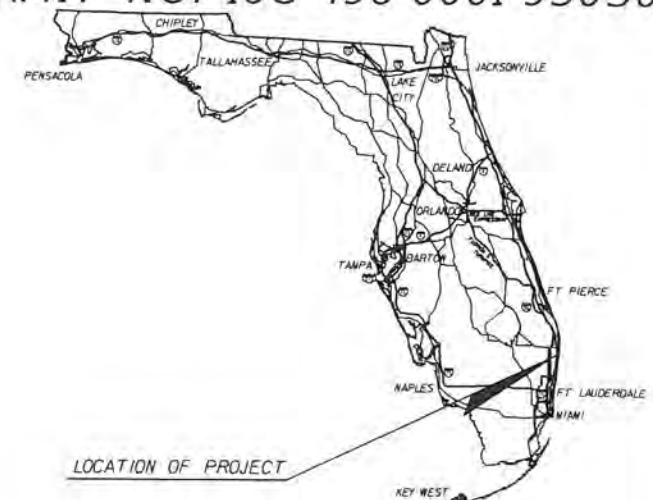
EAST ATLANTIC AVENUE (SR 806) CROSSWALK IMPROVEMENTS CITY OF DELRAY BEACH PALM BEACH COUNTY FLORIDA

SR 806 (ATLANTIC AVENUE) AT VENETIAN DRIVE
SR 806 (ATLANTIC AVENUE) AT GLEASON STREET

Project No. 14-008



PERMIT NO. 16C-496-0001-93030



Mayor	Cary Glickstein
Vice-Mayor	Jordana L. Jarura
Deputy Vice-Mayor	Mitch Katz
Commissioner	Shelly Petrolia
Interim City Manager	Neal de Jesus
Director of Environmental Services Dept.	John Morgan
City Engineer	Mauricio Lara, P.E.
CRA Chair	Reginald Cox
CRA Vice Chair	Joseph Bernadel
CRA First Vice Chair	Cathy Balestriere
CRA Treasurer	Herman Stevens
CRA Board Member	Daniel Rose
CRA Board Member	Derrick D. Straghn
CRA Board Member	Paul Zacks

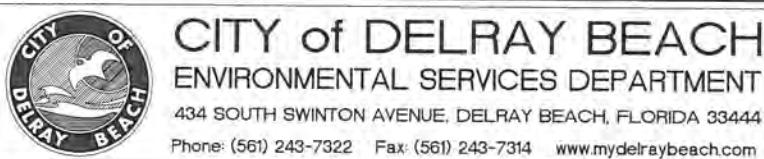
ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:
KIMLEY-HORN AND ASSOCIATES, INC.
MARWAN MUFLEH, P.E.
SUITE 100
1690 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445

PLANS PREPARED BY:
KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
SUITE 100
1690 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445
PHONE (561) 330-2345
FAX (561) 330-2245
CONTRACT NO. C-8R82
VENDOR NUMBER: F5608856/5-001
CERTIFICATE OF AUTHORIZATION NO. 696

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: MARWAN MUFLEH, P.E.
P.E. NO. 45329

PROJECT NO. 14-008
KEY SHEET
FILE ID:



GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED FROM THE 1929 NGVD DATUM.
2. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA. THE ENGINEER SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE AT (954) 777-2287.
3. ALL STATION AND OFFSETS ARE FROM THE # SURVEY SR 806 (ATLANTIC AVENUE).
4. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THE PROJECT WITH THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR AT (954) 777-4665.
5. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL CONTACT THE PBC TRAFFIC OPERATIONS SUPERINTENDENT, (561) 233-3900, TO INFORM THEM OF CONSTRUCTION OPERATIONS.
6. THE CONTRACTOR IS ADVISED THAT SR A1A IS IN AN AREA OF RESTRICTIVE LIGHTING. NO BEACH ILLUMINATION WILL BE PERMITTED DURING SEA TURTLE NESTING SEASON (MARCH 1 THROUGH OCTOBER 31). SHOULD NIGHT CONSTRUCTION BE NECESSARY DURING THOSE MONTHS, PLEASE CONTACT THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR (DCEC) AT (954) 777-4665 TO ENSURE THAT TEMPORARY LIGHTING WILL NOT IMPACT SEA TURTLE NESTING.
7. AS PART OF AN FDOT CONSTRUCTION PROJECT, ANY PRIVATELY OWNED IRRIGATION SYSTEMS FOUND INSIDE FDOT RIGHT-OF-WAY SHALL BE CAPPED BY THE CONTRACTOR WHERE THIS SYSTEM IS IMPACTED BY THE PROJECT CONSTRUCTION LIMITS, AS DIRECTED BY FDOT PROJECT ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ADJACENT PROPERTY OWNERS AT LEAST 30 DAYS IN ADVANCE, WHERE THE IRRIGATION SYSTEMS ARE FOUND TO ENSURE ALL SALVAGEABLE MATERIAL CAN BE RETRIEVED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION. IT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO REPAIR, CONSTRUCT OR REPLACE THE IRRIGATION SYSTEMS WITHIN FDOT RIGHT-OF-WAY CAPPED OR DAMAGED DURING THE CONSTRUCTION OPERATIONS.
8. ALL EROSION CONTROL MEASURES SHALL BE REMOVED WHEN THEY ARE NO LONGER NEEDED OR WHEN DIRECTED BY THE ENGINEER.
9. CONTRACTOR SHALL SUBMIT A DETAILED MAINTENANCE OF TRAFFIC PLAN TO FDOT FOR THEIR APPROVAL FOUR WEEKS PRIOR TO COMMENCEMENT OF CONSTRUCTION. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FLORIDA D.O.T. STANDARDS, ESPECIALLY INDEX NO. 600 SERIES OF THE DESIGN STANDARDS AND THE CURRENT EDITION OF "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES." NO FULL ROAD CLOSURES WILL BE PERMITTED ON ATLANTIC AVE. CONTRACTOR SHALL MAINTAIN ONE LANE OF TRAFFIC IN EACH DIRECTION ON ATLANTIC AVE. TEMPORARY ROAD CLOSURE OF SIDE STREETS MAYBE ALLOWED FOR SHORT PERIODS OF TIME WITH ENGINEERS' APPROVAL. CONTRACTOR SHALL SUBMIT A DETAILED DETOUR PLAN SHOWING ALL PROPOSED SIGNS FOR TRAFFIC CHANGES WITH POLICE AND FIRE DEPARTMENTS. INSIDE LANE WORK / CLOSURES SHALL COMPLY WITH FDOT STANDARD INDEX NO. 615.
10. ALL RAMPS SHALL RECEIVE TRUNCATED DOMES PER FDOT INDEX 304.
11. MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL COMPLY WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARD INDEX (600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SPECIAL ATTENTION WILL BE GIVEN TO FDOT DESIGN STANDARD INDEX 611, 612, 613, AND 660.
12. PAVEMENT MARKINGS SHALL BE THERMOPLASTIC INSTALLED PER FDOT DESIGN STANDARD INDEX 17346. RAISED PAVEMENT MARKINGS (RPM'S) SHALL CONFORM TO FDOT DESIGN STANDARD INDEX 17352.
13. IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE DEPARTMENT PRIOR TO USAGE.
14. PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE W/ FLORIDA DEPARTMENT OF TRANSPORTATION'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
15. DURING THE REMOVAL/INSTALLATION OF ANY CURB AND GUTTER SECTION, THE PERMITTEE WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ABUTTING ASPHALT. THE DAMAGED ASPHALT REPAIR WILL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND/OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
16. PERMITTEE SHALL PROVIDE THE PRODUCER'S CERTIFICATION (DELIVERY TICKET) FOR THE NS CONCRETE-2500 PSI (USED FOR SIDEWALK, CURB & GUTTER, DITCH PAVEMENT AND TRAFFIC SEPARATOR) PRIOR TO FINAL ACCEPTANCE BY THE DEPARTMENT. THE DELIVERY TICKET SHALL CERTIFY THE CONCRETE WAS BATCHED, DELIVERED AND PLACED IN ACCORDANCE WITH SECTION 347 OF THE DEPARTMENT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).
17. RESTRICTED HOURS OF OPERATION WILL BE FROM 9:00AM TO 3:30 PM. (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE.
18. PERMITTEE WILL COORDINATE ALL WORK WITH DAVID MOORE OF BROADSPECTURM AT 954-317-8044, MOORED@TRANSFIELDSERVICES.COM. COORDINATION WILL INCLUDE A PRE-CONSTRUCTION MEETING.
19. ALL PUBLIC SIDEWALK CURB RAMPS WILL MEET THE ROADWAY & TRAFFIC DESIGN STANDARDS (CURRENT EDITION) INDEX NUMBER 304 CURB/RAMP INSPECTIONS (S) REQUIRED PRIOR TO INSTALLATION OF CONCRETE.
20. PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
21. PERMITTEE WILL PROVIDE THE DEPARTMENT WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.
22. REMOVAL/INSTALLATION OF SIDEWALK WILL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 310.
23. PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523. ONLINE REFERENCE: <HTTP://WWW.DOT.STATE.FL.US/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS/JANUARY2016/FILES/523-116.PDF>.
24. CONTRACTOR SHALL AVOID ANY IMPACT TO EXISTING LANDSCAPING AND IRRIGATION AND MUST KEEP EXISTING IRRIGATION IN OPERATION AT ALL TIMES. ANY DAMAGE TO EXISTING LANDSCAPING OR IRRIGATION SHALL BE REPLACED IN KIND.

FDOT GENERAL NOTES

1. PRIOR TO ANY CONSTRUCTION, COORDINATE WITH FDOT TRAFFIC OPERATIONS AT 954-777-4079.
2. PERMITTEE WILL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-8 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION) PRIOR TO FINAL ACCEPTANCE BY THE F.D.O.T.
3. SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD INDEX 105 AND SECTIONS 162, 981, 982, 983, 987 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.
4. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS WITHIN THE FDOT R/W, AS DETERMINED BY THE F.D.O.T., SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE CONTRACTOR, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DOT, INCLUDING ASPHALT MILLINGS.
5. PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE F.D.O.T. (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.

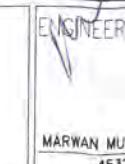


Know what's below.
Call before you dig.



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

KIMLEY-HORN AND ASSOCIATES, INC.
Certificate Of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445



'S SEAL	DESIGNED BY	G NO			
	DRAWN BY	S BUKOVICH			
	CHECKED BY	S ORR			

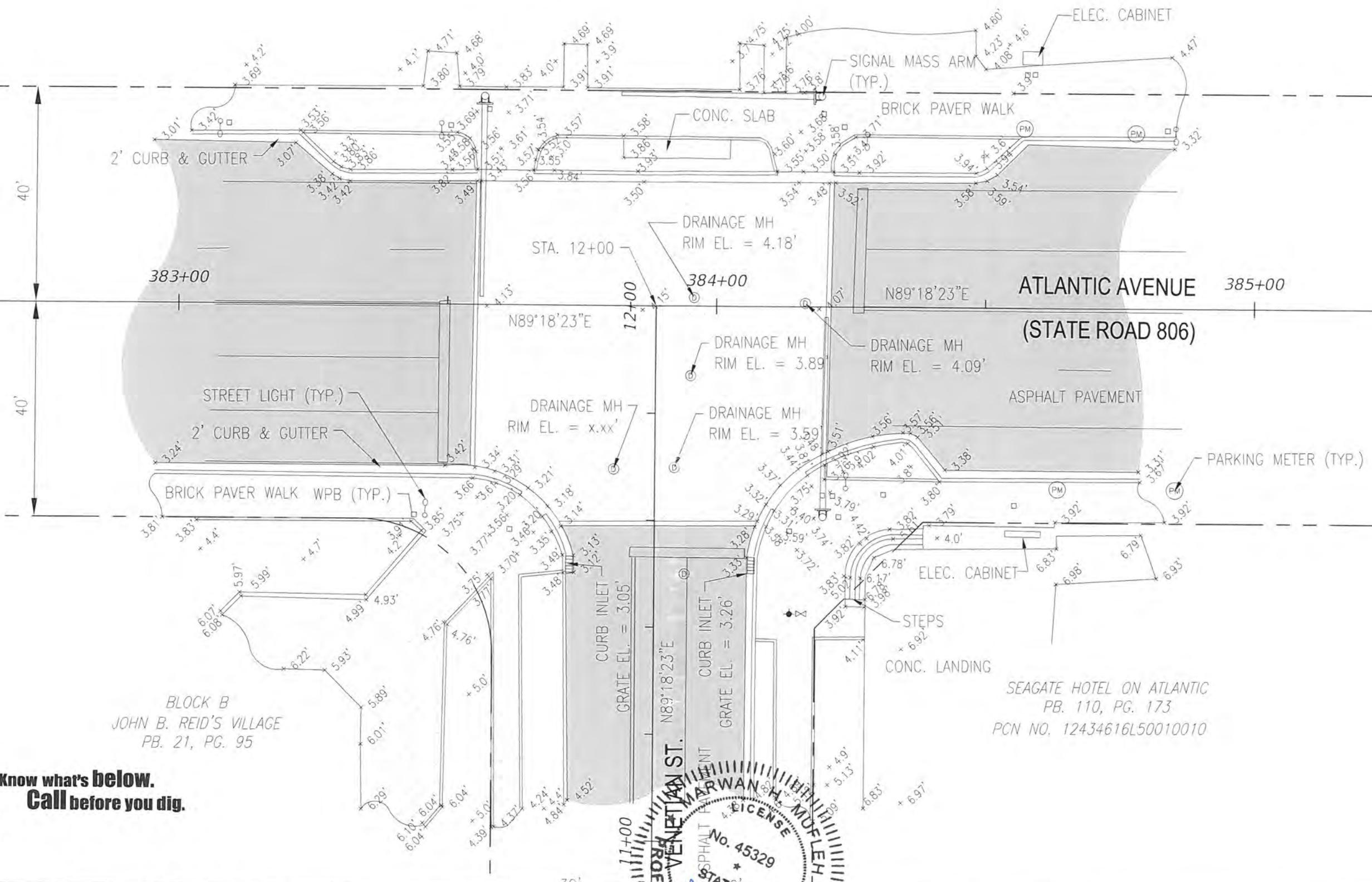
GENERAL NOTES

PROJECT NO.	14-008
SHEET NO.	2
FILE ID	

BANKOFF PLAT
(PB 99, PG. 112)

PCN NO. 12434616G40010000

SEABREEZE PARK
(PB 4, PG. 31)



• **Know what's below.**
• **Call before you dig.**



CITY of DELRAY BEACH

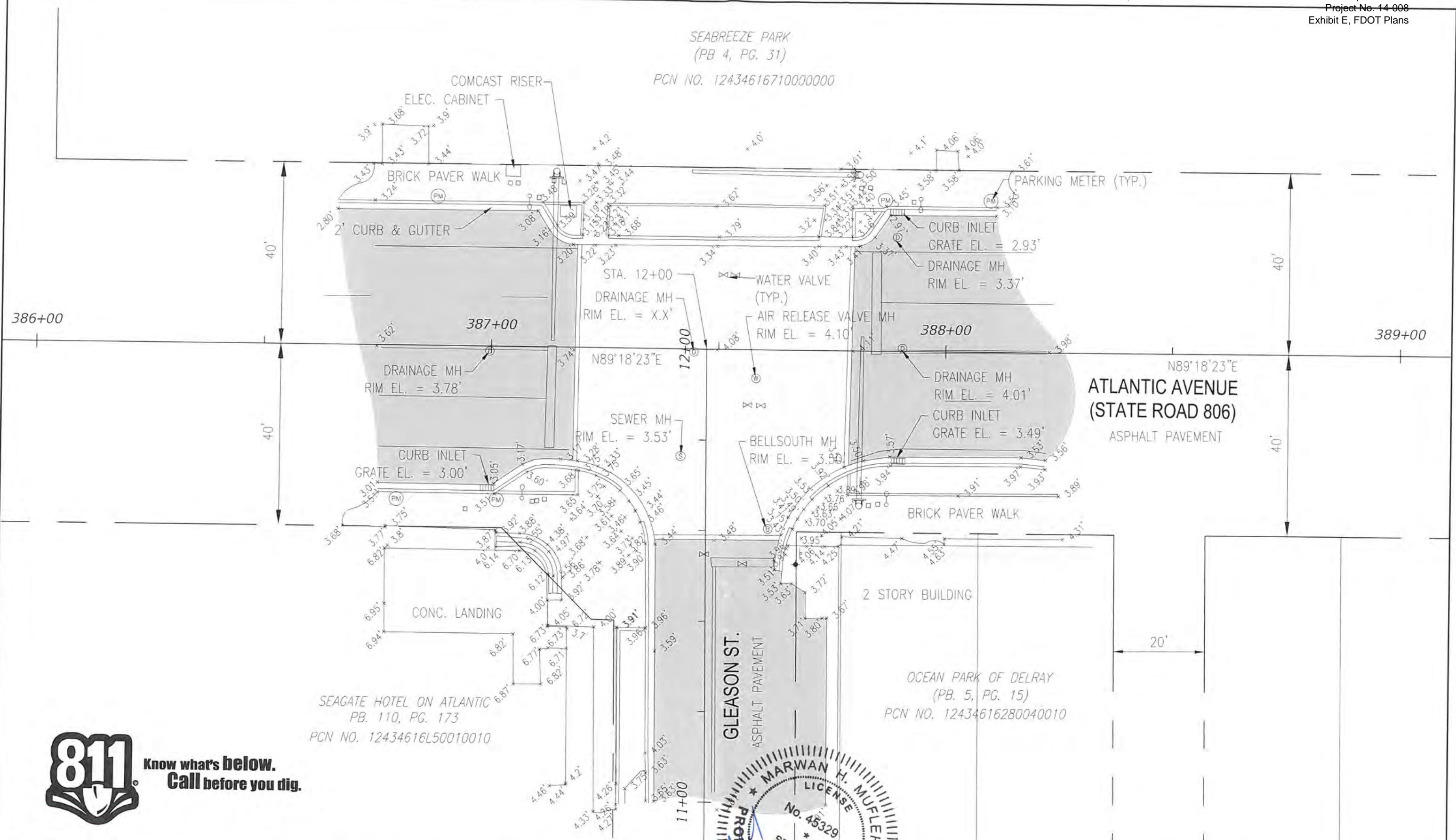
ENVIRONMENTAL SERVICES DEPARTMENT

434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

KIMLEY-HORN AND ASSOCIATES, INC.
Certificate Of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445

EXISTING SURVEY
VENETIAN DRIVE

PROJECT NO.
14-008
SHEET NO.
3
FILE ID



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

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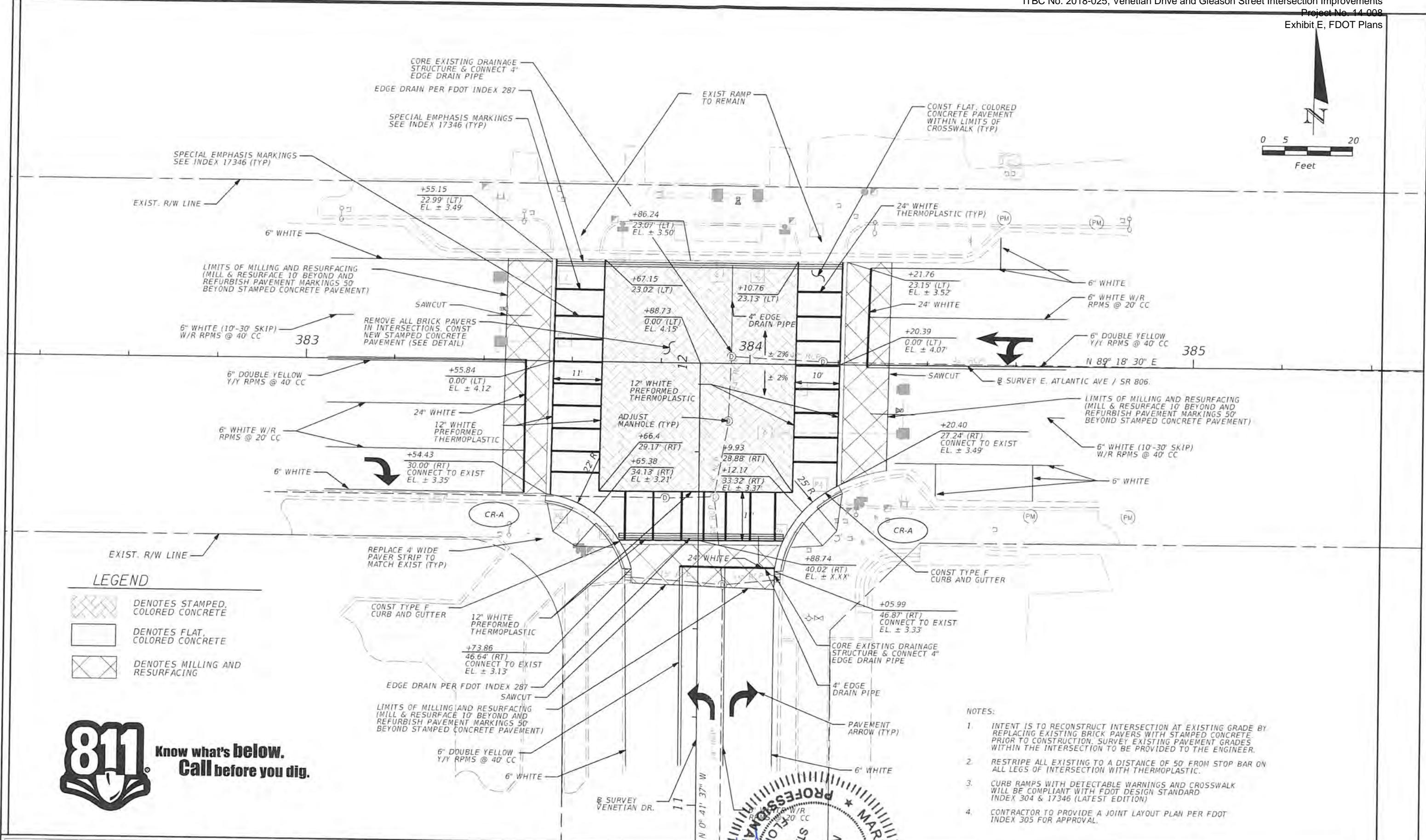
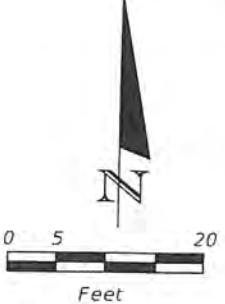
 CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT
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Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

KIMLEY-HORN AND ASSOCIATES, INC.
Certificate Of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445

ENGINEER'S NAME MARWAN MUFLEH, P.E. 45329	DESIGNED BY	G. M. AMANDA			
	DATE	REVISION	DATE	DESCRIPTION	BY

EXISTING SURVEY
GLEASON STREET

PROJECT NO.
14-008
SHEET NO.
4
FILE ID.



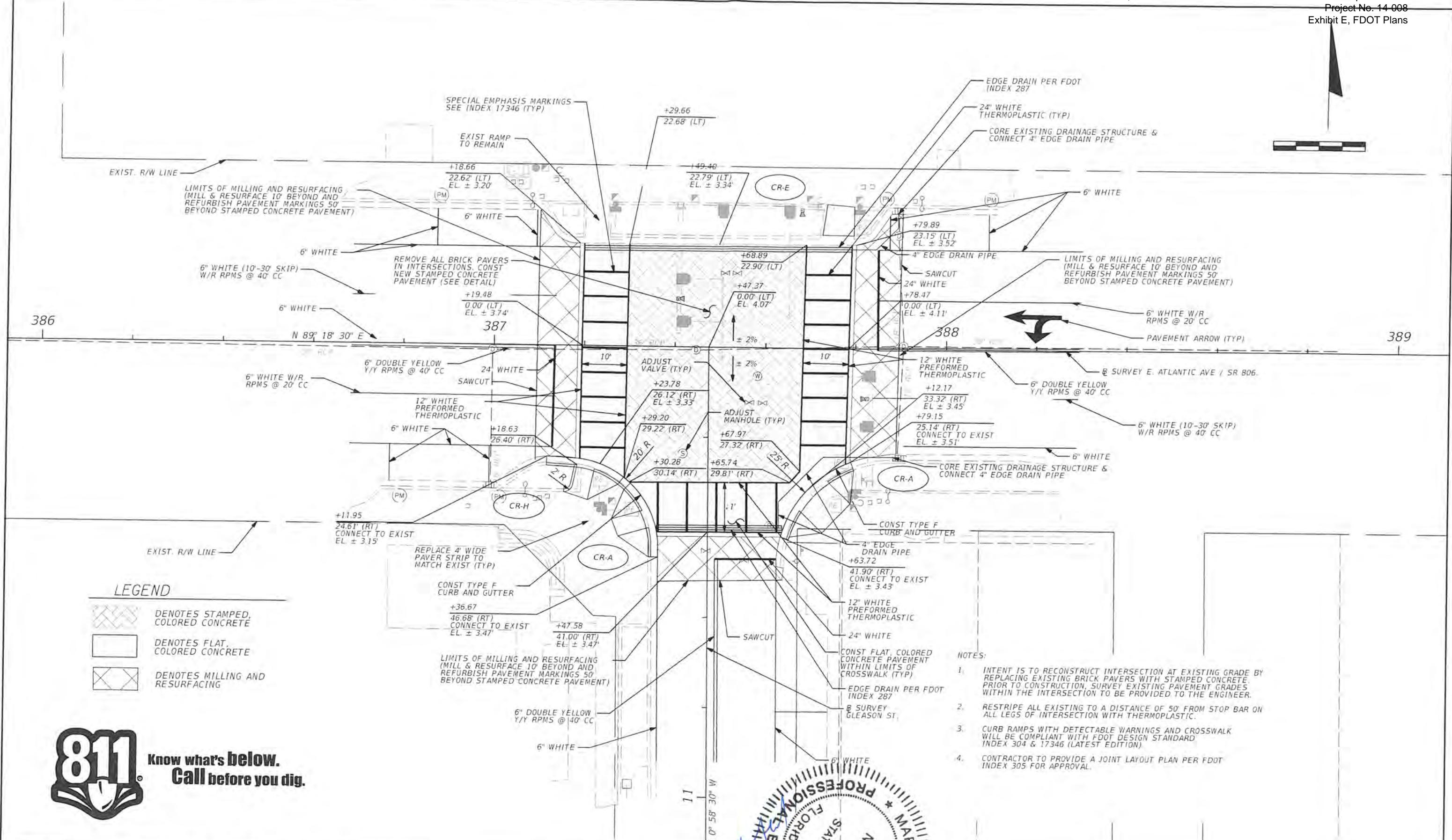
CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

KIMLEY-HORN AND ASSOCIATES, INC.
Certificate Of Authorization No. 696
MARWAN MUFLEH, P.E.
P.E. License No. 45329
Suite 100
1690 South Congress Avenue
Delray Beach, Florida 33445

ENGINEERED BY	SIGNED	BY
MARWAN MUFLEH, B.E.	SC. KROKOVICH	SC. KOMISLASKI
45329	7-9	7-9
DATE	REVISION	DATE
DESCRIPTION BY		

ROADWAY PLAN
VENETIAN DRIVE

PROJECT NO.
14-008
SHEET NO.
5
FILE ID
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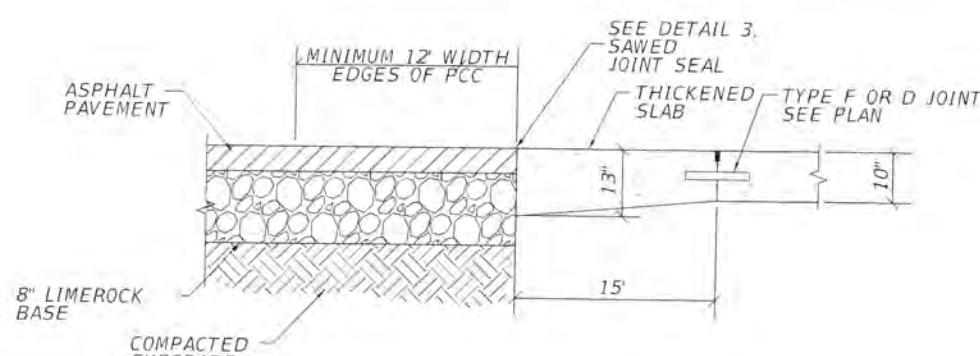
CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444
Phone: (561) 243-7322 Fax: (561) 243-7314 www.mydelraybeach.com

CITY of DELRAY BEACH
ENVIRONMENTAL SERVICES DEPARTMENT
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444
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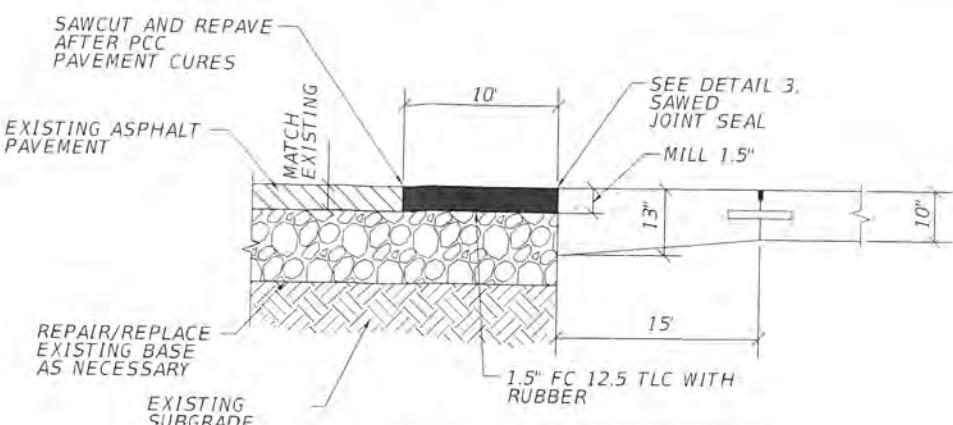
KIMLEY-HORN AND ASSOCIATES, INC.
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Delray Beach, Florida 33445

ROADWAY PLAN
GLEASON STREET

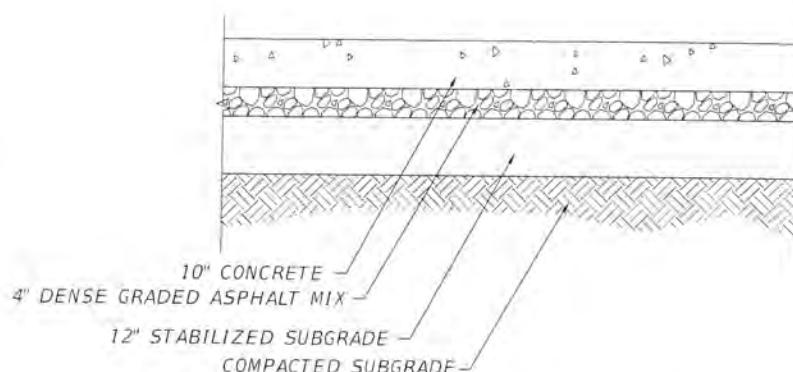
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14-008
SHEET NO.
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FILE ID



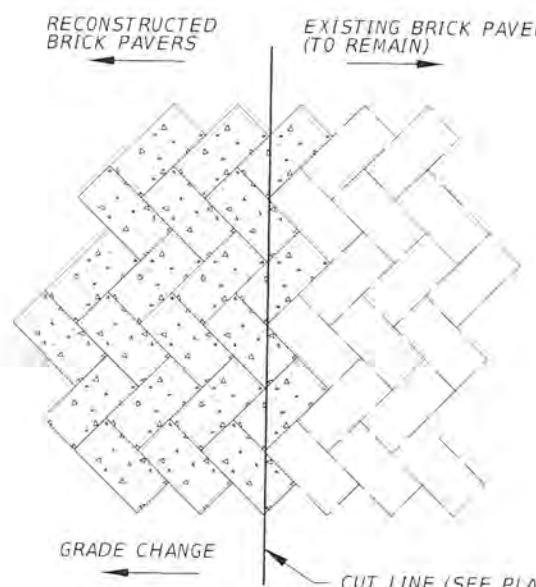
TYPE L1 THICKENED EDGE BUTT JOINT
(TO MEET NEW PAVEMENT) ^{NTS}



TYPE L2 THICKENED EDGE BUTT JOINT
(TO MEET EXIST PAVEMENT) ^{NTS}



CONCRETE TYPICAL SECTION
^{NTS}



PAVER TIE-IN DETAIL
(PEDESTRIAN WALKWAYS)
^{NTS}

NOTE: PROVIDE CONCRETE JOINTS IN ACCORDANCE WITH FDOT INDEX 305

MILLING
MILL EXISTING ASPHALT PAVEMENT (1.5" AVG. DEPTH)

RESURFACING
FRICTION COURSE FC-12.5 (1.5") (TRAFFIC LEVEL C) (PG 76-22)



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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

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ENGINEER'S SEAL
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DESIGNED BY	G. NG			
DRAWN BY	S. BUKOWICH			
CHECKED BY	S. ORB			
DATE		REVISION	DATE	DESCRIPTION
				BY

SPECIAL DETAILS

PROJECT NO.	14-008
SHEET NO.	7
FILE ID	

2.C.1 DISCHARGE OF MATERIALS TO SURFACE WATERS:

NO CONSTRUCTION MATERIAL SHALL BE DISCHARGED TO WATERS OF THE STATE UNLESS AUTHORIZED BY SECTION 104 PERMIT AND/OR THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMIT. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN AN APPROVED UPLAND LOCATION. BUILDING MATERIAL SHALL NOT BE DISPOSED OF IN WETLANDS OR BURIED ON SITE.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF SEDIMENTS THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND OR STORM WATER ABOUT THE SITE OR ONTO NEARBY ROADWAYS.

STABILIZED CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS, IF APPROPRIATE, SHALL BE IMPLEMENTED IN ORDER TO REDUCE OFF SITE TRACKING AND WHEEL RUTS BOTH INSIDE AND OUTSIDE ROADWAY CLEAR ZONES.

LOADED HAUL TRUCKS SHALL BE COVERED WITH A TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY.

2.C.3 WASTE DISPOSAL

THE CONTRACTOR SHALL DEMONSTRATE THE PROPER DISPOSAL OF ALL CONSTRUCTION WASTE GENERATED WITHIN THE PROJECT LIMITS. WASTE MAY INCLUDE, BUT NOT BE LIMITED TO, VEGETATION FROM CLEARING AND GRUBBING ACTIVITIES, PACKAGING MATERIALS, SCRAP BUILDING MATERIALS, LITTER FROM TRAVELING PUBLIC, SEWAGE FROM SANITARY FACILITIES, HERBICIDES AND PESTICIDES AND THEIR CONTAINERS, AND HYDROCARBON PRODUCTS. CONTRACTOR SHALL DESIGNATE A WASTE COLLECTION AREA ON SITE AND DELINEATE THE AREA ON THE SWPPP SITE MAP.

SANITARY/SEPTIC FACILITIES SHALL BE PROVIDED AND MAINTAINED IN A NEAT AND SANITARY CONDITION, FOR THE USE OF THE CONTRACTOR'S EMPLOYEES AS NECESSARY TO COMPLY WITH THE REQUIREMENTS AND REGULATIONS OF THE STATE AND LOCAL BOARDS OF HEALTH. A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR, AS REQUIRED BY STATE REGULATIONS, WILL COLLECT ALL SANITARY WASTE FROM PORTABLE UNITS.

THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES. CONTRACTOR WILL PROVIDE AN ADEQUATE NUMBER OF LITTER CONTAINERS WITH LIDS AT THE STAGING, STOCKPILE AND FIELD OFFICE AREAS. SPILLED LITTER CONTAINERS WILL BE CLEANED UP IMMEDIATELY.

2.C.4 HERBICIDES AND PESTICIDES:

THE APPLICATION AND HANDLING OF HERBICIDES AND PESTICIDES SHALL BE IN COMPLIANCE WITH THE MANUFACTURER RECOMMENDED METHOD.

HERBICIDE AND PESTICIDES SHALL BE STORED ON SITE IN THEIR ORIGINAL CONTAINERS WITH PRODUCT LABEL INTACT. HERBICIDE APPLICATOR TO HAVE CURRENT APPLICATOR LICENSE WITH RIGHT-OF-WAY ENDORSEMENT, A COPY OF WHICH IS TO BECOME PART OF PROJECT FILE.

2.C.5 TOXIC/HAZARDOUS MATERIAL HANDLING:

CONTRACTOR SHALL PROVIDE EQUIPMENT NECESSARY TO CONTAIN AND CLEAN UP SPILLS OF HAZARDOUS MATERIALS, INCLUDING PETROLEUM PRODUCTS. SPILLS SHALL BE CONTAINED AND CLEANED UP IMMEDIATELY AFTER THEY OCCUR. SPILLED MATERIAL AND THE EQUIPMENT USED TO CLEAN UP THE SPILL SHALL NOT COME IN CONTACT WITH SURFACE WATERS OR BE INTRODUCED INTO STORM WATER. DISPOSAL OF SURPLUS PRODUCT WILL BE DONE ACCORDING TO MANUFACTURER RECOMMENDED METHOD.

CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC HAZARDOUS MATERIALS SPILL CONTROL PLAN IN ORDER TO ADDRESS THE HANDLING OF HYDROCARBON AND HAZARDOUS MATERIALS.

PETROLEUM PRODUCTS SHALL BE STORED IN COVERED AREAS WITH SECONDARY CONTAINMENT SURROUNDING CONTAINER.

TOXIC/HAZARDOUS MATERIALS EXPOSED DURING CONSTRUCTION ACTIVITIES SHALL BE HANDLED IN COMPLIANCE WITH THE MANUFACTURER RECOMMENDED METHOD.

THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING.

SEDIMENT BARRIER: THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

SUMP INLETS: REMOVE SEDIMENT WHEN IT REACHES A DEPTH OF 1 FT IN SUMP.

PERFORMANCE TURF: KEEP THE PERFORMANCE TURF IN MOIST CONDITION FOR THE DURATION OF THE CONTRACT PERIOD AND IN NO CASE LESS THAN TWO WEEKS. TEMPORARY AND PERMANENT SODDING WILL BE INSPECTED AND REPAIRED FOR BARE SPOTS, WASHOUTS, AND UNHEALTHY GROWTH.

INLET PROTECTION SYSTEM: REMOVE SEDIMENT WHEN IT REACHES 1/3 THE HEIGHT OF THE BAG.

SEDIMENT BARRIER: REMOVE SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF BALES OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS. THE CONTRACTOR SHOULD ANTICIPATE REPLACING BALES ON 3-MONTH INTERVALS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT PRODUCES 0.50 INCHES OR MORE OF RAIN, WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORM WATER POLLUTION PREVENTION PLAN. THE FOLLOWING ITEMS WILL BE INSPECTED:

POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

POINTS OF DISCHARGE TO SEPARATE MUNICIPAL STORM SEWER SYSTEMS.

DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

STRUCTURAL CONTROLS.

STORMWATER MANAGEMENT SYSTEMS.

LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY. THE PROPER REGULATORY AUTHORITY WILL ADVISE / DIRECT THE PROJECT ENGINEER IN THE INVESTIGATION, IDENTIFICATION, AND / OR REMOVAL / REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF SUSPECTED CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ENGINEER, THE REGULATORY AUTHORITY WILL ADVISE THE PROJECT ENGINEER IN THESE MATTERS.

THE CONTRACTOR SHALL DEVELOP A PLAN TO DISPOSE OF SLURRY MATERIAL FROM THE INSTALLATION OF MAST ARM FOUNDATIONS. SEDIMENT REMOVED FROM SUMP INLETS DURING CONSTRUCTION SHALL BE DISPOSED OF IN DESIGNATED STOCKPILE LOCATIONS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DESIGNATE AN AREA WITHIN THE PROJECT LIMITS FOR CONCRETE TRUCK WASHOUT ACTIVITIES. THIS AREA SHALL PROVIDE EROSION CONTROL DEVICES THAT PREVENT CONTACT BETWEEN CONCRETE WASHOUT MATERIALS AND STORMWATER AND/OR SURFACE WATERS.

6.0 CONTRACTOR SUBMITTAL:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AN EROSION CONTROL PLAN THAT PROVIDES A DETAILED DESCRIPTION OF ALL EROSION AND SEDIMENT CONTROLS, BEST MANAGEMENT PRACTICES, AND MEASURES THAT WILL BE IMPLEMENTED AT THE CONSTRUCTION SITE FOR EACH ACTIVITY IDENTIFIED IN SECTION 1.B. SEQUENCE OF SOIL DISTURBING ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TIME FRAMES IN WHICH THE CONTROLS WILL BE IMPLEMENTED, MAINTAINED AND REMOVED. THIS INFORMATION SHALL BE KEPT AT THE PROJECT FIELD OFFICE IN ORDER FOR THE PROJECT TO BE CONSIDERED IN COMPLIANCE WITH THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE FOLLOWING ITEMS ARE ON SITE:
COPY OF THE STORMWATER POLLUTION PREVENTION PLAN WITH THE ORIGINAL CERTIFICATION SIGNATURES.

COPY OF THE CONTRACTOR'S EROSION CONTROL PLAN.

HAZARDOUS SPILL CONTROL PLAN WITH GUIDELINES ON CONTACTING THE 24 HOUR EMERGENCY RESPONSE PROGRAM FOR HAZARDOUS MATERIAL SPILLS. THIS SHALL INCLUDE COPIES OF DISCHARGE NOTIFICATIONS THAT HAVE OCCURRED WITHIN THE PROJECT LIMITS.

COMPLETED INSPECTION FORMS.

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE FOLLOWING ITEMS TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN ORDER FOR THE NPDES PERMIT TO BE PROCESSED:

FDEP FORM 62-621.300(4)(B) - NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. THIS NOTICE OF INTENT SHALL BE SIGNED BY THE CONTRACTOR.

THE PERMITTING FEE IS BASED ON THE PROJECT'S CLEAR AND GRUB AREA AND IS THE RESPONSIBILITY OF THE CONTRACTOR.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE NOI TO FDEP NO LESS THAN 48 HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROOF OF MAIL DATE TO THE PROJECT ADMINISTRATOR.



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MARWAN MUFLEH, P.E.
45329

DESIGNED BY	DRAWN BY	CHECKED BY	DATE	REVISION DATE	DESCRIPTION	BY
G. GING	S. BUKOVICH	S. DAR				

STORM WATER
POLLUTION PREVENTION PLAN

PROJECT NO.	14-008
SHEET NO.	9
FILE ID	