

# INVITATION TO BID

**CITY OF GREENACRES**

**PALM BEACH COUNTY, FLORIDA**



**BID NO. 24-020**

## **GLADIATOR LAKE DRAINAGE ENHANCEMENTS**

**Publish Date:**

**4/7/2024**

**All Questions Due:**

**4/27/2024 by 5:00 PM**

**Pre-Bid Conference:**

**4/22/2024 at 10:00 AM  
via Microsoft Teams**

**Bid Due and Bid Opening Date:**

**5/7/2024 at 3:00 PM**

**Meeting Information Below:**

[Click here to join the meeting](#)

**Where to Deliver Bid:**

**Purchasing Department  
5800 Melaleuca Lane  
Greenacres, FL 33463**

**You can also dial in using your phone.**

United States: [+1 561-232-6910](tel:+15612326910),900466758#

**Phone Conference ID: 900 466 758#**

**City of Greenacres  
Purchasing Department  
(561) 642-2030**

[purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov)

**GLADIATOR LAKE DRAINAGE ENHANCEMENTS  
 BID NO. 24-020**

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## CITY OF GREENACRES, FLORIDA

### ADVERTISEMENT FOR BIDS

#### BID NUMBER 24-020

Sealed bids for **Gladiator Lake Drainage Enhancements** will be received by the City of Greenacres, Florida at the office of the Director of Purchasing 5800 Melaleuca Lane, Greenacres, Florida 33463, until **3:00 pm Tuesday, May 7, 2024**. At that time all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in duplicate, in one sealed envelope addressed to the Director of Purchasing and marked "**SEALED BID - BID NUMBER 24-020 GLADIATOR LAKE DRAINAGE ENHANCEMENTS**". The base bid work consists of clearing grubbing, tree removal, demolition, dredging, filling, excavation, and grading within and along existing lake bank and upland area beyond bank. Removal of existing seawall in lake. Construction of new seawall in lake bank. Removal and replacement of drainage pipe at outfalls at existing lake. Installation of turf reinforcement mat at existing lake bank, and other work incidental thereto. Bidders desiring plans and specifications for use in preparing bids may obtain a set of such documents from DemandStar at [www.demandstar.com](http://www.demandstar.com).

A non-mandatory pre-bid meeting will be held at 10:00 AM Monday, April 22, 2024 virtually via Microsoft Teams. A mandatory site inspection form must be signed and submitted with bids. Bids received from Bidders not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.

Each bidder shall file with their bid, a bond issued by an authorized surety licensed to do business in the State of Florida, a certified check, a cashier's check or bid bond, made payable to the City of Greenacres, Florida in an amount of not less than five percent (5%) of the sum total of the bid, which shall be retained by the City of Greenacres until a contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders upon request, with the exception of the second qualifying bidder, at such time as their bids are rejected. Performance and payment bonds in an amount equal to 100% of the contract amount will be required to be provided to the City prior to contract execution. The bid deposit of the successful bidder and the second qualifying bidder will be returned when the required performance and payment bonds and insurance certificates have been furnished and the Contract Documents have been executed.

The project is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200. All awarded contractors must take affirmative steps to utilize small, minority, and women's business enterprises, and labor surplus area firms when possible in accordance with CFR Part 200, Subsection 200.321.

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Award will be made to the lowest responsible, responsive bidder. No bidder may withdraw their bid for a period of one hundred twenty (120) days from the date set for the opening thereof. The obligations of the CITY under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council.

Monica Powery, CPPB  
Director of Purchasing

DATED: April 7, 2024  
PUBLISHED: Palm Beach Post

## BID SUMMARY

The purpose of this Bid Summary is to summarize the major terms, conditions and requirements of the bid. Bidders shall note that various paragraphs within these bid documents have a box (  ) which may be checked (  ). If the box is checked, the language is made a part of the bid documents and compliance therewith is required of the Bidder; if the box is not checked, the language is not made a part of the bid documents. It is the Bidder's responsibility to become familiar with all terms, conditions and requirements of the bid, whether or not included in the Bid Summary. Further, it is the Bidder's responsibility to make note of and account for any revisions to any portion of the Bid Summary that may result from an addendum to the bid.

<b>BID INFORMATION &amp; GENERAL REQUIREMENTS</b>	
Bid No.:	24-020
Bid Title:	GLADIATOR LAKE DRAINAGE ENHANCEMENTS
Date of Issuance:	April 7, 2024
Project Description & Scope of Work:	<b>Clearing grubbing, tree removal, demolition, dredging, filling, excavation, and grading within and along existing lake bank and upland area beyond bank. Removal of existing seawall in lake. Construction of new seawall in lake bank. Removal and replacement of drainage pipe at outfalls at existing lake. Installation of turf reinforcement mat at existing lake bank.</b>
Project Location:	The project is located within Gladiator Lake and associated embankment and adjacent drainage and utility easement access points all located inside
Estimated Budget:	\$2,980,587.00
Procurement Contact:	Name: Monica Powery, Director of Purchasing Telephone: 561-642-2030 Email: <a href="mailto:purchasing@greenacresfl.gov">purchasing@greenacresfl.gov</a>

## IMPORTANT DATES

<p>Due Date &amp; Time for Bid Submittal:</p>	<p><b>The deadline for submittal of bids is 3:00 PM on Tuesday, May 7, 2024.</b></p> <p>Due date may be modified by addendum to the bid. It is important that bidder download all addenda.</p> <p>Bidders are cautioned that late bids cannot be submitted. Bidders are fully responsible for assuring that bids are received by the deadline.</p>
<p><b>Pre-Bid Conference:</b></p> <p><input checked="" type="checkbox"/> Pre-Bid Conference will be held.</p> <p><input type="checkbox"/> Pre-Bid Conference is Mandatory.</p> <p><input type="checkbox"/> A Pre-Bid Conference will not be held.</p>	<p>Date: <b>Monday, April 22, 2024</b> Time: <b>10:00 am</b></p> <p>Location: <b>Virtually via Microsoft Teams</b></p> <p><u><a href="#">Click here to join the meeting</a></u></p> <p>Meeting ID: 215 784 749 160 Passcode: YY3nWY</p> <p><u>Dial-in Instructions:</u></p> <ul style="list-style-type: none"> <li>• Dial the Telephone Number: <u><a href="tel:+15612326910">+1 561-232-6910</a></u>, <u><a href="tel:+15612326910">900466758#</a></u></li> <li>• Phone Conference ID: 900 466 758#</li> </ul> <p>Reference: Introductions to Bidders, Sub-Section 4, Pre-Bid Conference.</p>
<p><b>Site Visit:</b></p> <p><input type="checkbox"/> Site Visit will be held.</p> <p><input checked="" type="checkbox"/> Site Visit is Mandatory.</p> <p><input type="checkbox"/> Site Visit will not be held.</p>	<p>It is the Bidder's responsibility to visit the sites of the proposed work at locations as indicated herein and become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. <b>The site inspection form included herein must be signed and submitted with bids. Bids received from Bidders not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.</b></p>
<p>Last Day for Receipt of Questions:</p>	<p><b>April 27, 2024 by 5:00 PM ET</b></p> <p>Questions will be allowed up to 10 days before the initial deadline for submittal of bid proposals. Questions must be directed to <u><a href="mailto:purchasing@greenacresfl.gov">purchasing@greenacresfl.gov</a></u>.</p> <p>Reference: Introductions to Bidders, Sub-Section 10, Pre-Bid Interpretations.</p>

## PROJECT SPECIFIC INFORMATION & REQUIREMENTS

<p>Minimum Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Bids from bidders that do not meet the following Minimum Requirements shall be deemed non-responsive and shall not be considered.</p> <ol style="list-style-type: none"> <li>1. County Business Tax Receipt where the business is located (included with the proposal).</li> <li>2. Copy of State of Florida or County Competency license, if applicable, (to be included with proposal).</li> <li>3. Verification of the number of continuous years the bidder has been in business under the same ownership and management. Bid proposals will only be considered from bidders in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in this bid document.</li> <li>4. A minimum of five (5) references for similar work. Preference will be given to bidders with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.</li> </ol>
<p>Bid Bond Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder shall submit, WITH ITS BID, an original bid bond, certified check, or cashier's check, in the amount of 5% of the bid amount, payable to City of Greenacres, Florida.</p> <p><b>Failure to include the bid bond WITH THE BID PROPOSAL shall result in the bid being deemed non-responsive and not being considered.</b></p>
<p>Davis-Bacon Wage Rates:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it, and its sub-contractors, shall pay laborers and mechanics employed under the contract no less than the prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of the bid.</p>
<p>Insurance:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p> <p><input type="checkbox"/> Amended by Supplementary Conditions</p>	<p>If the requirement applies, Bidder agrees it shall fully comply with the following insurance requirements:</p> <ol style="list-style-type: none"> <li>A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.</li> </ol>

- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.
- E. Builders Risk Insurance utilizing an "All Risk" coverage form, with limits equal to the completed value of the project and no coinsurance penalty. (City of Greenacres shall be named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)
- F. Umbrella Liability Insurance in an amount no less than \$1,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- G. Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

Additional Insured - City of Greenacres must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Greenacres.

Waiver of Subrogation - Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers - Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage - Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the



	<p>work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.</p> <p>Certificate Holder Must Read:  City of Greenacres  Purchasing Department  5800 Melaleuca Lane  Greenacres, FL 33463</p> <p>Special Risks or Circumstances - The City of Greenacres reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.</p> <p>Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.</p>
<p>Contract Price:</p> <p><input checked="" type="checkbox"/> Lump sum pricing shall apply.</p> <p><input type="checkbox"/> Unit pricing shall Apply.</p>	<p>As indicated, contract pricing shall be based on lump sum or unit pricing.</p>
<p>Contract Completion Time &amp; Schedule:</p>	<p>Days for Completion: <u>270</u> days</p> <p>Reference: Introductions to Bidders, Sub-Section 18, Construction Schedule &amp; Sub-Section 19, Time of Completion, Liquidated Damages</p>
<p>Liquidated Damages:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>1. Failure to achieve Substantial Completion: <u>\$250/day</u></p> <p>2. Failure to achieve Final Completion: <u>\$250/day</u></p> <p>Reference: Introductions to Bidders, Sub-Section 19, Time of Completion, Liquidated Damages</p>
<p>Performance &amp; Payment Bond Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Reference Introductions to Bidders, Sub-Section 25, Contract Security</p>
<p>Prevailing Wage Rates:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it, and its sub-contractors, shall pay laborers and mechanics employed under the contract no less than the prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of the bid.</p>

<p>Required Licenses/Permits:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p><b>LICENSES:</b> If the Contractor is a State of Florida Certified General Contractor OR Palm Beach County Licensed Contractor the following will be required:</p> <ol style="list-style-type: none"> <li>1. Copy of State Contractors Certification OR Palm Beach County Competency License</li> <li>2. Place of Business Occupational License</li> </ol> <p><b>PERMITS:</b> The CONTRACTOR shall obtain and pay for any permits that may be required for execution of the work, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. City of Greenacres (permit)</li> <li>2. NPDES Permit</li> </ol>
<p>Standard General Conditions of the Construction Contract:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>These can be found as Attachment A to the bid document.</p>
<p>Supplementary Conditions to the General Conditions:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>N/A</p>
<p>Federal Compliance Documents:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>These can be found in Introductions to Bidders, Sub-Section 29, FEMA Provisions and as Attachments B through E to the bid document.</p>
<p>Trench Safety Act Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Reference: General Terms and Conditions</p>
<p>Consultant:</p>	<p>Leonard Z. Gamble, Craven Thompson &amp; Associates</p>
<p>Contract Coordinator:</p>	<p>Carlos Cedeño, Public Works Director</p>

## SUBMITTAL REQUIREMENTS

Submittal Location:	<p>Bids shall be submitted in duplicate, in one sealed envelope addressed to the Director of Purchasing and marked "Bid No. 24-020 GLADIATOR LAKE DRAINAGE ENHANCEMENTS" at the following address:</p> <p style="text-align: center;">City of Greenacres Purchasing Department 5800 Melaleuca Lane Greenacres, FL 33463</p>
Submittal Format & Requirements:	<p>In order to maintain comparability, facilitate the review process and assist in the review of bid submittals, it is strongly recommended that bids be organized and tabbed as specified below.</p> <p><b>TAB 1: <u>APPENDIX A FORMS</u></b> The following documents shall be submitted by the established deadline.</p> <ol style="list-style-type: none"> <li>1. Bid Proposal Form</li> <li>2. Bid Schedule</li> <li>3. Bidder Certification</li> <li>4. Site Inspection Form</li> <li>5. Bidders Qualification Form</li> </ol> <p style="text-align: center;"><b>FAILURE TO SUBMIT THESE DOCUMENTS WITH ITS BID SHALL RESULT IN BID BEING DEEMED NON-RESPONSIVE.</b></p> <p><b>TAB 2: <u>MINIMUM QUALIFICATIONS AND SUBMITTAL REQUIREMENTS</u></b> Submit evidence, as specifically requested in the Bid Summary, of compliance with each minimum requirement(s) of this bid. Bidders that do not comply, or for whom the City cannot verify compliance, shall be deemed non-responsive and its bid shall not be considered.</p> <p><b>TAB 3: <u>APPENDIX B FORMS</u></b> The following documents shall be submitted:</p> <ol style="list-style-type: none"> <li>1. Corporate or Partnership Certificate</li> <li>2. Bid Bond</li> <li>3. Subcontractors List</li> <li>4. Drug-Free Workplace Certification</li> <li>5. Scrutinized Companies</li> <li>6. E-Verify Acknowledgement</li> <li>7. Non-Collusive Affidavit</li> </ol> <p><b>TAB 4: <u>OTHER DOCUMENTATION</u></b></p> <ol style="list-style-type: none"> <li>1. Attachment B: Byrd Anti-Lobbying Amendment Certification</li> <li>2. Submit any other documentation your company deems as relevant.</li> </ol>

## INSTRUCTIONS TO BIDDERS

1. **General.** This bid is issued by the City of Greenacres as the means for prospective bidders to submit their qualifications, proposed scopes of work and cost proposals to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the bidders and, subsequently, the successful bidder(s) if this bid results in an award.

The City utilizes DemandStar ([www.demandstar.com](http://www.demandstar.com)) for automatic notification of solicitation opportunities. Any prospective bidder who has received this bid by any means other than through DemandStar is solely responsible for registering immediately with DemandStar to assure it receives any addendum issued to this bid. Additionally, prior to submittal of the bid, bidder shall verify that it has received and complied with all addenda issued. **Failure to receive an addendum, or comply with an addendum requirement, may result in disqualification of bid submitted.**

2. **Sealed Proposals.** Sealed Bid Proposals will be received at the time and place designated in the advertisement for bid and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, equipment and machinery necessary, and performing all operations required for the completion of the work specified and as shown on the Construction Plans.
3. **Delivery of Proposals.** All Bid Proposals, whether mailed or delivered in person, shall be submitted in a sealed envelope bearing on the outside the words "SEALED BID", the name of the bidder, bidder's address, and clearly marked as follows:

**"Sealed Bid - BID NUMBER 24-020 GLADIATOR LAKE DRAINAGE ENHANCEMENTS"**  
and addressed to: Director of Purchasing  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres, Florida 33463

It is the sole responsibility of the Bidder to ensure that their bid reaches the Purchasing Department on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Bids by telephone, telegram, email or facsimile shall not be accepted.

4. **Pre-Bid Conference.** All interested parties are invited to attend a pre-bid conference on Monday, April 22, 2024 commencing at 10:00 am virtually via Microsoft Teams. **Attendance is not mandatory.** At this time, the City's representative(s) will be available to answer questions relative to this Invitation to Bid. Any modifications may be presented in writing to the City contact person stated in Item 10, Pre-Bid Interpretations as possible amendments to the Invitation to Bid. Changes to specifications and terms and/or conditions shall only be accomplished by written addendum.
5. **Proposal Forms.** Submit Bid Proposal in duplicate on the forms furnished herewith (Appendix A). All blank spaces must be filled in as noted (in blue or black ink or typed) in both words and figures with amounts extended and totaled. The time of completion of the work will be the number of calendar days stated from the date of the Notice to Proceed to the date of the final pay request approval by the Engineer. This project is required to be completed in 270 days.

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use an attachment as an addendum to the Bid Proposal Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid proposal. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's bid proposal and presented in the form of an addendum to the original bid documents.

6. **Signature On Proposal.** Sign Bid Proposal correctly. Electronic signatures are accepted. If an individual makes the Bid Proposal, the individual's name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid

Proposal shall show the name of the state under the law of which the corporation was incorporated, also names and business addresses of its president, secretary, and treasurer. The Bid Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid Proposal, as agent, shall file (with the proposal) legal evidence of authority to do so. The partnership or corporate certificate, as applicable, must be completed and submitted with the Bid Proposal.

7. **Addenda.** Each Bidder will be held responsible for familiarity with all component parts of the proposed Contract Documents furnished for the Bid, including all addenda issued during the bidding period. Any addenda issued after procurement of the Contract Documents will be emailed to each party holding Bid Documents at that time. Each Addendum, including attachments, will be posted on the DemandStar web site which may be accessed at [www.demandstar.com](http://www.demandstar.com). Such addenda will be issued only to correct errors, omissions or discrepancies discovered during the bidding period, at the sole discretion of the City, and not later than seven (7) days prior to Bid opening. Any verbal clarifications given by any party during the bidding period shall in no way modify the terms or conditions of the Bidding Documents. Prior to submittal of a Bid, each Bidder shall be responsible for determining if any addenda have been issued.
8. **Examination of Contract Documents and Site.** It is the responsibility of each Bidder before submitting a Bid, to:
  - a. Examine the Contract Documents thoroughly.
  - b. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
  - c. Take into account federal, state and local (City and Palm Beach County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
  - d. Study and carefully correlate Bidder's observations with the Contract Documents.
  - e. Carefully review the Contract Documents and notify City of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. **Inspection of Site.** It is the Bidder's responsibility to visit the sites of the proposed work at locations as indicated herein and become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. **The site inspection form included herein must be signed and submitted with bids. Bids received from Bidders not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.**
  
10. **Pre-Bid Interpretations.** Only those questions answered by the City's Purchasing Department, via written addendum to this bid, shall be binding as to this bid. City's answers to questions may supersede terms noted in this bid, and in such event, such answers shall govern and control this bid. Verbal and other interpretations or clarifications of City representatives or employees will be without legal effect. All questions about the meaning or intent of the contract documents are to be in writing. Interpretations or clarifications considered necessary by the City's Purchasing Director in response to such questions will be issued by City by means of addenda. **Written questions should be received no less than ten (10) calendar days prior to the date of the opening of Bids. There shall be no obligation on the part of City or the City's Purchasing Director to respond to questions received less than ten (10) calendar days prior to bid opening.**

All questions, comments and other communications by all prospective contractors, material suppliers, vendors, etc., shall be directed to the following individuals:

As pertains to materials used, specifications, and drawings:

**Engineer:** **Leonard Z. Gamble, P.E.**  
Craven Thompson & Associates, Inc.  
4723 W. Atlantic Avenue, Suite A12  
Delray Beach, FL 33445  
Phone: 561-501-5718  
Email: [zgamble@craventhompson.com](mailto:zgamble@craventhompson.com)

As pertains to bidding and award process:

**Purchasing Director:** **Monica Powery**  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres, FL 33463  
Ph: (561) 642-2030  
Email: [purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov)

11. **Award of Contract.** The award of the contract, if it is awarded, will be to the lowest responsible and responsive Bidder whose qualifications indicate the award will be to the best interest of the City and who's Bid Proposal shall comply with the requirements of the Contract Documents. The City will award this contract to the lowest responsive responsible Bidder based on the Base Bid. Time is of the essence for this project and the time limits are set in

the Bid Proposal. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the City is satisfied that the Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the City within the time specified.

12. **Bid Quantities.** The Bidder's attention is called to the fact that the estimate of quantities of all work to be done and material to be furnished under these specifications, as shown on the plans, is approximate and is given only as a convenience for the Contractor. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities. The City reserves the right to increase or decrease the amount of, or delete entirely, any bid item or portion of any bid item that may be deemed necessary or advisable, and to adjust the contract price accordingly. The bid total price is to be based upon lump sum amount and not on unit price quantity. Bidder is responsible to make sure total bid amount is adequate to complete all work required on the contract plans. Bidder shall not change estimated quantities in bid schedule provided, but shall provide a unit price for each item. Any discrepancies with the quantities shall be submitted ten (10) days prior to the Bid closing date to the contact person where name and address are included in paragraph 1.37.
13. **Financial Statement.** If requested by the City, a Bidder under consideration for award shall furnish a certified financial statement, current within the past thirty days, which must be a complete report of the financial resources and liabilities, equipment available, past performance records, personnel and organization experience.
14. **Regulations Affecting the Work.**
  - **Compliance with Laws:** The Contractor hereby agrees and shall be solely responsible for ensuring that they and any subcontractors make themselves fully aware of the requirements of any applicable ordinances, statutes, laws or federal regulations which may affect this project or the Contractor's/Subcontractor's work under this project, including but not limited to safety regulations, Federal wage regulations and others. The Contractor further agrees that neither the City of Greenacres nor its Engineers shall be responsible for ensuring compliance or notification of any changes or modifications to any such applicable ordinances, laws, statutes, rules and regulations.
  - **State and County Licenses:** When applicable, Contractor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with Bid and must be in the name of the Bidder shown on the Bid Proposal page.
  - **City Licenses and Permits:** When applicable, it shall be the responsibility of the successful Bidder to obtain, at no additional cost to the City of Greenacres, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees required by the City shall be waived for this work; however, the successful vendor must pay any applicable City Occupational License or Registration fees.
15. **Utilities and Structures Shown on the Plans.** Existing utilities and facilities are shown on the Contract Drawings only for the convenience of all parties concerned and were established without guarantee as to their accuracy or completeness of location. Because of conflicting and sometimes erroneous information, certain facilities may not be located

precisely as shown, or may be omitted entirely. Prior to performing any work, the Contractor shall determine, by site inspection or otherwise, all pertinent data concerning the existing utilities, structure and facilities, including the request of each utility agency to advise Contractor of the location of their facilities in the work vicinity.

The Contractor shall be completely responsible for the relocation, as required, of existing utilities and structures with such work accomplished at no additional cost to the City. The City will assume no liability for damages sustained or costs incurred because of the Contractor's operations in the vicinity of the existing utilities or structures. The Contractor shall schedule work in such a manner that the utility companies relocating or supporting their utilities cause no delay. No compensation shall be made for such loss of time.

The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to insure that the proposed work can actually be positioned as planned, the Contractor shall make any excavation necessary for location of structures and utilities prior to construction of that particular portion of the job.

All overhead, surface or underground structures encountered during construction, whether shown on the plans or not shown on the plans, are to be carefully protected from injury or displacement, and all damage to such structure is to be completely repaired within a reasonable time; otherwise, the City may give twenty-four (24) hours notice to the Contractor, then repair the damage at the Contractor's expense. All such repairs made by the Contractor are to be made to the satisfaction of the City.

**16. Construction Staking.** The Contractor shall be responsible for laying out the work area.

**17. Construction Rights.** The City has obtained construction rights to assure sufficient rights-of-way to construct the project. The Contractor shall be responsible for payment of all costs or charges by entities other than the City for, but not necessarily limited to, the following and shall have included all such costs in the Base Bid prices stated in Bid:

1. Licenses required by law;
2. Inspection, testing and construction supervision fees charged by utility companies, railroad companies, public authorities or others;
3. All charges by others for assistance to the Contractor for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the contractor's operation;
4. All costs of restoration of the work site to condition equal or better than that prior to construction;
5. All costs of restoration of pavements and structures damaged by the Contractor's operation. Likewise, the Contractor shall pay all costs of restoring all work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the work area incidental to the work **solely to the satisfaction of the City**; and
6. All public liability, property damage and contractual liability insurance required by others to permit the Contractor's operation.



18. **Construction Schedule.** The Contractor shall submit on a form acceptable to the City, an overall construction schedule for the project. This construction schedule shall start with the proposed date of signing the Contract, and the completion date shall be the date specified in the Contract.
19. **Time of Completion, Liquidated Damages.** The time allowed to complete the work is **two hundred seventy (270) days**. By submitting a Bid Proposal for the work, the Contractor agrees with the rate of accrual of liquidated damages as stated in the Contract Documents for Contractor's failure to complete the work within a time so specified.
20. **Return of Proposal Guaranty.** As soon as the Bid Proposals have been compared, the City may, at its discretion, return the guaranty deposit accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which they will be returned upon request to the respective bidders whose proposals they accompany.
21. **Failure to Execute the Contract.** The failure on the part of the successful Bidder to execute the Contract as required will be just cause for the amount of the guaranty deposited with the Bid Proposal, either in the form of a certified or cashier's check, or a Bid Bond, to be retained or be paid upon demand by the City; not as a forfeiture, but rather for liquidated damages, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and that such damages equal the amount of the bid security or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a Bid Proposal.
22. **Time of Award.** The City reserves the right to hold all Bid Proposals and Bid guaranties for a period not to exceed one hundred twenty (120) days after the date of Bid opening stated in the Invitation to Bid. Bid files may be examined during working hours by appointment only thirty days after Bid opening or after City provides notice of an intended award decision, whichever is earlier.
23. **Proposal Modifications.** Modifications must be received from Bidders prior to opening of first Bid. Modifications must be in written or printed form. Bidders shall not be allowed to modify their Bids after the opening time and date.
24. **Substitutions.** To obtain approval to use unspecified products, Bidders shall submit written request at least fourteen (14) days before the Bid date. Requests received after this time will not be considered. The request shall clearly describe the product for which the approval is asked, including all data necessary to demonstrate acceptability, as required by the Engineer. If the product is acceptable, the Engineer will approve it through an addendum issued through the City Purchasing Director to all the Bidders on record.
25. **Contract Security.** Paragraph 5.01 of the General Conditions sets forth the City's requirements as to performance and payment bonds. Prior to execution of contract, the successful Bidder must deliver the required performance and payment bonds. These bonds must be executed on the forms provided in the Bidding Documents and accompanied by the surety company's current valid Certificate of Authority issued by the United States Department of the Treasury under S.S.31, U.S.C. 9304-9308.
26. **Hours of Work.** The Contractor is hereby informed and understands that the City of Greenacres restricts certain noise between the hours of 7:00 p.m. and 7:00 a.m.

Therefore, the work is restricted during these hours, unless the Engineer determines emergency conditions exist and are endangering life or property. If the Contractor is authorized to operate equipment 24 hours per day, the engines shall be provided with residential type silencers approved by the Engineer. The Contractor and or any subcontractor shall not be authorized to work exclusively on nights, Saturdays, Sundays or holidays unless the Contractor agrees to reimburse the City for all expenses incurred; nor is the contractor or any subcontractor allowed to perform 100% of their work on this project on nights, Saturdays, Sundays or County recognized holidays without a County waiver and at a minimum, perform work on this project for one regular working day.

27. **Errors.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the total Bid amount will be adjusted accordingly. In the event of a conflict between prices in words and figures, the stated prices in words will take precedence. The Bidder must initial bids having erasures or corrections in ink.

28. **BID TIMETABLE:**

<b>Event</b>	<b>Date</b>
Advertisement	Sunday, April 7, 2024
Non-Mandatory Pre-Bid Meeting at 10:00 A.M.	Monday, April 22, 2024
All written questions and inquiries due by 5:00 P.M.	Saturday, April 27, 2024
All addendums shall be issued on or before 5:00 P.M.	Tuesday, April 30, 2024
Proposals due no later than 3:00 P.M.	Tuesday, May 7, 2024
Award by City Council ( <i>tentatively</i> )	Monday, May 20, 2024
Notice to Proceed & Purchase Order Issued	TBD

29. **FEDERAL CONTRACT PROVISIONS:**

1. **EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2. DAVIS-BACON ACT:**

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

## **3. COPELAND "ANTI-KICKBACK" ACT:**

Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The [City of Greenacres](#) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:**

##### Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the City of Greenacres, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### **6. DEBARMENT AND SUSPENSION:**

##### Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Greenacres. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Greenacres, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **7. BYRD ANTI-LOBBYING AMENDMENT:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee

of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

#### **8. PROCUREMENT OF RECOVERED MATERIALS:**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **9. DOMESTIC PREFERENCES FOR PROCUREMENTS:**

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **10. ACCESS TO RECORDS:**

The Contractor agrees to provide the City of Greenacres, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**11. DHS SEAL, LOGO, AND FLAGS:**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

**12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING:**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**13. NO OBLIGATION BY FEDERAL GOVERNMENT:**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**15. AFFIRMATIVE SOCIOECONOMIC STEPS:**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**16. COPYRIGHT AND DATA RIGHTS:**

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Greenacres, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Greenacres or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Greenacres data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Greenacres.



## GENERAL TERMS AND CONDITIONS

### **1. GENERAL INFORMATION:**

These documents constitute the complete set of specification requirements and bid forms. Bid proposal is to be filled in, signed, sealed and mailed or presented to the Purchasing Department on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid proposal reaches the Purchasing Department on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bid proposals delivered after the time specified be considered. Such bid proposals shall be returned to the vendor unopened.

All bid proposals must be typewritten or written in ink, and must be signed by an officer or employee having authority to bind the company or firm. Electronic signatures are accepted.

Bidders shall not be allowed to modify their bid proposals after the opening date and time. Bid proposal files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:  
City of Greenacres  
Purchasing Department  
[purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov)  
(561) 642-2030

### **2. INQUIRIES:**

Interested bidders may contact the City's Director of Purchasing, Monica Powery, CPPB, with questions about the bid by e-mail at [purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov). The Purchasing Department is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All bidders are expected to carefully examine the bid documents. Any ambiguities or inconsistencies should be brought to the attention of the City Director or Purchasing through written communication. The Director of Purchasing will receive written requests for clarification concerning the meaning or interpretations of this bid, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective bidders to various portions of the bid so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid document.

### **3. BID TABULATION:**

Bidders may download the bid tabulation directly from DemandStar at [www.demandstar.com](http://www.demandstar.com). The City does not notify unsuccessful bidders of agreement awards.

### **4. POSTING OF BID TABULATIONS:**

Bid tabulations with recommended awards will be posted for review by interested parties on DemandStar at [www.demandstar.com](http://www.demandstar.com) prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

### **5. BID FORMS:**

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Department and enter information only in

the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use an attachment as an addendum to the Bid Proposal Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid proposal. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's bid proposal and presented in the form of an addendum to the original bid documents.

### **6. DEVELOPMENT COSTS:**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bid proposals simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid.

### **7. DELAYS:**

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify bidders of changes in scheduled due dates by written addendum(s).

### **8. LICENSES AND PERMITS:**

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with bid proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this bid, however, the successful bidder must pay any applicable City Business Tax Receipt fees.

### **9. CERTIFICATIONS:**

When applicable, bidder must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt for Palm Beach County. Copy of certificate and license must be submitted with bid proposal and must be in the name of the bidder shown on the Bid Proposal page.

### **10. CONTRACT EXTENSION:**

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

### **11. AWARDS:**

As the best interest of the City Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate, otherwise the bid proposal will be construed as incomplete and may be rejected.

### **12. CONTRACTUAL AGREEMENT:**

The form of the agreement will be determined by the City. If a sample agreement is included in the bid, the City anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, bidders are advised that any agreement that may result from the bid may deviate from the sample agreement.

It is expressly agreed that the bidder is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to bidder's sole direction, supervision and control. Bidder shall exercise control over the means and manner in which it and its employees perform and work. In all respects bidder's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original bid terms and conditions, purchase order, and bidder proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the bidder. Any additional contract or agreement requested for consideration by bidder must be attached and enclosed as part of the bid proposal.

**13. SUBCONTRACTING:**

If a bidder subcontracts any portion of services provided under a resulting agreement for any reason, bidder must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with bid proposal response and approved by the City. The City reserves the right to reject a bid proposal, of any bidder, if the bid proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the bidder, or the bidder shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the bidder to ensure that insurance and licenses required by this agreement are in effect.

**14. E-VERIFY:**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs

incurred by the City as a result of the termination of the Agreement.

**15. FLORIDA TRENCH SAFETY ACT:**

If the work involves trench excavations that will exceed a depth of 5 feet, the requirements of Florida Statutes, Chapter 553, Part III, Trench Safety Act, will be in effect. The Bidder, by virtue of submitting a bid, certifies that such Act will be complied with during the execution of the work. Bidder acknowledges that included in the total bid price are all costs for complying with the Florida Trench Safety Act.

**16. PRICE/DELIVERY:**

The City requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (bidder pays and bears freight charges, bidder owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any bid proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by City of Greenacres, herein referred to as City, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid proposal form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

**17. NEWS RELEASES:**

The bidder shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this bid or the service, study or project to which it relates.

**18. ADDITIONS OR DELETION OF SERVICES:**

The City reserves the right to add to the services specified in this bid, or to delete any portion of the scope of services at any time.

**19. QUANTITIES:**

The quantity requirements, if established herein, are estimated. The City reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

**20. ACCEPTANCE/REJECTION:**

The City reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to

reject the bid proposal of any bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

**21. DISQUALIFICATION OF BIDDER:**

The submittal of more than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered and will be cause for rejection of all proposals submitted by a Bidder.

**22. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:**

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid. The City shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the City's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the City), the bidder will be required to compensate the City for difference in price incurred from going to the next low bidder.

**23. NO BID:**

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids/RFPs.

**24. OMISSION OF DETAILS:**

Omission of any essential details from these specifications will not relieve the bidder of supplying such product(s) as specified.

**25. MISTAKES:**

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bid proposals having erasures or corrections must be initialed by the bidder.

**26. AVAILABILITY OF FUNDS:**

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

**27. PAYMENT:**

The City will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

**28. DISCOUNT:**

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes, unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

**29. ADDITIONAL SERVICES:**

The City may require additional services, similar in scope to the requirements of this bid, from time to time. Services not specifically identified in this bid may be added by mutual agreement of the Parties and approval of the City Manager.

**30. TERMINATION:**

a. Termination for Cause

If, through any cause, the bidder shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the bidder shall violate any of the provisions of the Purchase Order, the City may upon written notice to the bidder, terminate the right of the bidder to proceed under the Purchase Order, and may hold the bidder liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the bidder under the agreement shall, at the option of the City, become the City's property and the bidder shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The bidder, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the bidder, and the City may withhold any payments to the bidder for the purpose of off set until such time as the amount of damages due the City from the bidder is determined. The bidder shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the bidder a thirty (30) day written notice.

**31. PERFORMANCE:**

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

**32. CANCELLATION:**

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

**33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

Bidder certifies that all material, equipment, etc., contained in his/her bid proposal meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment,

etc., into compliance with the aforementioned requirements shall be borne by the bidder.

**34. MATERIAL SAFETY DATA SHEET:**

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

**35. CHEMICAL APPROVALS:**

Any chemicals used in the construction of this project by the bidder must have prior approval of the Environmental Protection Agency (EPA) or United States Department of Agriculture (USDA).

**36. SAFETY REGULATIONS:**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

**37. CODES AND REGULATIONS:**

The bidder must strictly comply with all Federal, State and local building and safety codes.

**38. FEDERAL AND STATE TAX:**

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City, nor shall any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

**39. LEGAL REQUIREMENTS:**

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

- (a) Bidders doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin,

sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a bidder submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from bidders who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal on an agreement to provide any goods or services to a public entity, may not submit a bid proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bid proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

**40. UNIFORM COMMERCIAL CODE:**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder and the City for any terms and conditions not specifically stated in the Invitation to Bid.

**41. INDEMNIFICATION:**

Bidder agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with bidder's performance under this agreement, bidder's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the bidder or any breach of the items of this agreement; provided, however, the bidder shall not be responsible to the City for damages resulting out of bodily injury or to property which bidder can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the bidder's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the bidder; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the bidder under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been

steeled and suitable evidence to the effect furnished to the City.

The bidder acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded bidder, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

**42. CONE OF SILENCE:**

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

**43. CONFLICT OF INTEREST:**

The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid proposal the name of any officer, director or agent who is also an employee of the City. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

**44. NON-COLLUSION:**

Bidder, by submitting a bid proposal, certifies that their bid proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a bid proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) bid proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any bidder is interested in more than one (1) bid proposal for work contemplated; all bid proposals in which such a bidder is interested will be rejected.

**45. CODE OF ETHICS:**

If any bidder violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid proposal is submitted and shall be further disqualified from submitting a response

on any future bids/RFPs for work, goods or services for the City of Greenacres.

**46. GOVERNING LAW AND VENUE:**

Any agreement resulting from this bid shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**47. EEO STATEMENT:**

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

**48. SEVERABILITY:**

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

**49. INSPECTOR GENERAL OF PALM BEACH COUNTY:**

The bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the bidder and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

**50. SCRUTINIZED COMPANIES:**

As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**51. PUBLIC RECORDS:**

Upon award recommendation or thirty (30) days after opening, whichever occurs first, bid proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the

exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**52. RECORDS/AUDITS:**

The City of Greenacres is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

**53. PURCHASING PROTESTS:**

- (a) *Right to protest.* Any actual bidder, proposer, offeror, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the City (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the City's website or purchasing bulletin board by the Purchasing Agent or designee (for protests challenging the award). It shall be the responsibility of a bidder, offeror, vendor or contractor to ascertain the advertisement date and/or bid award information from the Purchasing Department. Protestors shall file their protests in writing with the Purchasing Agent during normal office hours of the City, but in no

event later than 4:00 p.m. on any normal business day of the City, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the Purchasing Agent.

- (c) *Decision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within a reasonable amount of time. The Purchasing Agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, vendor or contractor concerning the competitive selection process or award. If the Purchasing Agent is unable to resolve the protest, the Purchasing Agent in consultation with the City Manager shall render a decision. The decision of the City Manager shall:
  - (1) State the reasons for the action taken; and
  - (2) Inform the protestor of its right to appeal as provided in this section.
- (d) *Notice of decision.* A copy of the decision of the Purchasing Agent and City Manager shall be mailed or otherwise furnished promptly to the protestor and any other party intervening. A refusal to accept a copy furnished by mail or otherwise shall not affect the validity of the decision.
- (e) *Appeal to City Council.* A protestor may appeal the decision of the City Manager to the City Council by filing a written notice of appeal within seven (7) business days after receipt of the notice of decision of the City Manager. The notice of appeal shall be filed with the City Manager during normal office hours of the City Manager, but in no event later than 5:00 p.m. on any normal business day of the City prior to the expiration of the deadline for the notice of appeal. The notice of appeal shall set forth the grounds for the appeal. The protest shall be heard by the City Council within a reasonable time of the filing of the notice of appeal with the City Manager.
- (f) *Finality of decision.* A decision of the Purchasing Agent and City Manager regarding a protest which is not timely appealed to the City Manager, or a decision of the City Manager which is not timely appealed to the City Council, or a decision of the City Council regarding a protest, shall be final and conclusive. A bidder, offeror, vendor or contractor who has not timely appealed the decision(s) regarding the protest to the City Council shall not be deemed to have exhausted his or her administrative remedies.
- (g) *Stay of procurements during protests.* In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the competitive selection process or award until all administrative remedies have been exhausted or until the City Manager makes a written determination that the competitive selection process and/or award without delay is necessary to protect substantial interests of the City. The City Council may, upon determination that a bona fide emergency exists, waive all bid protest procedures and approve an award.
- (h) *Failure to follow procedure.* Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, vendor or contractor.

**54. PUBLIC RECORDS**

**CUSTODIAN:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
5800 MELALEUCA LANE  
GREENACRES, FL 33463  
(561) 642-2006  
CITYCLERK@GREENACRESFL.  
GOV**

## APPENDIX A

# CITY OF GREENACRES

---

Bid Proposal Form  
Bid Schedule  
Bidder Certification  
Site Inspection Form  
Bidders Qualification Form

**MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RENDER BID  
NON-RESPONSIVE.**

---



**BID PROPOSAL**  
**GLADIATOR LAKE DRAINAGE ENHANCEMENTS**  
**BID NO. 24-020**

**Name of Bidder:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Submitted:** \_\_\_\_\_, 20\_\_\_\_

Bidder:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Bid Proposal of the Contract to which the work pertains; that this Bid Proposal is made without connection or arrangement with any other person, company, or parties submitting a Bid or Proposal and that the Bid Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work, or Bidder has made sufficient test holes and/or other subsurface investigations to be fully satisfied, and that from personal knowledge and experience such site is a correct and suitable one for this work and Bidder assumes full responsibility therefore; that Bidder has examined the Drawings and Specifications for the work to be done and has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Bid Proposal, Bid security, form of Contract, Performance and Payment Bonds, General Conditions and Supplementary Conditions, Technical Specifications, Drawings and has read all Addenda prior to the opening of Bids, and that Bidder is satisfied fully, relative to all matters and conditions with respect to the work to which this Bid Proposal pertains.

The Bidder proposes and agrees, if this Bid Proposal is accepted, to Contract with the City of Greenacres, in the form of Contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Bid Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" by the City and to fully complete the project,

**Within two hundred seventy (270) consecutive calendar days,**

Thereafter as stipulated in the Contract Documents. The Bidder further agrees to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter, through the calendar day on which the project is complete in accordance with the Contract Documents.

The Bidder further agrees to execute a Contract and furnish satisfactory Contract Bonds and Insurance Certificates after written notice being given by the City of the award of the Contract, and the undersigned agrees that in case of failure on Bidder's part to execute the Contract and furnish the said Contract Bonds and Insurance Certificates within the fifteen (15) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying Bid and money payable thereon shall be paid into the fund of the City of Greenacres, Palm Beach County, Florida, as liquidation of damages sustained by the City. Otherwise, the check or Bid Bond accompanying the Bid Proposal shall be returned to the undersigned after the Contract Bond and Insurance Certificates are filed, Contract is signed and the Notice to Proceed is issued.

The contract is lump sum. The **Bidder is responsible for determining the existing site conditions and quantity** estimates. The undersigned agrees to accept in full compensation for a Lump Sum amount for all the work described in the Contract Documents, and enumerated in the following bid schedule:

**STATE PRICE IN WORDS AND FIGURES**

**TOTAL BASE BID: GLADIATOR LAKE DRAINAGE ENHANCEMENTS**

Shall include all work shown on contract documents pertaining to the demolition, clearing, tree removal, dredging, filling, excavation grading, sodding, installation of drainage, installation of seawall, installation of turf reinforcement mat and work incidental thereto as shown on the Construction Plans and described in the Contract Documents.

---

**TOTAL BASE BID:** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **)**

**BIDDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Name of Contractor Service Representative:

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

City, State, and Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

**BID NO. 24-020 GLADIATOR LAKE DRAINAGE ENHANCEMENTS**  
**BID SCHEDULE**  
**BASE BID**

**BIDDER:** \_\_\_\_\_

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

┌ *Estimated Quantity* ┐

**\*Note: Reference to section 00 21 13 - 4, Item No. 12 “Bidder MUST verify quantity”**

ITEM NO.	DESCRIPTION	TOTAL QTY.*	UNIT	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION (INCLUDING SPECIAL MOBILIZATION FOR ALL LAKE BANK SHORELINE WORK BELOW AND ABOVE WATER ELEVATION)	1	LS		
2	MAINTENANCE OF TRAFFIC	1	LS		
3	TREE REMOVAL FROM LAKE BANK FOR ENTIRE LENGTH OF LAKE EMBANKMENT FROM WATERS EDGE TO TOP OF BANK (INCLUDES HAUL AND DISPOSE)	1	LS		
4	DEMOLITION (RETAINING WALL REMOVAL) (INCLUDES HAUL AND DISPOSE)	1250	LF		
5	DEMOLITION (FENCE REMOVAL) (INCLUDES HAUL AND DISPOSE)	2000	LF		
6	REPLACEMENT OF 4'-6' CHAINLINK FENCE	2000	LF		
7	FURNISH AND INSTALL 4'-6' SAFETY FENCE/RAILING AT PROPOSED WALL	800	LF		
8	EXCAVATION, HAUL, AND DISPOSE OF EXISTING LAKE EMBANKMENT MATERIAL.	7000	CY		
9	FURNISH AND INSTALL SUITABLE FILL MATERIAL	4000	CY		
10	INSTALLATION OF TURF REINFORCEMENT MAT ABOVE AND BELOW WATER ELEVATION ALONG LAKE BANK	6550	SY		
11	FURNISHING AND INSTALLATION OF RETAINING WALL/SEAWALL PER STRUCTURAL DETAILS AND CIVIL PLANS	670	LF		

12	EMBANKMENT FINAL GRADING	4800	SY		
13	SODDING (INCLUDES ESTABLISHING AND WATERING)	4800	SY		
14	REQUIRED TESTING	1	LS		
15	PREPARE AND PROVIDE GRADING ASBUILTS	1	LS		
16	NPDES PERMIT COMPLIANCE AND MONITORING	1	LS		
17	IRRIGATION RESTORATION ALLOWANCE	1	LS	50,000	50,000
18	CONFLICT ALLOWANCE	1	AL	50,000	50,000
19	DESILT AND TELEWISE EXISTING DRAINAGE PIPE (15"-30")	590	LF		
20	FURNISH AND INSTALL 15" RCP DRAINAGE PIPE	11	LF		
21	FURNISH AND INSTALL 18" RCP DRAINAGE PIPE	28	LF		
22	FURNISH AND INSTALL 21" RCP DRAINAGE PIPE	4	LF		
23	FURNISH AND INSTALL 24" RCP DRAINAGE PIPE	13	LF		
24	FURNISH AND INSTALL CONCRETE COLLAR/PIPE JACKET PER FDOT (15"-30")	4	EA		
25	CONSTRUCT PIPE OUTFALL IN SEAWALL AND SET PIPE IN WALL	1	EA		
26	FURNISH AND INSTALL 15" CMP DRAINAGE PIPE	20	LF		
27	FURNISH AND INSTALL 18" CMP DRAINAGE PIPE	40	LF		
28	FURNISH AND INSTALL 24" CMP DRAINAGE PIPE	20	LF		

**TOTAL LUMP SUM BASE BID:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

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

**BID NO. 24-020 GLADIATOR LAKE DRAINAGE ENHANCEMENTS**  
**BIDDERS CERTIFICATION**

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Acknowledgment is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_      Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

The following Documents are included with bid proposal and made a condition of the Bid:

- a. Corporate or Partnership Certificate as applicable
- b. Bid Bond
- c. Drug Free Workplace Certification
- d. Bidders Qualification Form
- e. Subcontractors List
- f. Non-Collusion Affidavit of Prime Bidder
- g. Anti-Kickback Affidavit
- h. Certification of Eligibility of General Contractor
- i. Certification of Nonsegregated Facilities
- j. Workforce Projection

Full names of persons and firms interested in the foregoing bid as principals are as follows:  
(Use additional sheets of paper if required.)

1. Name of Bidder, Corporation, Firm or Individual: \_\_\_\_\_

Business Address of Corporation, Firm or Individual: \_\_\_\_\_

Phone Number: \_\_\_\_\_

2. Name of Bidder, Corporation, Firm or Individual: \_\_\_\_\_

Business Address of Corporation, Firm or Individual: \_\_\_\_\_

Phone Number: \_\_\_\_\_

By: \_\_\_\_\_ **(SEAL IF A CORPORATION)**

**Signature**

\_\_\_\_\_  
**Typed Name and Title**

**BID NO. 24-020 GLADIATOR LAKE DRAINAGE ENHANCEMENTS  
SITE INSPECTION FORM**

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(Name of person who inspected site of proposed work for your firm)

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

Date of Inspection: \_\_\_\_\_

Name of Proposer, Corporation, Firm or Individual: \_\_\_\_\_

Business Address of Corporation, Firm or Individual: \_\_\_\_\_

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Phone Number: \_\_\_\_\_

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

Signature

\_\_\_\_\_  
Typed Name and Title

**BIDDERS QUALIFICATION FORM**

<b>PROJECT NAME: GLADIATOR LAKE DRAINAGE ENHANCEMENTS</b>	
<b>BID NUMBER: 24-020</b>	<b>DATE: _____</b>

Please fill out this form completely and submit with each Bid Proposal. Additional information may be required. **Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.**

In order for the City to properly qualify your firm and its Bid Proposal for the referenced project, please provide the following information:

1. Legal Name and Address:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_
  
2. Check one: Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Individual: \_\_\_\_\_
  
3. If Corporation, state:  
Date of Incorporation: \_\_\_\_\_  
State in which Incorporated: \_\_\_\_\_
  
4. If an out-of-state Corporation currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_
  
5. Name and Title of Principal Officers: \_\_\_\_\_ Date Elected: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 5.1 Name of Qualifying Agents: Date of Initial Qualification:  
\_\_\_\_\_  
\_\_\_\_\_

5.2 Name of Financially Responsible Officers (if any):

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6. If Partnership, state: Date of Partnership: \_\_\_\_\_

Name and Address of Partners:

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7. If Sole Proprietorship, state: Name and Address of Owner:

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8. List State, County or other Public Agencies with which your organization is qualified to perform work by some means of pre-qualification:

Agency	Trade in which Qualified	Expiration Date	Amount Approved
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9. Has your Organization or any member been involved in any litigation, arbitration or administrative proceeding within the last ten (10) years as a result of construction contracts, including but not limited to liens, delays, defective performance or workmanship? If yes, provide the following information for each case: (Submit attachments as necessary.)

a. Style or caption of litigation OR ARBITRATION; \_\_\_\_\_

b. All parties to such proceedings:

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c. Names, addresses, telephone numbers of Attorneys for each party:

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d. Date Litigation Started: \_\_\_\_\_

e. Status of Case: \_\_\_\_\_



f. Provide explanation of each claim by and against each party. (Attachments, as necessary.)

10. Have you or any principal of your company ever declared bankruptcy?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, provide dates and particulars:

<b>Date</b>	<b>Reason</b>
_____	_____
_____	_____
_____	_____

11. List three (3) construction-related credit references.

<b>Name</b>	<b>Address</b>	<b>Phone No.</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. List all subsidiaries or holding companies:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. List Corporate names or business names under which each of the principals in the present Corporation have done business for the last ten years.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. List major subcontractors and suppliers from your three (3) largest most recent projects:

<b>Project Name</b>	<b>Subcontr./Supp.</b>	<b>Contact</b>	<b>Phone</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

15. State construction experience of principal members of your organization:

<b>Name &amp; Title</b>	<b>Years Exper.</b>	<b>Type Work</b>	<b>Cost Range</b>	<b>In What Capacity</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List projects under direct supervision of the assigned Qualifying Agent(s), Project Manager(s), and/or Superintendent. (Attachments.)

<b>Project/Type</b>	<b>Size/Value</b>	<b>Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

If not listed above, provide work experience or assigned Qualifying Agent(s), Project Manager(s) and/or Superintendent.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. List licenses of key members, including Qualifying Agents, and attach copies, including Certificate of Competency:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. List six (5) similar projects your organization has completed in the last five (5) years. List similar Florida Public Works projects first.

NAME OF PROJECT \_\_\_\_\_ ADDRESS \_\_\_\_\_  
OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE # \_\_\_\_\_  
ARCHITECT \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE NO. \_\_\_\_\_  
CONTRACT AMOUNT \_\_\_\_\_ DATE OF COMPLETION \_\_\_\_\_  
WAS PROJECT COMPLETED WITHIN ALLOWED CONTRACT TIME? YES\_\_\_ NO\_\_\_  
PERCENTAGE OF THE COST OF THE WORK DONE BY YOUR OWN FORCES: \_\_\_\_\_%

---

NAME OF PROJECT \_\_\_\_\_ ADDRESS \_\_\_\_\_  
OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE # \_\_\_\_\_  
ARCHITECT \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE NO. \_\_\_\_\_  
CONTRACT AMOUNT \_\_\_\_\_ DATE OF COMPLETION \_\_\_\_\_  
WAS PROJECT COMPLETED WITHIN ALLOWED CONTRACT TIME? YES\_\_\_ NO\_\_\_  
PERCENTAGE OF THE COST OF THE WORK DONE BY YOUR OWN FORCES: \_\_\_\_\_%

---

NAME OF PROJECT \_\_\_\_\_ ADDRESS \_\_\_\_\_  
OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE # \_\_\_\_\_  
ARCHITECT \_\_\_\_\_ ADDRESS \_\_\_\_\_  
PHONE NO. \_\_\_\_\_  
CONTRACT AMOUNT \_\_\_\_\_ DATE OF COMPLETION \_\_\_\_\_  
WAS PROJECT COMPLETED WITHIN ALLOWED CONTRACT TIME? YES\_\_\_ NO\_\_\_  
PERCENTAGE OF THE COST OF THE WORK DONE BY YOUR OWN FORCES: \_\_\_\_\_%

---

NAME OF PROJECT \_\_\_\_\_ ADDRESS \_\_\_\_\_

OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_

ARCHITECT \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_ DATE OF COMPLETION \_\_\_\_\_

WAS PROJECT COMPLETED WITHIN ALLOWED CONTRACT TIME? YES \_\_\_ NO \_\_\_

PERCENTAGE OF THE COST OF THE WORK DONE BY YOUR OWN FORCES: \_\_\_\_\_%

NAME OF PROJECT \_\_\_\_\_ ADDRESS \_\_\_\_\_

OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_

ARCHITECT \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_ DATE OF COMPLETION \_\_\_\_\_

WAS PROJECT COMPLETED WITHIN ALLOWED CONTRACT TIME? YES \_\_\_ NO \_\_\_

PERCENTAGE OF THE COST OF THE WORK DONE BY YOUR OWN FORCES: \_\_\_\_\_%

18. Status of Current Contracts Over \$10,000

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):	Contract Amount	% Complete	Projected Completion Date
1 = All Insured, including Section 8	5 = Section 202		
2 = Flexible Subsidy	6 = HUD-Held (Management)		
3 = Section 8 Noninsured, Non-HFDA	7 = Public/India Housing		
4 = Insured (Management)	8 = Section 811		

CPD:

1 = New Construction \_\_\_\_\_

2 = Education/Training \_\_\_\_\_

3 = Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

19. What is the maximum bonding capacity of your company? (N/A if not applicable)

a. Aggregate Capacity (Dollar Amount): \_\_\_\_\_

b. Single Limit Capacity (Dollar Amount, Per Project): \_\_\_\_\_

c. Include the name, phone number and address of your current bonding company and any others you have used in the past five (5) years.

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## APPENDIX B

# CITY OF GREENACRES

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Bid Bond  
Subcontractors List  
Corporate Certificate  
Partnership Certificate  
Drug-Free Workplace Certification  
Scrutinized Companies  
E-Verify Acknowledgement  
Non-Collusive Affidavit

**TO BE SUBMITTED WITH THE BID.**

---

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, AND

\_\_\_\_\_ as SURETY are held and firmly bound unto the City of Greenacres, hereinafter called the Obligee, in the penal sum of:

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally; firmly by these presents.

WHEREAS, the Principal has submitted a bid for the construction of:

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

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that if the bid of the Principal herein is accepted and said Principal within the time stated in the written notice of award, (i) enter into a written contract with the City, then this obligation shall be void. If the Principal fails to complete (i) above, the sum herein stated shall be due and payable to the City, and the Surety herein agrees to pay said sum immediately upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure of said Principal.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

BY:

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

\_\_\_\_\_  
Surety Seal

BY:

\_\_\_\_\_  
Attorney in Fact

## SUBCONTRACTORS LIST

<b>PROJECT NAME: GLADIATOR LAKE DRAINAGE ENHANCEMENTS</b>
---

<b>BID NUMBER: 24-020</b>
---------------------------

<b>DATE: _____</b>
--------------------

A list of all subcontractors to be utilized on the project shall be provided herein. **This list of subcontractors shall be included with the bid submittal.** The contractor shall complete all categories that apply.

The purpose of this list is to discourage "sub-shopping" in general, and to provide a basis for the implementation of the substitution provisions of this Contract. The receipt of this Attachment in no way constitutes approval or disapproval by the City of any subcontractor listed.

Each subcontractor must hold a current Palm Beach County license as may be required for the purpose of performing the specified work for which they are listed. Each subcontractor listed and submitted with the bid proposal by the successful bidder will not be changed without prior written approval of the City. City consideration will be given only when the change is a benefit to the project and, therefore, the City, or when the absence of a change would be a detriment to the project by impacting the ability of the Contractor to complete his/her contract obligations. Following are the subcontractors to be used if the undersigned is awarded the contract.

TRADE	NAME	LICENSE NO.
Clearing/Grubbing	_____	_____
Grading	_____	_____
Paving	_____	_____
Sidewalk	_____	_____
Striping	_____	_____
Sod	_____	_____
Surveying	_____	_____
Underground Utilities	_____	_____
Geotechnical Testing	_____	_____
Dewatering Permitting	_____	_____
Demolition	_____	_____
Other (if cost exceeds 10% of Bid amount)	_____	_____

**BIDDING CONTRACTOR:**

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

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_



**CORPORATE CERTIFICATE**

<b>PROJECT NAME: GLADIATOR LAKE DRAINAGE ENHANCEMENTS</b> <b>BID NUMBER: 24-020</b>
--

I, \_\_\_\_\_, certify:

1. That I am the \_\_\_\_\_, of the Corporation Officer named in the foregoing Bid Proposal; and
2. That \_\_\_\_\_, who signed said Bid Proposal on behalf of the Contractor was then \_\_\_\_\_ of the said Corporation; Officer and authorized to sign the Bid Proposal, and is authorized to sign Contracts and other instruments on behalf of Corporation; and
3. That submitting said Bid Proposal and entering into a Contract with the Owner for the construction of the work based upon said Bid Proposal, is within the scope of the corporate powers of the Corporation.
4. That the Corporation is in good standing and authorized to do business in the State of Florida.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Corporate Seal

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of \_\_\_\_\_ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

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

My commission expires: \_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

<b>PROJECT NAME: GLADIATOR LAKE DRAINAGE ENHANCEMENTS</b> <b>BID NUMBER: 24-020</b>
--

STATE OF FLORIDA            )  
COUNTY OF                    ) SS

\_\_\_\_\_, being duly sworn, deposes and says; that he/she is a member of the partnership firm designated as \_\_\_\_\_, named in the foregoing Bid Proposal. That he/she has been duly vested with authority to submit the Bid Proposal and to make and sign instruments for the partnership by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ who constitute all other members of the Partnership.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

\_\_\_\_\_  
Signature, General Partner

By:  
\_\_\_\_\_  
Name & Title

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of \_\_\_\_\_ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION

---

Whenever two (2) or more bid proposals, which are equal with respect to price, quality, and service, are received by the City of Greenacres for the procurement of commodities or contractual services, a bid proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by \_\_\_\_\_ the  
(Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

SCRUTINIZED COMPANIES

---

**CERTIFICATION PURSUANT TO FLORIDA STATUTE §  
287.135**

As provided in Section 287.135(8), Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

Certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel.

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

Title/Company \_\_\_\_\_

## E-VERIFY ACKNOWLEDGEMENT FORM

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Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Greenacres; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the EVerify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_

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

Website: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

---

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

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

\_\_\_\_\_ being first duly sworn  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**NON-COLLUSIVE AFFIDAVIT**

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Signed, sealed and delivered in the presence of:

WITNESSES:

BY: \_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

Typed Name

\_\_\_\_\_

\_\_\_\_\_

Title

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of \_\_\_\_\_ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

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

My commission expires: \_\_\_\_\_

# APPENDIX C

# CITY OF GREENACRES

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## FEDERAL REQUIREMENTS

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
DEPARTMENT OF LABOR PREVAILING WAGE DETERMINATION

**TO BE SUBMITTED WITH THE BID.**

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**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**  
**(To be submitted with each bid or offer exceeding \$100,000)**

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

"General Decision Number: FL20240130 01/05/2024

Superseded General Decision Number: FL20230130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.

---

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.90 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2024.

---

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date  
                           0                    01/05/2024

ELEC0728-006 09/04/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 37.40	14.27

ENGIO487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGIO487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-003 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.75	15.27

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LABO1652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

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PAIN0452-007 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.96	11.05

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SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00 **	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93 **	0.00
LABORER: Common or General.....	\$ 10.64 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33 **	3.60
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 16.05 **	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00

OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



# APPENDIX D

# CITY OF GREENACRES

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## Sample Agreement

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## **SAMPLE AGREEMENT**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, by and between the City of Greenacres (hereinafter called CITY or OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

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

### **ARTICLE 1 - WORK**

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

**Clearing grubbing, tree removal, demolition, dredging, filling, excavation, and grading within and along existing lake bank and upland area beyond bank, removal and replacement of drainage pipe at outfalls at existing lake, installation of turf reinforcement mat at existing lake bank, and work incidental thereto as shown on of the Construction Plans and described in the Contract Documents.**

### **ARTICLE 2 - PROJECT**

The project for which the work under the Contract Documents may be the whole or only a part, is generally described as follows:

**GLADIATOR LAKE DRAINAGE ENHANCEMENTS  
Bid No. 24-020**

### **ARTICLE 3 - ENGINEER**

The project has been designed by:

**Leonard Z. Gamble, P.E.**  
Craven Thompson & Associates, Inc.  
4723 W. Atlantic Ave., Suite A12  
Delray Beach, FL 33445  
Phone: (561)-501-5718  
Email: zgamble@craventhompson.com

Who is hereafter called ENGINEER and who is to act as CITY'S contract administrator, assume all duties and responsibilities and have the rights and authority assigned ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

The City's Contract Administrator for this project is:

**Carlos Cedeño**  
Public Works Director  
City of Greenacres  
Greenacres, FL 33463  
Ph: (561) 642-2071

## ARTICLE 4 - CONTRACT TIMES

- 4.1 Time is of the essence throughout this Agreement, and all time limits for completion and readiness for final payment are as set forth and mandated pursuant to the Contract Documents issued in BID NO. 24-020. This Project shall be completed within **two hundred seventy (270)** consecutive calendar days.
- 4.2 The work will be completed and ready for final payment in accordance with paragraph 27 of the General Terms and Conditions. This Agreement mandates that the Project shall be completed within **two hundred seventy (270)** consecutive calendar days from the date when the Agreement time commences to run as delineated and set forth by the City's Notice to Proceed for the Project.
- 4.3 The CITY and the CONTRACTOR recognize that time is of the essence for the completion of the Project and this Agreement, and that CITY will suffer financial or economic loss if the work on the Project is not completed within the time specified in paragraphs 4.1 and 4.2 above, plus any expressly permitted delay(s) or extension(s) thereof allowed in accordance with paragraphs 7 or 10 of the General Terms and Conditions. The parties also recognize the delays, expense and difficulties involved in initiating and proving a breach of the Agreement through a legal action or arbitration proceeding, which will further be an actual loss suffered by CITY if the work is not completed on time.

Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR have agreed that as liquidated damages for delay, the CONTRACTOR shall pay the CITY **Two Hundred and Fifty Dollars (\$250.00)** for each calendar day after the time specified in paragraphs 4.1 and 4.2 for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to the CITY for its inability to obtain full beneficial occupancy and/or use of the Project. The liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Agreement on time.

The above-stated liquidated damages shall apply separately to each portion of the Project, if any, for which a time for completion is given.

- 4.4 The CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the work under this Agreement or as much thereof as the CITY may, in its sole discretion, deem just and reasonable.

## ARTICLE 5 - CONTRACT PRICE

- 5.1 The CITY shall pay the CONTRACTOR for completion of the work in accordance with, and as described in the Contract Documents, the total amount in current funds as follows:

The lump sum contract price of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as outlined in the BID No. 24-020 proposal documents, which are hereby reproduced and is inserted herein, and is an integral part of this Agreement. The Unit prices within Base Bid Schedule shall be used in calculating Add or Deduct changes to the base bid work as described within the Contract Documents.

## **ARTICLE 6 - PAYMENT PROCEDURES**

The CONTRACTOR shall submit application(s) for payment in accordance with paragraph 27 of the General Terms and Conditions, and for work completed for the Project. Application(s) for payment will be processed by the ENGINEER as provided in the General Terms and Conditions.

- 6.1 The CITY is not obligated or required to make any monthly progress payments. The Contract Documents and BID No. 24-020 set forth that the contract price for the Project is a lump sum pricing, and the CONTRACTOR'S application(s) for monthly payments shall be at the sole discretion of the ENGINEER, upon consultation with the CITY Representative for the Project. However, progress payments may be made to the CONTRACTOR based upon the recommendation of the ENGINEER. The CONTRACTOR shall include, but same shall not be limited to, with each application for payment, an updated progress schedule that is acceptable to the ENGINEER as may be required by this Agreement or the Contract Documents as set forth within BID No. 24-020 and pursuant to the requirements this provision.
  
- 6.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 27 of the General Terms and Conditions, the CITY will pay the remainder of the contract price, minus any monthly payments (if any), as recommended by the ENGINEER pursuant to the requirements of paragraph 27. Any monthly payment(s) recommended by the ENGINEER must be approved by the CITY'S Representative before such payment(s) are issued by the CITY to the CONTRACTOR.

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce the CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 The CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the ITB No. 24-020 Bidding Documents.
  
- 7.2 The CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and Project site conditions that may affect cost, progress, and performance of the work.
  
- 7.3 The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the performance of the work.
  
- 7.4 The CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Project site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except underground facilities).
  
- 7.5 The CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Project location which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the

specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- 7.6 The CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.7 The CONTRACTOR is aware of the general nature of work to be performed by the City and others, if any, at the Project location that relates to the work as indicated in the Contract Documents.
- 7.8 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Project location, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.9 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishings of the work.
- 7.11 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent CONTRACTOR and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work. In all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent CONTRACTOR and not as employees or agents of the CITY.
- 7.12 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Procurement Department. The CONTRACTOR shall be solely and exclusively responsible for payment to all subcontractors and obtaining the necessary Release of Liens. The CITY shall in no way be obligated for payments to any subcontractors.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between CITY and CONTRACTOR concerning the work, consist of the following:

- 8.1 Instructions to Bidders (pages 00 21 13 - 1 thru 00 21 13 - 12)
- 8.2 Drug Free Workplace Certification (pages 00 45 00 - 3)

- 8.3 This Agreement
- 8.4 Construction Performance Bond (pages 00 61 13.13 - 1 thru 00 61 13.13 - 2)
- 8.5 Construction Payment Bond (pages 00 61 13.16 - 1 thru 00 61 13.16 - 2)
- 8.6 Application for Payment (page 00 62 76 - 1)
- 8.7 Warranty of Title (page 00 65 36 - 1)
- 8.8 Contractor's Affidavit to City (page 00 65 19.16 - 1)
- 8.9 Final Release (page 00 65 19.26 - 1)
- 8.10 General Conditions (pages 00 72 00/Attachment A)
- 8.13 Notice of Award
- 8.14 Notice to Proceed
- 8.15 Technical Specifications as listed in the Index of Construction Contract Documents.
- 8.16 One set of Construction Drawings bearing the following general title:  
GLADIATOR LAKE DRAINAGE ENHANCEMENTS**
- 8.17 Addenda Numbers \_\_\_\_\_ to \_\_\_\_\_, Inclusive
- 8.18 CONTRACTOR'S Bid - Designated as Bidder's Proposal including attachments (Corporate Certificates, Qualification Form, Subcontractors list)
- 8.19 Documentation Submitted by CONTRACTOR Prior to Notice of Award
- 8.20 The following which may be delivered or issued after effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Terms and Conditions.

There are no Contract Documents other than those listed above in this provision. The Contract Documents may only be amended, modified or supplemented as provided in the General Terms and Conditions.

#### **ARTICLE 9 - MISCELLANEOUS**

- 9.1 The requirements of the Contract Documents, as such term is delineated in the Invitation to Bid No. 24-020 and this Agreement, are hereby incorporated by reference as if fully set forth herein. The terms used in this Agreement, which are identified within the General Terms and Conditions and any other documents of the Invitation to Bid No. 24-020, will have the meanings indicated herein. This Agreement is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.

9.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and ITB 24-020, and to provide and perform such services to the CITY'S satisfaction for the agreed compensation.

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

9.3 The CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents. Where there is a conflict between any provisions set forth within the Contract Documents and a more stringent provision elsewhere in the Contract Documents or under any law, regulation, statute or code requirement which is applicable to this Project, the more stringent provision shall prevail and govern the performance of the Work.

9.4 GOVERNING LAW AND VENUE. The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**BY ENTERING INTO THIS AGREEMENT, THE CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. THE CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS AGREEMENT.**

9.5 PUBLIC RECORDS. The City is a public agency subject to Chapter 119 of the Florida Statutes. As required by Chapter 119 of the Florida Statutes, the CONTRACTOR and all sub-contractors for services shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR and sub-contractors shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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 public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, CITY CLERK 5800 MELALEUCA LANE, GREENACRES, FLORIDA 33463.**

- 9.6 ALL PRIOR AGREEMENTS SUPERSEDED: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.
- 9.7 SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.



- 9.8 PUBLIC ENTITY CRIMES. The CONTRACTOR acknowledges that the provisions of the Public Entity Crimes Act, Section 287.133 of the Florida Statutes shall apply to this Agreement, which statute provides, in pertinent part, that a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vender list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the CONTRACTOR shall result in cancellation of the CITY purchase and may result in CONTRACTOR debarment.
- 9.9 INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor under this Agreement. The services provided by the CONTRACTOR pursuant to this Agreement shall be subject to the supervision of the CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the City. This Agreement shall not constitute or make the Parties a partnership or joint venture.
- 9.9.1 THIRD PARTY BENEFICIARIES. Neither the CONTRACTOR nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 9.9.2 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For the CITY:

PURCHASING AGENT  
CITY OF GREENACRES  
5800 MELALEUCA LANE  
GREENACRES, FL 33463

For the CONTRACTOR:

- 9.9.3 MATERIALITY AND WAIVER OF BREACH. The CITY and the CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.10 E-VERIFY. The Contractor is hereby acknowledging that by entering this Agreement, the CONTRACTOR becomes obligated to comply with the provisions of 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System, and beginning on January 1, 2021, the CONTRACTOR shall:
- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
  - B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement), which affidavit must state that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k) of the Florida Statutes;
  - C. Maintain copies of all subcontractor affidavit(s) for the duration of this Agreement, and shall provide the same to the CITY upon request;
  - D. Comply fully with, and ensure that all of its subcontractors, comply fully with Section 448.095 of the Florida Statutes.

Failure to comply may lead to termination of this Agreement, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination of this Agreement. If this Agreement is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one year after the date of termination, and the CONTRACTOR may be liable for any additional costs incurred by the CITY resulting from the termination of the Agreement. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

## **ARTICLE 10 – FEDERAL CONTRACT PROVISIONS**

### 10.1 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

## 10.2 DAVIS-BACON ACT:

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

10.3 COPELAND "ANTI-KICKBACK" ACT:

Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The [City of Greenacres](#) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 10.5 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:

##### Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the City of Greenacres, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### 10.6 DEBARMENT AND SUSPENSION:

##### Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Greenacres. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of

Greenacres, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.7 BYRD ANTI-LOBBYING AMENDMENT:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10.8 PROCUREMENT OF RECOVERED MATERIALS:

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10.9 DOMESTIC PREFERENCES FOR PROCUREMENTS:

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.10 ACCESS TO RECORDS:

The Contractor agrees to provide the City of Greenacres, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

10.11 DHS SEAL, LOGO, AND FLAGS:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

10.12 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.13 NO OBLIGATION BY FEDERAL GOVERNMENT:

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



10.15 AFFIRMATIVE SOCIOECONOMIC STEPS:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

10.16 COPYRIGHT AND DATA RIGHTS:

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Greenacres, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Greenacres or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Greenacres data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Greenacres.

**ARTICLE 11 - INDEMNIFICATION**

- 11.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.
- 11.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.
- 11.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

**IN WITNESS WHEREOF**, CITY AND CONTRACTOR have signed this Agreement. All portions of the Contract Documents have been signed or identified by CITY or by ENGINEER on their behalf and by the CONTRACTOR.

This Agreement will be effective \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF GREENACRES,**  
A municipal corporation of the State of  
Florida

ATTEST:

BY: \_\_\_\_\_  
Andrea McCue, City Manager

\_\_\_\_\_  
Quintella Moorer, City Clerk

ENDORSED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

(CORPORATE SEAL)

**FIRM:**

WITNESSES:

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

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of \_\_\_\_\_ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

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

My commission expires: \_\_\_\_\_

# APPENDIX E

# CITY OF GREENACRES

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## Plans & Specifications

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## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL REQUIREMENTS

##### 1.01 SECTION INCLUDES

- A. Scope of Work
- B. Coordination
- C. Sequence of Work
- D. Shop Drawings
- E. Contractor's Use of Premises
- F. City Occupancy

##### 1.02 SCOPE OF WORK

- A. The work covered under this contract comprises in general the furnishing of all labor, equipment, materials, tools, supplies and machinery, and performing all operations to complete the **GLADIATOR LAKE DRAINAGE ENHANCEMENTS** as described in the specifications. The work can be generally described as follows:

The removal of drainage piping and structures; the installation of new drainage piping and structures; and restoration, along with other work incidental thereto as shown on the Construction Plans and described in the Contract Documents.

- B. Materials or work described in words that have a well-known technical trade meaning shall be held to refer to such recognized standard. All materials and supplies shall be new unless otherwise specified.
- C. Omission of a specific item obviously necessary for the proper functioning of the system shall not relieve the contractor of the responsibility of furnishing the items as part of the work at no additional expense to the City.
- D. All work performed and materials used shall meet all requirements of the Florida Building Code and any amendments thereto, State and Local Ordinances and regulations of authorities having jurisdiction.
- E. The site of the work is in the City of Greenacres.

##### 1.03 COORDINATION

- A. Contractor shall coordinate work with the City through the ENGINEER, to provide for the orderly prosecution and interfacing of work. Ample notice shall be given to the City and all work shall be planned and scheduled so as to minimize interference with the use of the premises.
- B. The Contractor shall submit shop drawings to the ENGINEER for approval. The Contractor will assume all responsibility for the materials and supplies upon delivery.

#### 1.04 SEQUENCE OF WORK

- A. Contractor shall secure and pay for, as necessary, all permits, licenses and registrations as applicable at time of receipt of Notice to Proceed. All City issued permits will be no charge. The contractor will need to pay a registration fee with the building department if they are not already registered with the City this year.
- B. Contractor shall supervise and direct all of the work herein specified. The Contractor will be responsible for the means, methods, techniques, sequences, construction safety and procedures of construction. Materials to be incorporated in the work, labor performed, and appliances, tools and methods shall be subject to the review, observation and comments of the ENGINEER.

The ENGINEER shall decide all questions relating to measurements, material, character of work performed, and whether or not the rate of progress complies with terms of the contract. The Contractor shall execute the work in the presence of the ENGINEER or the ENGINEER'S authorized representative, during the working hours of the day, unless otherwise directed; but the presence of the ENGINEER, or his representative, shall in no way relieve the Contractor of the responsibility of work, or be any warrant to furnish bad material or poor workmanship.

- C. Contractor shall schedule work as necessary for the completion of the work within the time period specified in the bid proposal and as set forth in the Agreement.
- D. Undertake work in such a manner that will minimize interference with the use of the premises. Any damage resulting from the activities of the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City.
- E. Schedule work at least 48 hours in advance with the City.
- F. Locate all utilities located within the construction area at least 48 hours prior to commencing work near existing utilities in any specific area. Any damage resulting from the activities of the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City.
- G. Coordinate work with all Subcontractors, such as striping and concrete Subcontractors, to ensure the orderly progression of the work.
- H. Verify all dimensions in the field, immediately reporting any discrepancies to the ENGINEER. If any errors or omissions are found in the documents, the Contractor shall notify the ENGINEER in writing of such error or omissions relative to any work, which appears in question.

In the event the Contractor fails to give such notice prior to proceeding with any work, he shall be held responsible for the results of any such errors or omissions and the cost of rectifying same.

- I. Store and install all materials and equipment in accordance with manufacturers recommendations unless otherwise noted.

## **1.05 SHOP DRAWINGS**

- A. Submit shop drawings, drawn to accurate scale, including fabrication details and installation instructions. Do not reproduce Contract Documents as the basis of shop drawings. Submit materials samples and product data sheets where shop drawing is not necessary and where color selections are required for ENGINEER'S approval. The following shall be submitted as shop drawings for ENGINEER'S approval prior to fabrication and/or installation:
- Paving Mix
  - Limerock Base
  - Stabilized Sub-base
  - Concrete Mix
  - Drainage Structures

## **1.06 CONTRACTOR'S USE OF PREMISES**

- A. Coordinate use of premises under direction of the ENGINEER.
- B. Comply with all codes, ordinances, rules and regulations and other legal requirements of entities having jurisdiction in the area of the project.
- C. Assume full responsibility for the protection and safekeeping of products under this contract located on the site.
- D. Move any stored products, under contractor's control, which interfere with operations of the City or separate contractor.
- E. Conduct work at all times to ensure the least possible obstruction to traffic and inconvenience to the general public.
- F. Where irrigation systems, utilities or other facilities, fall within the path of the proposed construction, and are not called for to be removed they shall be carefully removed and replaced, or otherwise protected from damage by the contractor and any such item damaged shall be repaired or replaced to the satisfaction of the ENGINEER and at no cost to the OWNER.

## **1.07 CITY OCCUPANCY**

- A. City will be using the roadways during the entire period of construction for the conduct of its normal operations. Cooperate with City through the ENGINEER in all construction operations to minimize conflict and to facilitate City usage.
- B. Contractor shall at all time conduct work operations as to insure the least inconvenience to the general public.
- C. Schedule of road/lane closures shall be submitted to ENGINEER for City's approval.

**PART 2 - PRODUCTS**

Not used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **SECTION 01019**

### **CONTRACT CONSIDERATIONS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Schedule of Values
- B. Application for Payment
- C. Change Procedures
- D. Measurements and Payment

##### **1.02 RELATED SECTIONS**

- A. Document 00 52 00 - Sample Agreement
- B. Document 00700 - General Conditions

##### **1.03 SCHEDULE OF VALUES**

- A. Submit typed schedule on form included in the Contract Documents.
- B. Submit Schedule of Values in duplicate within ten (10) days after date established in Notice to Proceed.
- C. Format: Utilize the format outlined in the bid schedule and provide an itemized breakdown for all items for which payment will be on a lump sum basis as outlined in the bid schedule.
- D. Revise schedule to list approved change orders with each application for payment.

##### **1.04 APPLICATION FOR PAYMENT**

- A. Submit three (3) copies of each application on form indicated in bid documents.
- B. Content and Format: Utilize Schedule of Values for listing items in application for payment.
- C. Payment Period: Monthly
- D. Attach Warranty of Title on format indicated in bid documents to each application for payment.



## **1.05 CHANGE PROCEDURES**

- A. The ENGINEER will advise of minor changes in the work not involving an adjustment to contract price or contract time as authorized by the General Conditions by issuing supplemental instructions.
- B. The ENGINEER may issue a Proposal Request, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications. Contractor will prepare and submit an estimate within seven (7) days of receipt.
- C. Execution of Change Orders: The ENGINEER will issue change orders for signatures of parties as provided in the conditions of the Contract. All change orders to be executed and accepted must be approved and executed by the City Purchasing Administrator. The Purchasing Administrator will confirm by issuing a change to the City Purchase Order with the signed Change Order attached.

## **1.06 MEASUREMENT AND PAYMENT**

- A. Authority: Measurement and payment methods delineated in the individual specification sections are intended to complement the criteria of this section.
- B. Take all measurements and compute quantities accordingly.
  - 1. Area Measurements: Measure by square dimension using mean length and width or radius.
  - 2. Linear Measurements: Measure by linear dimension at the item centerline or mean chord.
- C. Unit Quantities: Quantities and measurements indicated in the Bid Proposal are for contract purposes only. Payment will be based on actual accepted quantities supplied, placed or provided, in accordance with the provisions of section 11.03 of the Standard General Conditions.
- D. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, testing, application or installation of an item of the work; overhead and profit and all miscellaneous administrative costs including but not limited to insurance, bonds, licenses, etc.
- E. Defect Assessment: The work or portions of the work, not conforming to specified requirements shall be replaced. If, in the opinion of the ENGINEER, it is not practical to remove and replace the work, the ENGINEER will direct an appropriate remedy or adjust payment.
- F. Nonpayment for Rejected Products: Payment will not be made for products and installations determined as unacceptable before or after placement.
- G. Allowance items: The allowance item for permitting of dewatering as required by South Florida Water Management District is not to exceed \$4,000.00.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## SECTION 01039

### COORDINATION AND MEETINGS

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Coordination
- B. Field Engineering
- C. Preconstruction Conference

##### **1.02 COORDINATION**

- A. Coordinate scheduling, submittals and work of various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of work of separate sections in preparation for substantial completion.

##### **1.03 FIELD ENGINEERING**

- A. Employ a Land Surveyor registered in the State of Florida and acceptable to the ENGINEER to establish property boundary, staking, benchmarks, and as-built survey.
- B. Contractor to locate and protect survey control and reference points.
- C. Control datum for survey is that shown on drawings.
- D. Provide field-engineering services. Establish elevations, lines and levels utilizing recognized engineering survey practices.
- E. Submit a copy of registered site drawing signed by the Land Surveyor showing the locations and finished elevations of the completed work in conformance with the Contract Documents.

##### **1.04 PRECONSTRUCTION CONFERENCE**

- A. The City will schedule a conference through the Notice of Award.
- B. Attendance Required: City Representatives, Contractor, and Subcontractors.
- C. Agenda:
  - 1. Execution of City-Contractor Agreement

2. Distribution of Contract Documents
3. Submission of List of Subcontractors and List of Products
4. Designation of Personnel Representing the Parties in the Contract
5. Procedures and Processing of Field Decisions, Submittals, Substitutions, Applications for Payments, Proposal Request, Change Orders and Contract Closeout Procedures
6. Scheduling/Permitting
7. Execution of Federal Compliance Documents

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01400**  
**QUALITY CONTROL**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Quality Assurance and Control of Installation
- B. References
- C. Inspection and Testing Laboratory Services

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations

**1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.
- B. Comply fully with manufacturers' instructions including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

**1.04 REFERENCES**

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- C. The contractual relationship of the parties to the contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

## **1.05 INSPECTION AND TESTING LABORATORY SERVICES**

- A. Contractor will employ and pay for services of an independent firm acceptable to ENGINEER to perform testing.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the ENGINEER.
- C. Reports will be submitted by the independent firm to the ENGINEER indicating results of tests and indicating compliance or noncompliance with contract documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify ENGINEER and independent firm twenty-four (24) hours prior to expected time for operations requiring services.
- E. Retesting required because of nonconformance to specified requirements shall be performed by the same independent firm.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **SECTION 01500**

### **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Temporary Utilities: Electricity, Water and Sanitary Facilities
- B. Temporary Controls: Barriers and Protection of the Work
- C. Construction Facilities: Maintenance, Progress Cleaning and Project Signage

##### **1.02 RELATED SECTIONS**

- A. Section 01700 - Contract Closeout: Final Cleaning

##### **1.03 TEMPORARY ELECTRICITY**

- A. Provide and pay for power service required from utility source as required during construction.

##### **1.04 TEMPORARY WATER AND SANITARY FACILITIES**

- A. Provide, pay for, and maintain required facilities and enclosures.

##### **1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barriers and warning signs as outlined in the F.D.O.T. Standards to ensure the safety of motorists and pedestrians at the construction site.
- C. Provide additional protection and security to protect work from vandalism. Contractor shall be responsible for the replacement of vandalized work at no cost to the City until such time as the project is completed.

##### **1.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed work and provide additional special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from landscaped areas.

### **1.07 MAINTENANCE**

- A. Maintain and preserve from damage all property and existing improvements, along the line of work, or which is in the vicinity of, or is in any affected by the work, the removal of which is not called for by the plans.
- B. Restore, at Contractor's expense, any property that is damaged due to the activities of the Contractor. Failure to repair or restore such property within 48 hours notice from the City will result in the City making such repairs or restoration and deducting the actual cost from monies due the Contractor.

### **1.08 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris and rubbish from site at least twice a week, and dispose of in an approved manner.

### **1.09 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Remove temporary above-ground or buried utilities, equipment, facilities and/or materials prior to final application for payment.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

### **1.10 PROJECT SIGNAGE**

- A. Provide one (1) 4'x 8'x 3/4" marine plywood project sign with wood frame construction painted with exhibit lettering by professional sign painter to City's design and colors. Sign shall be in substantial conformance with Attachment A.
- B. List title of project, names of owner, contractor, contract amount and funding source.
- C. Obtain approval of mock-up from Engineer.
- D. Erect on-site at location established by Engineer.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

Not Used

**END OF SECTION**



**SECTION 01700**  
**CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Closeout Procedures
- B. Final Cleaning
- C. Adjusting
- D. Project Record Documents

**1.02 RELATED SECTIONS**

- A. Not used.

**1.03 CLOSEOUT PROCEDURES**

- A. Submit written notification that contract documents have been reviewed, work has been inspected and that work is complete in accordance with contract documents and ready for ENGINEER'S inspection.
- B. Provide submittals to ENGINEER as required by governing or other authorities.
- C. Submit final application for payment identifying total adjusted contract sum, previous payments and remaining due.
- D. Submit Warranty of Title, Contractor's Affidavit to City, Final Release and releases of liens from all subcontractors and suppliers with application for final payment.

**1.04 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection.
- B. Clean site, sweep paved areas and rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish and construction facilities from the site.
- D. Restore all areas of site affected by work to an equal to, or better condition existing prior to start of work.

**1.05 ADJUSTING**

- A. Adjust constructed work to ensure smooth and unhindered operation.

## **1.06 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following stamped approved record documents; record actual revisions to the work:
  - 1. Contract Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other Modifications to the Contract
  - 5. Warranties
  - 6. Operation and Maintenance Manuals
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record drawings: As-built drawings showing all variations from work as contemplated on the construction drawings, including but not limited to locations of work and elevations.
- E. Submit documents to ENGINEER with claim for final application for payment.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## SECTION 01720

### PROJECT SURVEY AND LAYOUT

#### **PART 1 - GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

- A. CONTRACTOR shall provide and pay for field Engineering and Survey services required for the project except as noted below in paragraph 1.05.
- B. ENGINEER will identify existing control points and property line corner stakes indicated on the drawings, as required.

##### **1.02 SUMMARY**

- A. The CONTRACTOR shall provide construction stakeout sufficient to construct the proposed improvement in accordance with the approved construction plans.
- B. All stakeout services shall be completed under the direct supervision of a Professional Surveyor & Mapper licensed in the State of Florida.
- C. The OWNER shall provide the following prior to the commencement of any stake-out services:
  - 1. Construction site drawings and associated electronic files. Any plan released to the CONTRACTOR via electronic media is for as-built use only. They have not been geometrically calculated by a surveyor. This applies to all aspects of the plans including, but not limited to, ROW, roads, utilities and drainage.
  - 2. Copies of the topographic survey that the approved site plans, if applicable, have been based on. The topographic survey shall include a minimum of two benchmarks, which shall be used for vertical control; and,
  - 3. Copies of the boundary survey that the approved site plans, if applicable, have been based on. The boundary survey shall be closed and monumented. These monuments shall be used for horizontal control, or a monumented baseline (minimum of 3 points) related to the site boundary and the dimensional control plan.

##### **1.03 RELATED REQUIREMENTS**

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

#### **1.04 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. Qualified Engineer or Registered Professional Surveyor & Mapper registered in the State of Florida, acceptable to ENGINEER and OWNER.

#### **1.05 SURVEY REFERENCE POINTS**

- A. ENGINEER will provide basic horizontal and vertical control points for the construction project including:
  - 1. Permanent coordinate reference points with horizontal and vertical control, located and staked as shown on the plans.
- B. The CONTRACTOR shall locate and protect control points prior to starting site construction work, and preserve all permanent reference points during construction.
  - 1. Make no changes or relocations without prior written notice to OWNER's Representative.
  - 2. Report to OWNER's Representative when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
  - 3. CONTRACTOR's surveyor shall replace project control points which may be lost or destroyed.
    - a. Establish replacements based on original survey control.

#### **1.06 PROJECT SURVEY REQUIREMENTS**

- A. CONTRACTOR's surveyor shall establish a minimum of two permanent bench marks on site, referenced to data established by survey control points.
- B. CONTRACTOR shall establish lines and levels, locate and layout, prepare a horizontal and vertical control plan for the purpose of construction staking by instrumentation and similar appropriate means:
  - 1. Stakes for grading and fill placement.
  - 2. Controlling lines and levels as required.
- C. From time to time, verify layouts by same methods.
- D. Horizontal and vertical control plan shall be made available to CONSULTANT in ACAD format.

#### **1.07 RECORDS**

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

- B. On completion of construction work, prepare a certified survey showing all dimensions, locations and elevations of project.

### **1.08 SUBMITTALS**

- A. Submit name and address of Professional Surveyor & Mapper and Professional Engineer to OWNER's Representative.
- B. On request of OWNER's Representative, submit documentation to verify accuracy of field Engineering work.
- C. Submit certificate signed by Registered Engineer or Professional Surveyor & Mapper certifying that elevation and locations of work are in conformance, or non-conformance, with Contract Documents.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. The CONTRACTOR/Surveyor shall supply all stakeout materials.

### **2.02 EQUIPMENT**

- A. The CONTRACTOR/Surveyor shall supply all equipment necessary to accomplish the work.

## **PART 3 - EXECUTION**

### **3.01 MINIMUM PERFORMANCE STANDARDS**

- A. Building Layout
  - 1. Set a minimum of 4 building corners (to be the outer most building limits or as requested by the CONTRACTOR) with 2 (10 foot minimum) offsets per corner. A minimum of two benchmarks or a finished floor benchmarks will be set within close proximity to the proposed building.
- B. Building Pad/Limits Certification
  - 1. Grade elevations for the building limits (finished floor elevation) shall be provided at a 50 foot grid for subgrade acceptance, stone base acceptance, and prior to slab placement.
- C. Detention/Retention Ponds
  - 1. The CONTRACTOR shall provide an as-built survey of all constructed detention/retention ponds and associated drainage structures prior to final acceptance, including a written certification verifying the constructed pond volume from top of bank and inverts of the proposed drainage structures.

D. Curb Layout

1. Stakes shall be located at a minimum of 25 feet and a maximum of 50 feet intervals and also at points of curvature, points of tangency, radius points, and transitions, high and low points, and deflections. Offsets will be at 3 feet from back of curb. Elevations of top of curb to be provided at this 3 foot offset.

E. Storm, Sanitary Structures, Catch Basins and Curb Inlets

1. Stake centerline structure and offset stakes in the same direction from centerline, perpendicular to the direction of excavation. Provide sufficient bench marks away from excavations for elevation control.

F. Curb Inlet Tops

1. Set hubs and tacks at 10 foot offsets to centerline of structure at the edge of pavement alignment.

G. Utility Layout

1. Water – Stakes shall be located at 50 foot intervals along centerline of pipe, at all mechanical fittings and at deflections with no offsets. One 10 foot offset stake to the center of hydrant with a grade ring elevation will be provided;
2. Lighting – Centerline of lighting structure with a 5 foot offset will be staked. Offset stake elevation will be marked at finished grade.

H. Roadway Layout

1. Subgrade stakeout
  - a. Grade stakes shall be located at centerline of roadway at 50 foot intervals, including point of curvature, point on curve, point of tangency, and points of vertical curves. Grades shall be at finished grade.
2. Rock installation.
  - a. Grade stakes shall be located at 2 foot offset to edge of pavement at 50 foot intervals, including point of curvature, point on curve, point of tangency, and points of vertical curves. Grades shall be at top of rock grade.

I. Wall Layout

1. Stakes with 10 feet offset shall be provided at 50 feet intervals, deflections, beginning and end of wall. Additional stakes may be required, depending on wall height and conditions.

- J. Limits of Disturbance
  - 1. Clearing limits shall be staked at 100 feet ± intervals and at all critical areas.
- K. Grade Stakes – Site balancing
  - 1. Stakes will be provided at a 50 foot grid. Grade elevations shall be to finished grade.

### **3.02 CONTRACTOR VERIFICATION**

- A. CONTRACTOR will field verify the utility location, size and invert elevations at points of connection in area of conflict, prior to construction and protect them from damage.
  - 1. Finished subgrades shall be verified by the CONTRACTOR to ensure proper elevation and conditions for construction above subgrade;
  - 2. Protect subgrade from excessive construction traffic and wheel loading including concrete and dump trucks; and,
- B. Notify OWNER if it is necessary to destroy or remove control points and/or benchmarks due to construction. CONTRACTOR shall be responsible for the protection of benchmarks, including the cost for relocation as required.
- C. Advise OWNER of any discrepancies between plans and field layout.

### **3.03 QUALITY ASSURANCE**

- A. The survey crew shall discuss all layout procedures with the CONTRACTOR's supervisor prior to commencing work.
- B. A survey crew daily report detailing that day's work, shall be completed and signed by the CONTRACTOR's supervisor at the end of that day's layout.
- C. Copies of field notes, sketches, cut sheets, etc. shall be provided to the CONTRACTOR by the beginning of the next workday.
- D. All costs related to re-staking due to construction or CONTRACTORS' work resulting in destruction or movement of stakes, shall be paid for by the CONTRACTOR and at no additional expense to the OWNER.
- E. Building dimensions shall be obtained only from the approved architectural/structural drawings. Dimensions are to be obtained only from the appropriate approved (engineering, architectural and structural) drawings. The surveyor shall report any conflicts to the CONTRACTOR and OWNER.

**END OF SECTION**

## SECTION 02100

### CLEARING AND GRUBBING

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. The work of this section includes, but is not limited to:
  - 1. Clearing
  - 2. Grubbing
  - 3. Stripping and stock piling top soil
  - 4. Debris disposal
  
- B. Definitions:
  - 1. Clearing is defined as the removal of trees, brush, down timber, rotten wood, rubbish, any other vegetation, and objectionable material at or above original ground elevation not designated to be saved. Clearing also includes removal of fences, walls, guard posts, guardrail, signs, and other obstructions interfering with the proposed work.
  
  - 2. Grubbing is defined as the removal from below the surface of the natural ground of stumps, roots and stubs, brush, organic materials and debris.

#### **PART 2 - CONDITIONS**

##### **2.01 JOB CONDITIONS**

- A. The CONTRACTOR may clear all obstructions within the permanent and construction rights-of-way except those specifically designated to be saved or restored on the Contract Drawings or Specifications. Right-of-way limits and obstructions specifically designated to be saved or restored will be marked by the ENGINEER.

##### **2.02 SUBMITTALS**

- A. Burning Permits:
  - 1. Burning Permits will not be issued by the CITY.
  
- B. All disposal sites must be approved by the CITY.



## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Protect benchmarks, utilities, existing trees, shrubs and other landscape features designated for preservation with temporary fencing or barricades satisfactory to the ENGINEER. No material shall be stored or construction operation carried on within 4 feet of any tree to be saved or within the tree protection fence.

### **3.02 UTILITY RELOCATIONS**

- A. Inform all companies, individuals and other owning or controlling facilities or structures within the limits of the work which have to be relocated, adjusted or reconstructed in sufficient time for the utility or organization to perform such work in conjunction with or in advance of the CONTRACTOR's operations.

### **3.03 CLEARING**

- A. Confine clearing to within the limits of the rights-of-way or easement, or as indicated on the construction drawings.
- B. Fell trees in a manner that will avoid damage to trees, shrubs, and other installations, which are to be retained.

### **3.04 GRUBBING**

- A. Grub areas within the construction limits to remove roots and other objectionable material to a minimum depth of 8 inches.
- B. Remove all stumps within the cleared areas unless otherwise authorized by the ENGINEER.

### **3.05 STRIPPING AND STOCKPILING TOPSOIL**

- A. Strip topsoil/muck to whatever depth it may occur from areas to be excavated, filled, or graded and stockpiled or removed to a location approved by the ENGINEER.
- B. No stockpiles to exceed a height of 6'.

### **3.06 DEBRIS DISPOSAL**

- A. Trees, logs, branches, brush, stumps, and other debris resulting from clearing and grubbing operations shall become the property of the CONTRACTOR and shall be legally disposed of.
- B. Do not deposit or bury on the site debris resulting from clearing and grubbing work, wasted construction materials or any other debris.

### **3.07 RESTORATION**

- A. Repair all injuries to bark, trunk, limbs, and roots of remaining plants by properly dressing, cutting, tracing and painting, using approved arboricultural practices and materials.
- B. Replace trees, shrubs and plants designated to be saved which are permanently injured or die during the life of the Contract as a result of construction operations with like or approved species acceptable to the CITY.
- C. Remove protective fences, enclosures and guards upon the completion of the project.
- D. Restore guard posts, guardrail, signs and other interferences to the condition equal to that existing before construction operations.
- E. Restore area to an equal or better condition.

**END OF SECTION**

## SECTION 02222

### PROJECT AREA PREPARATION

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

All materials, labor, equipment, tools, and superintendence necessary to provide preparation of project area for the proposed improvements.

##### **1.02 RELATED SECTIONS**

1. Section 02305 - Excavation and Backfilling for Utilities
2. Section 02319 - Excavation, Backfilling and Compaction for Paving

##### **1.03 DEFINITIONS**

Preparation of the project area shall be defined as the removal and disposal of all surface and subsurface obstructions from project area as required to perform the Work.

Such obstructions shall be considered to include but not be limited to: trees and shrubs and other landscape features not designated for preservation, vegetation, pavement, soils, and wheel stops.

##### **1.04 SITE CONDITIONS**

Surface and ground water conditions do exist within the areas of proposed Work, which may impede performance of the Work.

#### **PART 2 - PRODUCTS**

Not used.

#### **PART 3 - EXECUTION**

##### **3.01 PROTECTION**

All areas, as shown on the plans, shall be cleared of all material and obstructions as defined above. Those trees, shrubs and other landscape features specifically designated for preservation shall be carefully protected from abuse, marring or damage during construction operations.

##### **3.02 INSTALLATION**

1. Removal:  
Materials shall be removed in a proper sequence for maintenance of traffic and drainage. No drainage structure shall be obstructed such that it may cause flooding or a dangerous condition during a rain event. Positive drainage must be provided at all times.
2. Backfill:  
Holes remaining after removal of all obstructions, objectionable material, tree

stumps, etc., shall be backfilled in accordance with 02305 Excavating and Backfilling for Utilities and/or 02319 Excavating, Backfilling and Compacting for Paving. Contours shall be reestablished to approximately the same as existed prior to removal of the obstruction, unless directed otherwise by the ENGINEER.

3. Repair:  
Before backfilling, the storm drainage culvert shall be repaired as specified to insure a water tight seal.

**END OF SECTION**

## **SECTION 02223**

### **RIGHTS OF WAY PREPARATION**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

All materials, labor, equipment, tools, and superintendence necessary to provide preparation of the rights of way for paving, drainage and other improvements.

##### **1.02 RELATED SECTIONS**

1. Section 02100 - Clearing and Grubbing
2. Section 02305 - Excavation and Backfilling for Utilities
3. Section 02319 - Excavation, Backfilling and Compaction for Paving

##### **1.02 DEFINITIONS**

Preparation of the Rights of Way shall be defined as the removal and disposal of all surface and subsurface obstructions from the Rights of Way and designated easements, where removal of all such obstructions is not otherwise shown on the plans and or stipulated in the specifications.

Such obstructions shall be considered to include but not be limited to: remains of houses, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, and retaining walls, trees and shrubs and other landscape features not designated for preservation, stumps, brush, roots, vegetation, logs, curb and gutter, driveways, street paving, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, catch basins, abandoned railroad tracks, scrap iron.

This item does not include disposal of water wells.

##### **1.03 SITE CONDITIONS**

Surface and ground water conditions do exist within the areas of proposed Work, which may impede performance of the Work.

#### **PART 2 - PRODUCTS**

Not included.

#### **PART 3 - EXECUTION**

##### **3.01 PROTECTION**

All areas, as shown on the plans, shall be cleared of all structures obstructions as defined above. Those trees, shrubs and other landscape features specifically designated for preservation shall be carefully protected from abuse, marring or damage during construction operations. Continual parking and servicing of equipment under the drip line or canopy of

trees marked for preservation is not permitted. When trees and shrubs are designated for preservation and require pruning, they shall be trimmed as directed by the ENGINEER.

### **3.02 INSTALLATION**

1. Removal:

Culverts, storm sewers, manholes and inlets shall be removed in a proper sequence for maintenance of traffic and drainage. No drainage structure shall be removed or obstructed such that it may cause flooding or a dangerous condition during a rain event. Positive drainage must be provided at all times.

Underground obstruction, except those items designated for preservation, shall be removed to the following depths:

- a. In areas to receive embankment: 2 feet below natural ground, except when permitted by the plans, trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least three feet of embankment.
- b. In areas to be excavated: 2 feet below the lowest elevation of the excavation.
- c. All other Areas: 1 foot below natural grade.

2. Backfill:

Holes remaining after removal of all obstructions, objectionable material, tree stumps, etc., shall be backfilled in accordance with 02305 Excavating and Backfilling for Utilities and or 02319 Excavating, Backfilling and Compacting for Paving. Contours shall be reestablished to approximately the same as existed prior to removal of the obstruction, unless directed otherwise by the ENGINEER.

3. Plugging:

Before backfilling the open ends of all storm drainage structures pipes and conduits shall be capped and plugged with sufficient concrete to insure a water tight seal. All electrical, gas, water and sanitary sewer pipes and mains shall be properly capped and sealed in accordance with the direction of the ENGINEER.

4. Salvage:

Existing frames, grates, light poles, luminaries and appurtenances shall be salvaged to the CITY. The location shall be determined upon the commencement of the WORK. If no direction is given by the CITY then CONTRACTOR shall dispose of them offsite.

**END OF SECTION**

## **SECTION 02284**

### **TOPSOIL**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

##### **1.02 WORK INCLUDED**

- A. Provide all labor, materials, necessary equipment and services to complete the work, as indicated on the drawings, as specified herein or both.
- B. Including but not necessarily limited to the following:
  - 1. Topsoil Stripping.
  - 2. Topsoil Mixing and Spreading.
- C. There shall be no classification of excavation for measurement of payment regardless of materials encountered.

##### **1.03 RELATED WORK**

- A. Section 02100 - Clearing and Grubbing.

#### **PART 2 - PRODUCTS**

##### **2.01 TOPSOIL**

- A. Topsoil shall be obtained from any previously established stockpile on site, to the extent that suitable material is available.
- B. Additional topsoil, if required, shall be obtained by mixing existing on-site sandy fill with imported muck or compost.
- C. Topsoil, whether obtained from stockpile, or mixed as described in "B" above, shall be sandy loam, and shall have the following characteristics:
  - 1. 95% of topsoil shall pass a ¼ inch sieve.
  - 2. Topsoil shall be free of stones 1" in longest dimensions, earth clods, plant parts, and debris.
  - 3. Organic matter content shall be 4% to 12% of total dry weight.

4. PH and nutrient content shall be adjusted as necessary to conform with recommendations made by testing laboratory. (See 2.01 (D))
- D. Samples shall be submitted to CITY for testing. Test shall indicate compliance with the specifications and recommendations as to the type and quantity of soil additives required to bring the nutrient content and pH to satisfactory levels for planting specified plant material. Tests shall be required at a rate of one per 500 cubic yards of material placed, for the first 5,000 cubic yards of material, and may be reduced at the ENGINEER discretion thereafter. Sampling shall be done in the presence of the ENGINEER. The CONTRACTOR shall be responsible for the cost of testing.

### **PART 3 - EXECUTION**

#### **3.01 JOB CONDITIONS**

Protection: Use all means necessary to protect existing objects and vegetation. In the event of damage, immediately make all repairs, and replacements necessary to the acceptance of the ENGINEER.

#### **3.02 FILLING AND GRADING:**

Topsoil shall be spread in a uniform 2" layer after compaction, over all sodded and pervious areas, and finished to grades shown on the plans, making allowance, where necessary, for sod. Grades shown include 2" for thickness of sod in all sodded areas.

**END OF SECTION**



## SECTION 02305

### EXCAVATION AND BACKFILLING FOR UTILITIES

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

##### **1.02 SUMMARY**

- A. Work under this section shall include, but not be limited to excavating trenches for the installation of storm drains and utilities, backfilling trench with bedding material as specified and finish filling trenches with suitable material to proposed subgrade, compacting subgrade, bedding, and backfill materials, and compliance with all environmental and health and safety regulations.
- B. This work shall include all labor and materials and equipment necessary to meet all applicable requirements as specified in the contract documents.

##### **1.03 REFERENCED SECTIONS**

- A. Section 02630 - Storm Drainage Facilities

##### **1.04 REFERENCE STANDARDS**

- A. American Society for Testing and Materials (ASTM) Latest Edition
  - 1. D 422 Method for Particle Size Analysis
  - 2. D 698 Test of Moisture Density Relations of Soils - Standard Proctor Method
  - 3. D 1557 Test for Moisture-Density Relations of Soils Using 10-lb. (4.5 Kg) Hammer and 18-inch (457 mm) Drop (Modified Proctor)
  - 4. D 2216 Laboratory Determination of Moisture Content of Soil
  - 5. D 2487 Classification of Soils for Engineering Purposes
  - 6. D 2922 Tests for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - 7. D 3017 Test for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - 8. D 4318 Test for Plastic Limit, Liquid Limit, & Plasticity Index of Soils

- B. American Association of State Highway and Transportation Officials (AASHTO) latest edition
  - 1. T 88 Mechanical Analysis of Soils
  - 2. M 43 Standard Sizes of Coarse Aggregate for Highway
- C. National Electric Code
  - 1. NEC 300-5
  - 2. NEC 710-36

#### **1.05 PROJECT RECORD DOCUMENTS**

- A. Accurately record actual locations of all subsurface utilities, structures and obstructions encountered.
- B. Accurately record any as-built variation from the construction drawings and specifications. The CONTRACTOR shall provide final as-built drawings within 30 days of project completion.
- C. If portions of the work are to be certified for use prior to the completion of the project, the CONTRACTOR shall provide as-built drawings 30 days prior to the anticipated date of use of that portion of the utility.

#### **1.06 QUALITY ASSURANCE**

- A. An ENGINEER, selected and paid by the CONTRACTOR, shall be retained to perform construction inspection and testing on backfilling operations as stated herein. This inspection will not relieve the CONTRACTOR from his responsibility to complete the work in accordance with the drawings and specifications.

#### **1.07 SUBMITTALS**

- A. The CONTRACTOR shall contact all utility companies and identify any requirements. CONTRACTOR shall provide written confirmation of the status of all utility construction to the OWNER at the time of the preconstruction conference or no later than 30 days following the project possession date.
- B. Submit a sample of each type of offsite fill and/or bedding material that is to be used in backfilling.

### **PART 2 - PRODUCTS**

#### **2.01 MATERIALS**

- A. Backfill material shall be as specified and approved by the OWNER and/or the ENGINEER.

- B. Bedding Material: Bedding material shall only be utilized when specified on the drawings. Bedding material shall conform to ASTM #67 aggregate free from debris, clay lumps, organic, or other deleterious material.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Set all lines, elevations, and grades for utility and drainage system work and maintain for the duration of work. Provide careful maintenance of benchmarks, property corners, monuments, or other reference points.
- B. Protect and maintain in operating condition, existing utilities encountered during utility installation. Repair any damage to surface or subsurface improvements shown on Drawings.
- C. Verify location, size, elevation, and other pertinent data required to make connections between existing utilities, drainage systems, and proposed construction indicated on Drawings. Coordinate all building utility connection locations and elevations with architectural drawings. CONTRACTOR shall comply with all local codes and regulations.

### **3.02 EXCAVATION**

- A. General: This work shall consist of the excavation of whatever substances shall be encountered to the depths as shown on the plans. Excavated materials not required for fill or backfill shall be removed from the work site as directed by the ENGINEER and shall be considered to be a part of the bid price of the utility pipe for which excavation and backfill is required.
- B. Contact regulatory authorities having jurisdiction and utility companies before excavation begins. Dig trenches at proper width and depth for laying pipe, conduit, or cable and in accordance with utility company requirements. Cut trench banks for safety and remove stones as necessary to avoid point-bearing.
- C. All trench excavation side walls shall be sloped, shored, sheeted, braced or otherwise supported by means of sufficient strength to protect the workmen within them in accordance with the applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by regulatory authorities having jurisdiction, codes and ordinances. Such bracing or shoring shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.

The CONTRACTOR shall furnish, put in place and maintain such sheeting, bracing, as may be required to support the side of the excavation, and to prevent any movement which can in any way damage the work or endanger adjacent structures. If the ENGINEER is of the opinion that supports are insufficient, he may order additional supports. The compliance with such order shall not release the CONTRACTOR from his responsibility for the sufficiency of the sheeting.

The CONTRACTOR shall leave all sheeting in place. The ENGINEER may require sheeting to be cut off at any specified elevation, but in no case will any sheeting be left closer than three (3) feet below the natural surface, nor cut off below the elevation of the top of the pipe.

- D. Provide uniform bearing and support for each section of pipe at every point along the entire length, except where necessary to excavate for bell holes, pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make the joint connection properly.
- E. During excavation, stockpile excavated material suitable for backfilling in an orderly manner far enough from the trench to avoid overloading and slides, and to prevent runoff from affecting surrounding areas.
- F. Any abandoned structures utilities or debris discovered during excavation shall be removed and disposed of, or capped.
- G. Utility alignments have been designed to avoid expected obstructions wherever possible. If unanticipated significant obstructions are encountered during utility installation work immediately notify the OWNER.
- H. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as necessary. Remove accumulated water in trenches or other excavations by pumping or other acceptable methods. Water shall not be directly pumped to the city sewer system.
- I. Utility installation shall meet the following minimum pipe installation depths, or applicable codes and ordinances, measured from finished grade.
  - 1. Water Mains: 36 inches to top of pipe barrel, or as specified on the plans;
  - 2. Sanitary Sewer: 24 inches to top of pipe barrel, or as specified on the plans;
  - 3. Storm Sewer: 24 inches to top of pipe barrel, or as specified on the plans;
  - 4. Electrical Conduits: 24 inches to top of secondary service conduits, 36 inches minimum to the top of primary service conduits, or as required by NEC 300-5, NEC 710-36 codes, or the regulatory authorities having jurisdiction, and utility company requirements, whichever is deeper;
  - 5. Telephone Conduits: 24 inches to top of conduit, or as required by the regulatory authorities having jurisdiction and utility company, whichever is deeper; and,
- J. Excavation for structures and other accessories shall have a minimum clearance of twelve inches and a maximum clearance of twenty-four inches on all sides.
- K. Excavation shall not be carried below the required depths as indicated by the plans. Excess excavation below the required level shall be backfilled at the

CONTRACTOR's expense with sharp sand, gravel or other suitable material thoroughly compacted and approved by the ENGINEER.

- L. Any unstable soil shall be removed and shall be replaced by material acceptable to the ENGINEER. The removal and replacement of such unstable soil shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.
- M. Water shall not be permitted to accumulate in the excavated area. It shall be removed by pumping or other means as approved by the ENGINEER. The removal of water shall be considered to be a part of the bid price of the pipe for which excavation and backfill is required.

Well points, pumps or other approved means shall be used to keep the ground water sufficiently low in the opinion of the ENGINEER to permit the placing of concrete, masonry or pipe in first class condition, and sufficiently long thereafter to protect the concrete, masonry or joints against washing or damage.

The CONTRACTOR shall also use such other means as may be necessary to keep the excavation in satisfactory condition for the construction of the work, and the use of well points, or other approved method, will not relieve the CONTRACTOR of his responsibility to make structures water tight.

Predigging of trenches in order to install well point systems shall be included in the bid price of the pipe.

- N. Banks and trenches shall be vertical unless shown otherwise on plans. The width of the trench shall be no less than eight inches (8") and no more than twelve inches (12"), or as approved by the ENGINEER, on each side of the pipe bell for pipe up to 16" diameter. Bell holes shall be accurately excavated by hand.
- O. If the bottom of the trench is rock, the excavation shall be carried eight inches below the invert of the pipe and backfilled with thoroughly compacted sharp sand, gravel or other suitable material approved by the ENGINEER.
- P. Haunching, including tamping, material, and compaction, shall be in conformance with the pipe manufacturer's recommendation.

### **3.03 LATERALS**

- A. All utilities intended to connect to services within any building will be extended to within 5 feet of the building limits in the direction and at elevations to connect at those geometrical locations indicated or inferred on the drawings. All utility ends will be plugged and marked by a 2 inch x 4 inch piece of wood extending from the utility invert to 4 feet above final grade.

### **3.04 PIPE BEDDING (When Specified)**

- A. Accurately cut trenches for pipe or conduit to designated line and grade 6 inches below the bottom of the pipe, to width as specified previously. Compact trench

bottoms a minimum of 92% of the maximum dry density as determined by ASTM D1557, Modified Proctor Test.

- B. Over excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide a suitable base for continuous and uniform bedding.
- C. Place bedding material and compact in 6 inch loose lifts to obtain at least 95% of the maximum dry density per ASTM D1557. Accurately shape bedding material to conform to lower portion of pipe barrel. After pipe installation, place and compact bedding material as specified above in maximum 6-inch loose layers to the springline of the pipe.

### **3.05 BACKFILLING**

- A. After pipes, structures and other appurtenances have been installed, the trench or opening shall be backfilled with material free from large stones or clods of a quality acceptable to the ENGINEER.
- B. Backfill around the pipe and to a point twelve inches above the top of the pipe shall be placed in six inch layers compacted with 20-pound hand tampers or mechanical tampers suitable for this purpose. Backfilling shall follow pipe laying closely, and shall not be more than one hundred (100) feet behind completed pipe laying. Backfill over pipe shall be carefully placed by experienced labor and thoroughly consolidated without shock to the pipe, and carried up uniformly on both sides of the pipe. No backfilling with bulldozers will be permitted adjacent to pipeline.
- C. Within roadway right-of-ways, or within areas where pavements are to be constructed over the pipe, the remainder of the trench shall be placed in six-inch layers (compacted thickness) and shall be compacted to 100% of maximum density as determined by AASHTO T-99. CONTRACTOR will be responsible for correcting settlement in all backfilled areas whether under the pavement or otherwise.
- D. In areas where no pavement is to be constructed, the backfill above the twelve-inch line above the pipe shall be compacted to a firmness approximately equal to that of the soil adjacent to the pipe trench or 95% of maximum density as determined by AASHTO T-180 in public rights of way. Backfill below the 12-inch line shall be compacted in 6-inch layers (compacted thickness) and shall be compacted to 100% of maximum density as determined by AASHTO T-180.

### **3.06 EXPLOSIVES**

- A. The use of explosives will not be permitted.

### **3.07 PAYMENT**

- A. No separate payment is provided for work covered by this Section. All costs in connection with Excavation and Backfilling, including testing, shall be included in the bid price of any item for which excavation and backfilling is required.

**END OF SECTION**

## SECTION 02319

### EXCAVATING, BACKFILLING, AND COMPACTING FOR PAVING

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. All material, labor, equipment, tools and superintendence necessary to furnish and install excavating, backfilling, and compacting for paving, complete in place.

##### 1.02 RELATED SECTIONS

- A. Section 02722 - Stabilized Subgrade
- B. Section 02725 - Limerock Base

##### 1.03 SITE CONDITIONS

- A. Site is subject to frequent inundating rains, and may be subject to localized flooding and surface flows. Site is subject to groundwater conditions which may impede the Work sequence.

#### PART 2 - PRODUCTS

Not Used

#### PART 3 - EXECUTION

##### 3.01 PREPARATION

- A. Prepare the site prior to commencement of grading operations

##### 3.02 LINE AND GRADE

- A. All fill and excavation to be graded to subgrade +/- 0.10 foot. Drainage patterns are not to be altered from preconstruction conditions. CONTRACTOR shall be responsible for final grading, smoothing and clean-up of all areas between R.O.W. and / or easement lines and curb or pavement, regardless of work performed by other contractors. Final grade shall be established by "Blue Top" method.

##### 3.03 EXCAVATION SPOIL

- A. All spoil from excavation, except as may be determined by the ENGINEER to be unsuitable, shall be placed in the fill areas.

### **3.04 BENCHING**

- A. CONTRACTOR shall tie all fills into undisturbed bank with benches of not less than 2H:1V, with a minimum H=2'-0.

### **3.05 DEPTH OF FILL**

- A. CONTRACTOR shall place fill in level, uniform layers. Each layer shall have a uniform loose thickness of not more than ten (10) inches and/or a maximum compacted thickness of not more than six (6) inches, whichever is less.

### **3.06 MOISTURE CONTENT**

- A. CONTRACTOR shall prepare and bring each layer of fill to (+/-) 3% of optimum moisture. Where soils are placed in water the requirement for moisture control will be waived until such time as 1'-0 foot of comparative dry fill can be placed. At that time, moisture control and density control will begin again. The testing laboratory shall determine soils type and required moisture content. Where moisture fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas as follows:

- 1. High Moisture Content:

- a. Should moisture content exceed established maximum moisture content, CONTRACTOR shall spread, disk, aerate, and / or otherwise cause the moisture content to be reduced to within uniform maximum allowable limits.

- 2. Low Moisture Content:

- a. Should moisture content not reach established minimum moisture content, CONTRACTOR shall disk, sprinkler, water, mix, and/or otherwise bring the moisture content to within uniform minimum allowable limits.

### **3.07 COMPACTION**

- A. CONTRACTOR shall compact and / or otherwise manipulate each layer of fill using a vibratory compactor such that a uniform compaction of not less than 98% of maximum dry density, per AASHTO T-180.
- B. Where compaction fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas.



**3.08 FIELD QUALITY CONTROL**

- A. Provide passing density / moisture tests in accordance with the Contract Documents

**END OF SECTION**

## SECTION 02577

### PAVEMENT MARKING AND CAR STOPS

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

##### **1.02 WORK INCLUDED**

- A. The work covered by this section shall include the furnishing of all labor, equipment and materials necessary to construct and install all pavement marking, striping and car stops in accordance with the plans and these specifications.

##### **1.03 RELATED WORK**

- A. Section 02746 - Asphaltic Concrete

##### **1.04 QUALITY ASSURANCE**

- A. Perform all work in accordance with the requirements of local agencies.

#### **PART 2 - PRODUCTS**

**2.01** Chlorinated rubber-alkyd type, as per Fed Spec. No. TT-P-115, Type III, or shall be Code T-1, conforming to Section 971-12.2 of the Florida Department of Transportation (FDOT) Standard Specifications.

- A. Paint shall be factory mixed, quick drying and non-bleeding type.
- B. Color shall be as per FDOT requirements.
- C. Parking striping (except for handicap spaces) shall be provided with paint containing reflective additive.

**2.02** Traffic pavement markings including arrows, lane markers and stop bars shall be thermoplastic paint and shall conform to the applicable Technical Specifications (Section 711) of the FDOT. All handicap parking striping shall be thermoplastic paint and shall conform to the applicable Technical Specifications (Section 711) of the FDOT.

**2.03** Traffic paint shall conform to the applicable Technical Specifications (Section 710) of the Florida Department of Transportation (FDOT).

**2.04** Car stops shall be of the size and dimensions shown on the plans. Concrete for car stops shall have a minimum compressive strength of 2,500 psi.

**2.05** Reflectors shall be in accordance with FDOT Standards.

**PART 3 - EXECUTION**

**3.01 TRAFFIC AND LANE MARKINGS**

- A. Sweep dust and loose material from the sealed surface.
- B. Apply paint striping as indicated on the drawings, with suitable mechanical equipment to produce uniform straight edges.
  - 1. Apply in not less than (2) two coats as per manufacturer's recommended rates of applications.
- C. Protect pavement markings until completely dry in accordance with manufacturer's recommendations.

**END OF SECTION**

## SECTION 02630

### STORM DRAINAGE FACILITIES

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

##### 1.02 SUMMARY

- A. Work under this section shall consist of providing all labor, plant facilities, materials, tools, equipment, shop drawings and supervision necessary and required to install all of the storm drainage facilities, including piping, fittings, structures, bedding, and backfilling, as specified in accordance with the contract documents.

##### 1.03 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the Storm Drainage Facilities work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

##### 1.04 RELATED WORK

- A. Section 02100 - Clearing and Grubbing.
- B. Section 02305 - Excavation and Backfilling for Utilities.

##### 1.05 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
  - 1. A185 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
  - 2. A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
  - 3. A760 - Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
  - 4. A798 - Installation of Corrugated-Steel Pipe for Sewers and Other Applications
  - 5. A929 - Metallic-Coated by the Hot-Dip Process for Corrugated Steel Pipe
  - 6. C76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
  - 7. C478 - Precast Reinforced Concrete Manhole Sections
  - 8. C1479 - Installation of Reinforced Concrete Pipe

9. C990-01A - Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
  10. D2321 - Installation of Thermoplastic Pipe for Sewer/Gravity-Flow Applications
  11. D3034 - Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
  12. D3212 - Joints for Drain and Sewer Plastic Pipes Using Elastomeric Seals
  13. F477 - Elastomeric Seals (Gaskets) for Joining Plastic Pipe
  14. F794 - Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
  15. F949 - Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings
- B. American Association of State Highway and Transportation Officials (AASHTO)
1. M198 - Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
  2. M252 - Corrugated Polyethylene Drainage Tubing
  3. M274 - Aluminum-Coated (Type 2), for Corrugated Steel Pipe
  4. M294 - Corrugated Polyethylene Pipe. 12 to 14 inch Diameter
  5. M36 - Metallic Coated Corrugated Steel Culverts and Underdrains
  6. M190 - Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches
  7. M199 - Standard Specification for Precast Reinforced Concrete Manhole Sections
- C. American Water Works Association (AWWA)
1. C110 - Ductile-Iron and Gray-Iron Fittings, 3 in through 48 in (75 mm through 1200 mm), for Water and Other Liquids (revision of ANSI/AWWA C110/A21.10-93)
  2. C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
  3. C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water
- D. American Concrete Institute (ACI)
1. 301 - Structural Concrete for Buildings, Specifications for
  2. 318 - Building Code Requirements for Structural Plain Concrete

## **1.06 CLEARING**

- A. Clearing or installation of pipe and all drainage structures shall be confined within the working limits of the trenches. Trees, utility poles, survey monuments, underground and overhead utilities shall be suitably protected and preserved.

## **1.07 EXISTING UTILITIES**

- A. Furnish temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, cables, etc., and other obstructions encountered in the progress of the work.
- B. When the grade of alignment of the pipe is obstructed by existing utility structures, such as conduits, ducts, pipes, branch connections to water or sewer mains, and other obstructions, the obstructions shall be permanently supported, relocated, removed or reconstructed by the CONTRACTOR in cooperation with the OWNERS of such structures. No deviation shall be made from the required line or grade except as directed in writing by the ENGINEER.
- C. It shall be the responsibility of the CONTRACTOR to notify the OWNERS of existing utilities in the area of construction a minimum of 48 hours prior to any excavation adjacent of such utilities, so that field locations of said utilities may be established.
- D. Temporary relocation of existing utilities (to be removed) to accommodate installation of storm drain pipe shall be the responsibility of the CONTRACTOR and approved by the ENGINEER. No additional payment shall be made for temporary relocation of existing utilities if shall be considered part of the bid item for the pipe.

## **1.08 PROJECT RECORD DOCUMENTS**

- A. Accurately record as-built locations of pipe runs, connections, catch basins, cleanouts, top elevations and invert elevations.
- B. Identify and describe unexpected variations of subsurface conditions and location of any utilities encountered.

## **1.09 QUALITY ASSURANCE**

- A. All costs related to reinspection due to failures shall be paid for by the CONTRACTOR at no additional expense to the OWNER. OWNER reserves the right to direct any inspection that is deemed necessary. CONTRACTOR shall provide free access to site for inspection activities.

## **PART 2 - PRODUCTS**

### **2.01 PIPE**

- A. ALUMINUM METAL PIPE:

1. Pipe material shall be full round or spiral, hy-flo aluminum culvert pipe, as specified in A.S.T.M. B209 and A.A.S.H.T.O. M-196. Aluminum pipe shall be in accordance with Florida D.O.T. Specification Section 945.
2. Metal pipe shall be jointed according to the pipe manufacturer's specifications for the pipe manufacturer's water tight joint. Corrugated metal band or coupling with bolts as recommended and furnished by the pipe manufacturer shall be used for joints. No pipe or pipe fittings which have been dented, scratched or marred in any way shall be accepted. The CONTRACTOR must receive written approval to backfill before placing any backfill over the pipe. The metal pipe shall be furnished in standard laying lengths of 20' or 40'.
3. Perforated corrugated metal pipe shall be aluminum full round or spiral pipe as specified in A.S.T.M. B209 and A.A.S.H.T.O. M-196, perforated corrugated metal underdrain pipe shall be referred to as P.C.M.P.

**B. REINFORCED CONCRETE CULVERT PIPE:**

1. Concrete pipe shall be produced by a reputable manufacturer engaged in the full time business of manufacturing concrete pipe. Pipe manufacturer shall produce the pipe from an approved, permanent plant acceptable to the ENGINEER.
2. All concrete pipe shall be reinforced and shall conform to the requirements of ASTM C-76. "Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe." All pipe shall be a minimum of Class III. Pipe shall have an interior surface which is smooth, uniform and free from rough spots, irregularities and projections. Nominal pipe lengths shall be 8' unless authorized otherwise by the OWNER's Representative. Lifting holes will be permitted, one (1) hole per length.
3. Concrete pipe may be either bell and spigot, tongue and groove or modified tongue and groove.
4. Internal rubber gasket joints shall be used. The internal rubber gasket joint shall be supplied by the pipe manufacturer and shall be completely compatible in every respect with the pipe furnished. The rubber gasket on the inside of the bell or groove shall be installed on the pipe at the plant by the pipe manufacturer. All materials and accessories for the rubber gasket joint and the methods of jointing shall be in strict conformance with the pipe manufacturer's direction and recommendation. Joint must be completely water tight.
5. Cement grout joints shall be completely water tight and acceptable to the OWNER's Representative. A full bed of mortar shall be placed in the bell and/or groove and on the tongue and/or spigot. The annular space in the pipe joint shall be wiped with cement mortar to insure the joint is filled and to present a smooth surface. The complete exterior periphery of the joint shall have a standard cement grout diaper joint. Diaper shall be installed with the aid of an approved cloth ring. Cement mortar joints shall be made in the dry.

Mortar and grout shall be one part Portland Cement to two parts by weight of sand. Mortar shall have enough water to make a stiff mixture that can be molded and worked. Cement mortar joints shall not be covered until inspected and approved by the OWNER's Representative.

C. HIGH DENSITY POLYETHYLENE PIPE:

1. High Density Polyethylene Pipe (HDPE) sizes 12" - 36", shall be corrugated type, smooth interior, conforming to ASTM F405, ASTM F667, AASHTO M252 and AASHTO M294 as manufactured by Advanced Drainage Systems or approved equal.
2. Basic Material:
  - a. Extruded Pipe and Blow Molded Fittings: Pipe and fittings shall be made of virgin PE compounds which conform with the requirements for Type III, Category 4 or 5, Grade P33, Class C; or Grade P34, Class C, as defined and described in ASTM D 1248.
  - b. Rotational Molded Pipe and Fittings: Pipe and fittings shall be made of virgin PE compounds which conform with the requirements of Type III, Category 3, Grade P33, Class C; or Grade P34, Class C, as defined and described in ASTM D 1248.
3. Corrugated Polyethylene Pipe shall meet the requirements as describe in ASTM D 2412 for pipe stiffness.
4. Corrugated Polyethylene Pipe shall be in accordance for brittleness with ASTM D 2444.
5. Fitting Requirements:
  - a. The fittings shall not reduce or impair the overall integrity or function of the pipe line.
  - b. Couplings shall be corrugated to match the pipe corrugations and shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Couplings shall be bell and spigot, split collar, or screw-on collar. split collar couplings shall engage at least one full corrugation on each pipe section and screw on collars shall be in width at least one-half the nominal diameter of the pipe.
  - c. HDPE pipe joints shall be of a rubber or neoprene gasket designed to secure a soil tight joint.

D. BITUMINOUS COATED CORRUGATED STEEL (Metal) PIPE and PIPE ARCH (BCCMP/BCCMA)

1. Pipe shall meet the requirements of ASTM A760 or AASHTO M36 and be fully bituminous coated in accordance with AASHTO M190;



2. The minimum gage for pipe materials shall be 16 gauge for diameters of 10-24 inches, 14 gauge for diameters of 30-36 inches, 12 gauge for diameters of 42-54 inches, 10 gauge for diameters of 60-72 inches and 8 gauge for diameters of 78 inches and larger, but not less than the gage otherwise indicated on the drawings;
3. Each pipe shall be clearly marked to show class or gauge, date of manufacture, and name or trademark of the manufacturer; and,
4. Joints for corrugated metal pipe, pipe arches and fittings shall be outside collars or coupling bands of galvanized steel angles riveted near the ends and bolted through angles to draw the bands tight.

E. ALUMINIZED STEEL TYPE 2 CORRUGATED STEEL PIPE

1. Pipe shall meet the requirements of ASTM A929 or AASHTO M274;
2. May be used in lieu of BCCMP and shall meet the requirements of Article 2.01(C 2-4) noted above; and,
3. Externally Ribbed Pipe, such as "ULTRA FLO" shall not be permitted.

F. POLYVINYL CHLORIDE PIPE (PVC)

1. Pipe shall meet the requirements of ASTM D3034, SDR 35; and,
2. Rubber gaskets shall meet the requirements of ASTM F477 with joints conforming to ASTM D3212.

G. CORRUGATED POLYVINYL CHLORIDE PIPE

1. Pipe shall meet the requirements of ASTM F949 and F794;
2. Rubber gaskets shall meet the requirements of ASTM F477 with joints conforming to ASTM D3212; and,
3. Approved Manufacture: Contech "A2000", 1001 Grove Street, Middletown, OH 45044, (336) 854-2177 or approved equal.

H. DUCTILE IRON PIPE (DIP)

1. Pipe shall meet the requirements of AWWA C151; and,
2. Fittings shall meet the requirements of AWWA C110 with rubber gaskets conforming to AWWA C111.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. CONTRACTOR shall only use the pipe material as specified on the plans. Materials will not be allowed unless approved by the ENGINEER in writing.
- B. The CONTRACTOR shall install all drainage structures and pipe in the locations shown on the drawings and/or as approved by the OWNER. Pipe shall be of the type and sizes specified on the drawings and shall be laid accurately to line and grade. Structures shall be accurately located and properly oriented.
- C. Excavation and Backfill – The provisions in Section 02305, Excavating and Backfilling for Utilities shall govern all work under this Section.
- D. Storage and Handling of Pipe – All pipe shall be protected against impact, shock and free fall, and only equipment of sufficient capacity and proper design shall be used in the handling of the pipe. Storage of pipe on the job shall be in accordance with the pipe manufacturer's recommendations.
- E. Damage to Pipe
  - 1. Pipe which is defective from any cause, including damage caused by handling, and determined by the OWNER as unrepairable, shall be unacceptable for installation and shall be replaced at no cost to the OWNER and as directed by the OWNER; and,
  - 2. Pipe that is damaged or disturbed through any cause prior to acceptance of the work, shall be repaired realigned or replaced as directed by the OWNER, at the CONTRACTOR's expense.
- F. Maintenance Access Structures, catch basins and drain inlets shall be constructed as soon as the pipe laying reaches the location of the structures. Should the CONTRACTOR continue his pipe laying without making provisions for completion of the structures, the OWNER shall have the authority to stop the pipe laying operations until the structure is completed.
- G. Any structure, which is mislocated or oriented improperly, shall be removed and rebuilt in its proper location, alignment and orientation at the CONTRACTOR's expense.

### **3.02 EXCAVATIONS**

- A. Trenches shall be kept as nearly vertical as possible and, if required, shall be properly sheeted and braced. Where, in the opinion of the ENGINEER, damage could result from withdrawing sheeting, the sheeting shall be left in place. Not more than 100 feet of trench shall be opened at any one time or in advance of pipe laying unless permitted by the ENGINEER.
  - 1. Except in rock, water-bearing earth or where a granular or concrete base is to be used, mechanical excavation of trenches shall be stopped above the

final grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed. If over digging occurs, all loosened earth shall be removed and the trench bottom brought back to grade with granular material.

2. Excavations and trenches in rock shall be carried to a depth of not less than 8" below the pipe bottom. This space shall be filled with granular material or washed rock.
3. Width of trenches shall be such as to provide adequate space for placing and jointing pipe properly, but in every case the trench shall be kept to a minimum width.
4. Any unstable soil encountered shall be removed and replaced with gravel, crushed rock or rock and sand suitably compacted.

### **3.03 PREPARATION TO TRENCH BOTTOM**

- A. Water shall not be allowed in the trenches while the trench bottom is being prepared or while pipe is being installed, unless directed by the ENGINEER.
- B. A continuous trough shall be shaped to receive the bottom quadrant of the pipe barrel. Bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.
- C. Where unsuitable soil conditions are encountered, the trench bottom shall be excavated to a minimum of eight (8) inches below the proposed bottom of the pipe, and a trough as described above shall be formed with sharp sand or bedding rock to uniformly support the bottom quadrant of the pipe barrel.

### **3.04 BEDDING**

- A. Bedding material, when required, shall be in accordance with Section 02305, Excavating and Backfilling for Utilities for work described within this Section.

### **3.05 PIPE INSTALLATION**

- A. Comply with Section 02305, Excavating and Backfilling for Utilities
- B. Laying Pipe
  1. Unloading and Handling: All pipes shall be unloaded and handled with reasonable care. Pipes shall not be rolled or dragged over gravel or rock during handling. The CONTRACTOR shall take necessary precautions to ensure the method used in lifting or placing the pipe does not induce stress fatigue in the pipe and the lifting device used uniformly distributes the weight of the pipe along its axis or circumference;
  2. Each length of pipe shall be inspected for defects and cracks before carefully lowered into the trench. Any damaged or any pipe that has had its grade disturbed after laying shall be removed and replaced. Bituminous coated

pipe shall be handled with special care and repair of damaged coating shall conform with AASHTO M190;

3. Lay pipe on prepared foundation starting at the downgrade end according to line and grade with the necessary drainage structures, fittings, bends and appurtenances as shown on the drawings. Rigid pipes shall be laid with the bell or groove ends upgrade with the spigot or tongue fully inserted. Flexible pipes shall be laid with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Reinforced concrete pipe shall be installed in accordance with ASTM C1479. Bituminous coated corrugated steel pipe and arch pipe shall be installed in accordance with ASTM A798. HDPE pipes shall be installed in accordance with pipe manufacture's installation guidelines for heavy duty drainage applications and ASTM D2321; and,
4. Pipe sections shall be firmly joined together with appropriate gaskets or bands and joints wrapped with approved fabric.
5. Pipe shall be protected during handling against impact shocks and free falls. Pipe shall be kept clean at all times and no pipe shall be used that does not conform to the Specifications.
6. The laying of the pipe shall be commenced at the lowest point with spigot ends pointing in the direction of flow. All pipe shall be laid with ends abutting and true to line and grade. They shall be laid in accordance with manufacturer's requirements as approved by the ENGINEER.
7. Pipe shall be laid accurately to the line and grade as designated on the plans. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be jointed, or of the factory made jointing material, shall be clean and dry. Lubricant, primers, adhesive, etc., shall be used as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined and adjusted in such a manner as to obtain a water tight line. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to prevent movement of pipe off line and grade.
8. The exposed ends of all pipe shall be suitably plugged to prevent earth, water, or other substances from entering the pipe when construction is not in progress.

### **3.06 BACKFILLING TRENCHES**

- A. No trenches or excavations shall be backfilled until the trench and installation has been inspected and written approval given by the OWNER's Representative. Under no circumstances shall water be permitted to rise in unbackfilled trenches after pipe has been placed. Trenches shall be backfilled with approved material, free of large clods, stones or rocks and carefully deposited in layers not to exceed 6" until enough fill has been placed to provide a cover of not less than 1' above the pipe. Each layer shall be placed, then carefully and uniformly tamped, so as to eliminate the possibility of pipe displacement. The remainder of backfill materials shall then be

placed, moistened and compacted in 8" layers to 98% maximum AASHTO T-180 density.

- B. Whenever the trenches have been improperly filled or if settlement occurs, they shall be refilled, compacted, smoothed off and made to conform to grade. Unless otherwise directed or shown on the plans, backfill in trenches in or through roadways shall be made as specified above, except that the entire fill above 1' over the pipe shall be deposited in layers not to exceed 8" in thickness, moistened, and compacted to density equal to or greater than that of adjacent material so that pavement can be placed immediately.

### **3.07 CONCRETE ENCASEMENT OF DRAINAGE PIPE**

- A. Trenches in which encasement for pipe are to be placed, may be excavated completely with mechanical equipment. Prior to formation of the encasement, temporary supports consisting of timber wedges or masonry shall be used to support the pipe in place. Temporary supports shall have minimum dimensions and shall support the pipe at no more than two places, one at the bottom of the barrel of the pipe adjacent to the shoulder of the socket and the other near the spigot end.

### **3.08 DRAINAGE STRUCTURES**

- A. All structures shall be built to the line and grade shown on drawings. All reinforced concrete work shall be in strict conformance with the concrete specifications contained herein. After erection of the forms and placing of the steel, the CONTRACTOR must have inspection and approval from the ENGINEER before placing any concrete. After removal of the forms, the CONTRACTOR shall backfill around each structure with approved granular fill. The fill shall be placed in layers not exceeding 8" in depth measured loose and compacted to 98% of the maximum density as determined by the modified proctor, AASHTO T-180. No defects of any kind in the pipe section will be accepted. All pipe stubs shall be made of the same type of pipe. Pipe stubs shall be sealed with a concrete plug, water tight. The ends of the pipes which enter masonry shall be neatly cut to fit the inner face of the masonry. Cutting shall be done before the pipes are built in.

### **3.09 INFILTRATION AND EXFILTRATION TESTS**

- A. Tests for watertightness shall be made by the CONTRACTOR. Leakage of completed storm sewer system shall not exceed 500 U.S. gallons per day per inch diameter per mile of pipe under minimum hydrostatic pressure of 2'. Test shall be conducted in a manner satisfactory to the ENGINEER. Any portion of the project not conforming to the above requirements shall be corrected by the CONTRACTOR, at his own expense, prior to acceptance by the ENGINEER.

### **3.10 RESTORATION OF SURFACES AND/OR STRUCTURES**

- A. The CONTRACTOR shall restore and/or replace paving, curbing, sidewalks, fences and survey points, or any other disturbed surfaces or structures to a condition equal to that before the work was begun and to the satisfaction of the ENGINEER. Relative to restoration of surfaces and/or structures, the CONTRACTOR shall

comply with all requirements of governing agencies including city, town, county and state.

### **3.11 PROTECTION AND CLEANING**

- A. The CONTRACTOR shall maintain all pipe installations and drainage structures in a condition such that they will function continuously and shall be kept clean of silt, debris and other foreign matter from the pipe and drainage structure is installed until the project is accepted.

### **3.12 FINAL INSPECTION**

- A. All storm sewers shall be lamped by the ENGINEER prior to acceptance of the work. Repairs or misalignment shown necessary by the tests shall be corrected at the CONTRACTOR's expense. All sewers shall be thoroughly cleaned before being placed into use and shall be kept clean until final acceptance by the ENGINEER.
- B. Upon completion of the work and before final acceptance by the OWNER, the entire drainage system shall be subject to a final inspection in the presence of the OWNER and/or ENGINEER. The work shall not be considered as complete until all requirements for line, grade, cleanliness, and workmanship have been completed.

**END OF SECTION**

## SECTION 02722

### STABILIZED SUBGRADE

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDES

- A. The work specified in this section consists of the construction of a stabilized compacted pavement subgrade where indicated on the Drawings. Construction shall be to the uniformity, density and bearing ratio specified hereinafter and to the depths and dimensions indicated on the Drawings.
- B. Definitions:  
  
The stabilizing shall be FDOT Type B as described hereinafter. The required bearing ratio value shall be obtained by stabilizing the subgrade material by the addition and mixing in of suitable stabilizing material. Such work shall be done in accordance with these Specifications, lines, grades, thicknesses and notes shown on the Drawings.
- C. When the volume of the excavation exceeds that required to construct the subgrade to the grades indicated, any excess unsuitable material shall be removed from the site and disposed. Excess suitable material shall be removed from the site to a designated location within the City. The ENGINEER will notify the CONTRACTOR of the location and determine which material is suitable or unsuitable.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. General:  
  
The particular type of stabilizing material to be used shall be in accordance with Paragraph 2.01.E hereinafter and shall meet the following requirements.
- B. Commercial Materials:
  - 1. General:  
  
Materials which are designated as commercial materials which are to be used for this stabilizing may be either commercial limerock, limerock overburden or crushed shell.
  - 2. Limerock:  
  
Specific requirements for limerock and limerock overburden: For limerock and limerock overburden the percentage of carbonates of calcium and magnesium shall be at least 70, and the plasticity index shall not exceed 10.

The gradation of both commercial limerock and limerock overburden shall be such that 97% of these materials will pass a 1-inch sieve.

C. Local Material:

1. General:

Local materials used for this stabilizing may be high-bearing value soils or sand-clay material. The material passing the 40-mesh sieve shall have a liquid limit not greater than 30 and a plasticity index not greater than 10.

2. Blending:

No blending of materials to meet these requirements will be permitted unless authorized by the ENGINEER. When blending is permitted, the blended material shall be tested and approved before being spread on the roadway.

D. Type B Stabilization:

1. The type of materials, commercial or local, shall be at the CONTRACTOR's option.

2. No separate payment for stabilizing materials will be made.

3. Bearing value determinations will be made by the Limerock Bearing Ratio Method.

4. Under this method, it shall be the CONTRACTOR's responsibility that the finished pavement section meets the bearing value requirements regardless of the quantity of stabilizing materials necessary to be added.

5. After the pavement grading operations have been substantially completed, the CONTRACTOR shall make their own determination as to the quantity (if any) of stabilizing material, of the type selected, necessary for compliance with the bearing value requirements. The CONTRACTOR shall notify the ENGINEER of the approximate quantity to be added. The spreading and mixing of such quantity of materials shall meet the approval of the ENGINEER as to uniformity and effectiveness.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

A. General:

1. Prior to the beginning of stabilizing operations, the area to be stabilized shall have been constructed to an elevation such that upon completion of stabilizing operations the completed stabilized subgrade will conform to the lines, grades and cross section shown in the Plans. Prior to the spreading of any additive stabilizing material, the surface of the roadbed shall be



brought to a plane approximately parallel to the plane of the proposed finished surface.

2. The subgrade to be stabilized may be processed in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction and other desired results, in which case, the ENGINEER will direct that the processing be done in more than one course.

### **3.02 APPLICATION**

#### **A. Stabilizing Material:**

1. When additive stabilizing materials are required, the designated quantity shall be spread uniformly over the area to be stabilized.
2. Commercial stabilizing material shall be spread by the use of mechanical material spreaders except that where use of such equipment is not practicable other means of spreading may be used, but only upon written approval of the ENGINEER.

#### **B. Mixing:**

1. The mixing shall be done with rotary tillers or other equipment meeting the approval of the PORT ENGINEER. The area to be stabilized shall be thoroughly mixed throughout the entire depth and width of the stabilizing limits.
2. The mixing operations, as specified, will be required regardless of whether the existing soil or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.
3. As an exception to the above mixing requirements, where the subgrade is of rock, the ENGINEER may direct that the mixing operations (and the work of stabilizing) be waived.

#### **C. Maximum Particle Size of Mixed Materials:**

At the completion of mixing, all particles of material within the limits of the area to be stabilized shall pass a 3-1/2 inch ring. Any particles not meeting this requirement shall be removed from the stabilized area or shall be broken down so as to meet this requirement.

#### **D. Compaction:**

After the mixing operations have been completed and requirements for bearing value, uniformity and particle size have been satisfied, the stabilized area shall be compacted, in accordance with Paragraph 3.03.B hereinafter. The materials shall be compacted at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either

water shall be added or the material shall be permitted to dry until the proper moisture content for the specified compaction is reached.

E. Finish Grading:

The completed stabilized subgrade shall be shaped to conform with the finished lines, grades and cross section indicated in the Drawings. The subgrade shall be checked by the use of elevation stakes or other means approved by ENGINEER.

F. Requirements for Condition of Completed Subgrade:

1. After the stabilizing and compacting operations have been completed, the subgrade shall be firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the Drawings.
2. All soft and yielding material and any 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, with proper allowance for subsequent compaction.

G. Maintenance of Completed Subgrade:

After the subgrade has been completed as specified above, the CONTRACTOR shall maintain it free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. It shall be CONTRACTOR's responsibility to maintain the required density until the subsequent base or pavement is in place. Such responsibility shall include any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Any such work required for recompaction shall be at the CONTRACTOR's expense. Ditches and drains shall be constructed and maintained along the completed subgrade section.

### 3.03 FIELD QUALITY CONTROL

A. Bearing Value Requirements:

1. General:

Bearing value samples will be obtained and tested by the ENGINEER at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated on the Drawings, in excess of the tolerances established herein, additional stabilizing material shall be spread and mixed in accordance with 3.02.B.1 and 3.02B.2. This reprocessing shall be done for the full width of the area being stabilized and longitudinally for a distance of 50 feet beyond the limits of the area in which the bearing value is deficient.

2. Tolerances in Bearing Value Requirements:

The following undertolerances from the specified bearing value will be allowed as based on tests performed on samples obtained after mixing operations have been completed:

<u>Specified Bearing Value</u>	<u>Undertolerances</u>
LBR 40	5.0
LBR 70	5.0

B. Density Requirements:

General:

Within the entire limits of the width and depth of the areas to be stabilized, the minimum density acceptable at any location will be 98% of the maximum density as determined by AASHTO T-180.

C. Density Tests:

1. Density tests shall be taken by an independent testing laboratory certified in the State of Florida where directed by ENGINEER.
2. Density tests shall be taken at a minimum spacing of one per 2000 square feet of material (per lift).
3. All testing costs shall be paid for by the CONTRACTOR.
4. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished grade.
5. At least three density determinations shall be made on each day's final operations on each course. The density determination shall be made at more frequent intervals if deemed necessary by the ENGINEER.

**END OF SECTION**

## **SECTION 02725**

### **LIMEROCK BASE**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

This section shall include all materials, labor, equipment, tools and superintendence necessary to furnish and install compacted limerock base complete in place.

##### **1.02 RELATED SECTION**

- A. Section 02722 - Stabilized Subgrade
- B. Section 02319 - Excavating, Backfilling, and Compacting for Pavement
- C. Section 02742 - Prime and Tack Coat

##### **1.03 REFERENCES**

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. Section - 911 Limerock Material For Base and Stabilized Base

##### **1.04 SITE CONDITIONS**

Site is subject to frequent inundating rains, and may be subject to localized flooding and surface flows. Site is subject to groundwater conditions, which may impede the Work sequence.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS**

In accordance with FDOT Section - 911 Limerock Material For Base and Stabilized Base. Limerock material shall have an average LBR value of not less than 100. The minimum calcium carbonate content shall be 70.

#### **PART 3 - EXECUTION**

##### **3.01 INSTALLATION**

Construct in accordance with FDOT Section - 911 Limerock Material For Base and Stabilized Base.

##### **3.02 MOISTURE CONTENT**

CONTRACTOR shall prepare and bring each layer of fill to (+/-) 3% of optimum moisture. The testing laboratory shall determine soils type and required moisture content. Where

moisture fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas as follows:

PART 1 - High Moisture Content:

Should moisture content exceed established maximum moisture content, CONTRACTOR shall spread, disk, aerate, and / or otherwise cause the moisture content to be reduced to within uniform maximum allowable limits.

PART 2 - Low Moisture Content:

Should moisture content not reach established minimum moisture content, CONTRACTOR shall disk, sprinkler, water, mix, and/or otherwise bring the moisture content to within uniform minimum allowable limits.

**3.03 COMPACTION**

CONTRACTOR shall compact and/or otherwise manipulate each layer of fill using a vibratory compactor such that a uniform compaction of not less than 98% of maximum dry density, per AASHTO T-180 (Modified Proctor).

Where compaction fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas.

**3.04 FIELD QUALITY CONTROL**

Provide passing density / moisture tests in accordance with the Contract Documents.

**END OF SECTION**

## **SECTION 02742**

### **PRIME AND TACK COATS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

This section shall include all materials, labor, equipment, tools and superintendence necessary to furnish and install the application of bituminous material on previously prepared base.

##### **1.02 RELATED SECTION**

Section 02725 - Limerock Base

##### **1.03 REFERENCE**

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. Section 300 - Prime and Tack Coats For Base Courses

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS**

###### **1. Prime Coat**

Unless otherwise indicated, the material used for the prime coat shall be cutback asphalt, Grade RC-70 or RC-250 and shall conform with the requirements specified in FDOT 300- 2 Materials. Unless otherwise indicated, the use of either RC-70 or RC-250 shall be at the CONTRACTOR's option.

###### **2. Tack Coat**

The material used for the tack coat shall be emulsified asphalt, Grade RS-2 and shall conform with the requirements specified in FDOT 300 -2 Materials.

#### **PART 3 - EXECUTION**

##### **3.01 INSTALLATION**

In accordance with FDOT 300 - Prime and Tack Coats For Base Courses.

Rate of Application:

1. Limerock Base - 0.10 gallons per square yard
2. Tack Coat - 0.08 gallons per square yard.

**END OF SECTION**

## **SECTION 02746**

### **ASPHALTIC CONCRETE**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

All material, labor, equipment, tools, and superintendence necessary to furnish and install asphaltic concrete pavement, complete in place.

##### **1.02 REFERENCES**

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS**

Asphaltic Concrete shall conform to the latest version of the FDOT specifications that include Type S-III and Type S-1 Asphalt Concrete within the FDOT Specifications. The lowest percentage available of the Type S asphalt may be recycled asphalt if it meets the FDOT specifications regarding recycled asphalt. Recycled asphalt must also have uniform consistency meeting typically accepted construction practices to provide typically accepted asphalt appearance. Asphalt installed shall be free and clear of foreign objects and materials.

#### **PART 3 - EXECUTION**

##### **3.01 INSTALLATION**

Construction of Asphaltic Concrete pavements shall conform to FDOT Standard Section 320 Hot Bituminous Mixtures - Plant, Methods and Equipment.

**END OF SECTION**

## **SECTION 02774**

### **PORTLAND CEMENT CONCRETE CURB and GUTTER**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

All materials, labor, equipment, tools and superintendence necessary to furnish and install concrete curbs.

##### **1.02 REFERENCE**

1. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. Section 520 Concrete Gutter, Curb Elements and Traffic Separator.
2. Florida Department of Transportation, Roadway and Traffic Design Standards, Curb and Curbs and Pavement Joints

##### **1.03 SUBMITTAL**

Submit mix design.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIAL**

FDOT Section 520 - Concrete Gutter, Curb Elements and Traffic Separator

#### **PART 3 - EXECUTION**

##### **3.01 INSTALLATION**

1. Typical Section and Layout - City Standard Detail.
2. FDOT Section 520- Concrete Gutter, Curb Elements and Traffic Separator
3. FDOT, Roadway and Traffic Design Standards, Curb and Curbs and Pavement Joints

##### **3.02 REPAIR**

1. Minimum length of curb to be repaired or replaced shall be as directed by ENGINEER.

**END OF SECTION**



## **SECTION 02775**

### **CONCRETE SIDEWALK**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

##### **1.02 WORK INCLUDED**

- A. The work specified in this Section consists of the construction of concrete sidewalk in accordance with these Specifications and in conformity with the lines, grades, dimensions and notes shown on the plans.

##### **1.03 RELATED WORK**

- A. Section 02100 - Clearing and Grubbing.
- B. Section 03010 - Concrete Work.

#### **PART 2 - PRODUCTS**

##### **2.01 CONCRETE**

- A. Concrete shall be Class I Concrete, with a minimum compressive strength of 3,000 psi in accordance with Section 346 and 347, Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

##### **2.02 FORMS**

- A. Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength when staked, to resist the lateral pressure of the concrete without displacement from lines and grade. Forms shall be cleaned each time they are used and shall be oiled prior to placing the concrete.

##### **2.03 SUBGRADE AND GRADING**

- A. Excavation shall be made to the required depth, and the foundation material upon which the sidewalk is to be set shall be compacted to a firm, even surface, true to grade and cross-section, and shall be moist at the time that the concrete is placed.

## **2.04 JOINTS**

- A. Expansion joints between the sidewalk and the curb, and at all other locations indicated on the plans, shall be 1/4-inch wide, formed with a preformed joint filler. Preformed joint filler shall meet the requirements of AASHTO M153 or AASHTO M213.
- B. Contraction joints may be of the open type or may be sawed. Open type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 1/2-inch radius.

If the CONTRACTOR elects to saw the contraction joints, a slot approximately 1/8 inch wide and not less than 1-1/2 inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time:

Contraction joints shall be constructed at not more than 25-foot intervals, and shall be in place within 12 hours after finishing.

## **PART 3 - EXECUTION**

### **3.01 PLACING**

- A. The concrete shall be placed in the forms to the required depth and shall be vibrated and spaded until mortar entirely covers its surface.

### **3.02 FINISHING**

- A. Screeding: The concrete shall be struck-off by means of a wood or metal screed, used perpendicular to the forms, and floated in order to obtain the required grade and remove surplus water and laitance.
- B. Surface requirements: The concrete shall be given a broom finish. The surface variations shall not be more than 1/4 inch under a ten-foot straightedge, nor more than 1/8 inch on a five-foot transverse section. The exposed edge of the slab shall be carefully finished with an edging tool having a radius of 1-1/2 inch.

### **3.03 CURING**

- A. The concrete shall be continuously cured for a period of at least 72 hours. Curing shall be commenced after finishing has been completed and as soon as the concrete has hardened sufficiently, to permit application of the curing material without marring the surface.
- B. Wet burlap, white-pigmented curing compound, waterproof paper or polyethylene sheets may be used for the curing.
- C. CONTRACTOR shall protect against graffiti and other damages to the finish, prior to curing and acceptance.

- D. No sidewalk installed by the CONTRACTOR with visible cracks will be accepted by the OWNER. Cracked sidewalk shall be removed, disposed of and replaced by the CONTRACTOR at no cost to the OWNER. Cracked sidewalk replacement shall consist of a minimum of one flag (5') of sidewalk.

**END OF SECTION**

## **SECTION 02910**

### **SODDING**

#### **PART 1 - GENERAL**

##### **1.00 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

##### **1.01 SCOPE OF WORK**

- A. The work included in this section consists of furnishing all labor, supplies, equipment and materials necessary to complete the installation of sod and associated materials herein after listed and as shown on the plans.

##### **1.02 RELATED WORK**

- A. Section 02100 - Clearing and Grubbing

##### **1.03 QUALITY ASSURANCE**

- A. Sodding work shall be performed by a firm specializing in sodding.
- B. Source Quality Control: Ship sod with certificates of inspection as required by governing authorities. Company with regulations applicable to sod.

Do not make substitutions. If specified sod is not obtainable, submit proof of non-availability to ENGINEER, together with proposal for use of equivalent material.

- C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

##### **1.04 SUBMITTALS**

- A. Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Plant and Material Certifications:
  - 1. Certificate of inspection as required by governmental authorities
  - 2. Manufacturer's or vendor's certified analysis for soil amendments or fertilizer materials.

## **1.05 DELIVERY, STORAGE AND HANDLING**

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying.
- C. Transporting:
  - 1. Sod transported to the project in open vehicles shall be covered with tarpaulin or other suitable covers securely fastened to the body of the vehicle to prevent injury to the sod material. Closed vehicles shall be adequately ventilated to prevent overheating of the sod. Evidence of inadequate protection against drying out in transit shall be cause for rejection.
  - 2. Sod shall be kept moist, fresh and protected at all times. Such protection shall encompass the entire period during which the sod is in transit, being handled, or in temporary storage.
  - 3. Upon arrival at the temporary storage location or the site of work, sod shall be inspected for proper shipping procedures. Should the roots be dried out, the ENGINEER will reject the sod. When sod has been rejected, the CONTRACTOR shall remove it at once from the area of the work and replace it.
  - 4. Unless otherwise authorized by the ENGINEER, the CONTRACTOR shall notify the ENGINEER at least 48 hours in advance of the anticipated delivery date of sod material. A legible copy of the invoice, showing species and variety of sod included for each shipment shall be submitted to ENGINEER. Certificate of Inspection must accompany each sod shipment.
  - 5. Sod shall not be installed until it has been inspected by ENGINEER. When sod has been rejected, the CONTRACTOR shall remove it at once from the area of the work and replace it.

## **1.06 JOB CONDITIONS**

- A. Begin installation of sod after preceding related work is accepted.
- B. Environmental Requirements:
  - 1. Install sod during months acceptable to ENGINEER.
  - 2. Do not install sod on saturated soil.
- C. Protection: Erect signs and barriers to control vehicular traffic.

- D. Utilities: Determine location of underground utilities and perform work in a manner, which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

#### **1.07 SEQUENCING AND SCHEDULING**

- A. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- B. Coordination with sodding: Plant trees, palms and shrubs after final grades are established and prior to planting of sod, unless otherwise acceptable to ENGINEER. If planting of trees, palms and shrubs occurs after sod work, protect sod areas and promptly repair damage to lawns resulting from planting operations.

#### **1.08 SPECIAL PROJECT WARRANTY**

- A. Warranty sod through specified lawn maintenance period, and until final acceptance.
- B. Lawn maintenance period shall extend up to 30 days after final acceptance by ENGINEER. Lawn maintenance shall include initial fertilization, watering and mowing, as required.

### **PART 2 - PRODUCTS**

#### **2.01 PLANTING SOIL**

- A. Provide new planting soil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
- B. Obtain planting soil from local sources or from areas having similar soil characteristics to that found at project site.
- C. Refer to Section 02284 for topsoil specifications

#### **2.02 COMMERCIAL FERTILIZER**

- A. For sod, provide fertilizer with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4 percent phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to sod during initial period of growth; at least 50 percent of nitrogen to be organic form.

#### **2.03 SOD**

- A. Provide strongly rooted sod, not less than 2 years old, free of weeds and undesirable native grasses, and machine cut to pad thickness of 1-1/2 inch (plus or minus 1/4 inch), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant).

- B. Provide sod uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.
- C. Provide sod composed of the following:
  - 1. Sod variety shall be as indicated on the contract drawings.
- D. Sod shall be nursery grown on cultivated mineral agricultural soils and must be weed free on delivery. Sod shall have been mowed regularly and carefully maintained from planting to harvest.
- E. American Sod Producers Association (ASPA) Grade: Nursery Grown or Approved. Field grown sod is not acceptable.
- F. Furnished in pads for St. Augustine:
  - 1. Size:
    - a. Length: 24 inches plus or minus 5%.
    - b. Width: 18 inches plus or minus 5%
    - c. Thickness: 1-1/2 inches excluding top growth and thatch.
  - 2. Not stretched, broken or torn.
- G. Uniformly mowed height when harvested: 2 inches.
- H. Thatch: Maximum 1/2 inch uncompressed.
- I. Inspected and found free of disease, nematodes, pests, and pest larvae, by entomologist of State Department of Agriculture.
- J. Weeds:
  - 1. Free of Bermuda grass, nut grass or other objectionable weeds.
- K. Uniform in color, leaf texture, and density.

#### **2.04 WATER**

- A. Water shall be from municipal water supplies or from the irrigation system water source.

#### **2.05 FERTILIZER**

- A. FS O-F-241c(1), Grade A or B.
- B. The chemical designation shall be 1-8-8, with at least 50 percent of the nitrogen from a non-water-soluble organic source.

## **2.06 HERBICIDES**

- A. As recommended by the State Department of Agriculture.

## **2.07 STAKES**

- A. Softwood, 3/4-inch diameter, 8-inch length if required.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION OF GROUND SURFACE**

- A. Before mixing, clean planting soil of roots, plants, sods, stones, clay lumps, and other extraneous material harmful or toxic to plant growth.
- B. Mix specified fertilizers with planting soil as necessary at rates specified. Delay mixing fertilizer if planting will not allow placing of planting soil within a few days.
- C. For sod, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

### **3.02 PREPARATION OF PLANTING BEDS**

- A. Loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1 1/2 inches in any dimension. Remove sticks, stones, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
- B. Spread planting soil to minimum depth of 2" or as required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add specified fertilizer and mix thoroughly into upper 4 inches of topsoil.
- C. Place approximately 1/2 of total amount of top soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments and mix thoroughly into upper 4 inches.
- D. Where sod is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6 inches. Apply fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
- E. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of OWNER's property. Do not turn existing vegetation over into soil being prepared for lawns.
- F. Allow for sod thickness in areas to be sodded.
- G. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within



a few days. For Bermuda sodded areas, amend the soil with a starter fertilizer such as Scotts 19-25-5 or 16-25-12 prior to sodding.

- H. Fine grade sod areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading. For Bermuda sodded areas, final grade to be established by 'Laser Grading Process' and maintained throughout sod installation.
- I. Moisten prepared sod areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting lawns. Do not create a muddy soil condition.
- J. Restore sod areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.
- K. All ruts, depressions, undulations and mounds must be brought to grade before sodding areas.

### **3.03 SODDING NEW LAWNS**

- A. Lay sod within 24 hours from time of stripping.
- B. Installation must be even and consistent with the grade.
- C. Lay sod to form solid mass with tightly fitted joints. All seams to be tightly installed with no overlapping or gapping. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Moisten and tamp or roll lightly to ensure contact with subgrade. Rolling to occur diagonally in two directions. More rolling may be required to maintain the final laser grades. Top dress seams with backfill sand and work into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
- D. Anchor sod on slopes with wood pegs to prevent slippage.
- E. Water sod thoroughly with a fine spray immediately after planting and continue to irrigate consistent with accepted horticultural practices for new turf installation.

### **3.04 MAINTENANCE**

- A. Begin maintenance immediately after planting.
- B. Maintain lawns for not less than 30 days after substantial completion, and longer as required to establish an acceptable lawn.
- C. Maintain sod by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

D. Mowing:

Maintenance schedule for newly installed St. Augustine sod:

- Whenever grass reaches a height of 3 inches, it shall be cut back to 2" with all clippings removed.
- After two mowings, CONTRACTOR shall topdress the sod with an application of fertilizer at the rate of 1 pound of actual nitrogen per 1,000 square feet.

E. Fertilizer and insecticide:

- First week: After the sod has been installed and rolled, the first application of Scotts 16-25-12 Starter fertilizer should be applied at the rate of four bags per acre. This is to provide 0.64 Lbs. of N/M and 1.0 Lbs. of P205.
- Second week: Apply Scotts insecticide III at the rate of two bags per acre.
- Third week: Apply Scotts 19-3-19 fertilizer with minors at the rate of four bags per acre.
- Fifth week: Apply Scotts 16-25-12 starter fertilizer at the same rate as that which is specified in the first week.

F. Any Herbicide treatments should not be applied until the end of the fourth or fifth week after the turf has become established.

G. During the grow in period, the turf must be inspected for verman such as sod web worms, army worms, mole crickets, nematodes and all other pests relative to turf grass. If an infestation is discovered, the turf must be sprayed with an appropriate insecticide immediately.

H. Any pathogens, including fungi and bacteria, are to be addressed immediately with an appropriate fungicide.

I. All weeds must be addressed via manual removal during the grow-in process or until the new turf becomes established.

### **3.05 CLEANUP AND PROTECTION**

A. During sodding work, keep pavements clean and work area in an orderly condition.

B. Protect sodding work and materials from damage due to landscape operations, operations by other CONTRACTORS and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged sod work as directed.

### **3.06 INSPECTION AND ACCEPTANCE**

A. Sod areas will be accepted when in compliance with all the following conditions:

1. The roots are thoroughly attached to the soil.

2. Absence of visible joints.
  3. All areas show a uniform stand of specified grass in healthy condition.
  4. At least 60 days have elapsed since the completion of the work in this section.
- B. When inspected sod work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by ENGINEER and found to be acceptable. Remove rejected plants and materials promptly from project site.
- C. Procedure:
1. The CONTRACTOR shall submit a request for acceptance in writing to the ENGINEER. Request must be received not less than 10 days before the anticipated date for final inspection.
  2. Upon completion of all repairs and/or renewals required by ENGINEER at the inspection, the ENGINEER will verify the completeness of the work and then notify the OWNER in writing that the work is accepted.
  3. Upon completeness, the OWNER will assume maintenance of all sod areas.

**END OF SECTION**

**SECTION 03010**  
**CONCRETE WORK**

**PART 1 - GENERAL**

**1.00 RELATED DOCUMENTS**

General and Supplementary Conditions apply to the work specified in this Section.

**1.01 THIS WORK INCLUDES**

Concrete work as shown on the plans.

**1.02 QUALITY ASSURANCE**

A. Codes and Standards - Latest Editions

Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:

- 1) ACI 301 "Specifications for Structural Concrete for Buildings."
- 2) ACI 311 "Recommended Practice for Concrete Inspection."
- 3) ACI 318 "Building Code Requirements for Reinforced Concrete."
- 4) ACI 347 "Recommended Practice for Concrete Formwork."
- 5) ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."
- 6) Concrete Reinforcing Steel Institute, "Manual of Standard Practice."
- 7) ACI 302 "Guide for Concrete Floor & Slab Construction".
- 8) ACI 305 "Hot Weather Concreting".
- 9) ACI 211-1 "Selecting Proportions for Normal Weight Concrete".
- 10) ACI 305 "Hot Weather Concreting".
- 11) ACI 308 "Curing Concrete".

ATSM Standards

1. ASTM C31 Making and Curing Concrete Test Specimens in the Field.
2. ASTM C33 Concrete Aggregates.

3. ASTM C39 Compressive Strength of Cylindrical Concrete Specimens.
4. ASTM C94 Ready-Mixed Concrete.
5. ASTM C150 Portland Cement.
6. ASTM C172 Sampling Freshly Mixed Concrete.
7. ASTM C260 Air-Entraining Admixtures for Concrete.
8. ASTM C309 Liquid Membrane-Forming Compound for Curing Concrete Type 1 or 1D Class A.
9. ASTM C823 Examination and Sampling of Hardened Concrete in Constructions.
10. ASTM C1046 Measuring Temperature of Freshly Mixed Concrete.
11. ASTM D448 Standard Sizes of Coarse Aggregate for Highway Construction.
12. ASTM E329 Inspection and Testing Agencies for Concrete Steel, and Bituminous Materials As Used in Construction.
13. ASTM C-618 "Chemical Admixtures for Concrete".
14. ASTM C-494 "FLYASH and Raw or Calcined natural Pozzolans for use as a mineral admixture in Portland Cement Concrete".

Florida Department of Transportation Standard Specifications, latest edition, Section 520, 522 and 524.

B. Workmanship

The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes.

C. Laboratory Test Reports; Concrete Work

Submit two (2) copies of laboratory test reports for concrete materials and mix design test as specified.

## **PART 2 - PRODUCTS**

### **2.00 FORM MATERIALS**

A. Forms for Exposed Finish Concrete

Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form

material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

B. Forms for Unexposed Finish Concrete

Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings

Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

D. Form Ties

- 1) Provide factory-fabricated, adjustable-length, removable or snap off metal form ties, designed to prevent form deflection and to prevent spilling of concrete surfaces upon removal.
- 2) Unless otherwise shown, install ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete.
- 3) Unless otherwise shown, provide form ties which will not leave holes larger than 1" diameter in concrete surface.

E. Inserts

- 1) Provide metal inserts for anchorage of materials to concrete construction, not supplied by other trades and as required for the work.
- 2) Adjustable wedge inserts of malleable cast iron shall be complete with bolts, nuts and washers; 3/4" bolt size unless otherwise indicated.
- 3) Threaded inserts of malleable cast iron shall be furnished complete with full-depth bolts; 3/4" bolt size, unless otherwise indicated.

## 2.01 REINFORCING MATERIALS

A. Reinforcing Bar

- 1) ASTM A 615, Grade 60 deformed. Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI "Manual of Standard Practice." In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material. Reinforcement with any of the following defects will not be permitted in the work:
  - a) Bar lengths, depths and bends exceeding CRSI fabricating tolerances.

- b) Bends or kinks not indicated on drawings or final shop drawings.
  - c) Bars with reduced cross section due to excessive rusting or other cause.
- B. Supports for Reinforcement
- 1) Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type support complying with CRSI recommendations, unless otherwise indicated. Wood, brick and other devices will not be acceptable.
  - 2) For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

## **2.02 CONCRETE MATERIALS**

- A. Portland Cement
- 1) ASTM C 150, Type 1 or Type II, unless otherwise acceptable to Project Engineer.
  - 2) Use only one brand of cement throughout the project, unless otherwise acceptable to Project Engineer.
- B. Normal Weight Aggregates
- 1) ASTM C 33, and as herein specified. Provide aggregates from a single source for all exposed concrete.
- C. Water
- 1) Clean, fresh, potable.
- D. Admixtures
- 1) All admixtures shall be reported with proportions of mix per manufacturer's specification.
  - 2) HRWR (Superplasticizer): ASTM C-494 Type F/G.
  - 3) Air-Entraining Admixture: ASTM C 260.
  - 4) Water-Reducing and Retarding Admixture: ASTM C 494, Type A, B or D.
  - 5) Calcium chloride will not be permitted in concrete.
- E. FLYASH ASTM C-618 Class F ( 25% Mx. cement replacement).

## 2.03 RELATED MATERIALS

### A. Moisture-Retaining Cover

- 1) One of the following, complying with ASTM C 171.
  - a) Waterproof paper.
  - b) Polyethylene film.
  - c) Polyethylene-coated burlap.

### B. Curing Compounds

- 1) After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.
- 2) Do not leave concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

## 2.04 PROPORTIONING AND DESIGN OF MIXES

### A. Normal Weight Concrete

- 1) Prepare design mix for type and strength of concrete in accordance with applicable provisions of ACI 221.1 and ACI 318, Chapter 4.
- 2) Recommended design mixes to provide normal weight with the following properties, as indicated on drawing and schedules:

### B. Adjustment to Concrete Mixes

- 1) Mix design adjustments may be requested by the Contractor when characteristics of materials, use of admixtures, job conditions, method of placement, weather, test results, or other circumstances warrant, at no additional cost to the Owner and as approved by the Project Engineer. Laboratory test data for revised mix design and strength results must be submitted to and approved by the Project Engineer before using in the work.

### C. Slump Limits

Proportion and design mixes to result in concrete slump at the point of placement as follows:

	<b>Maximum</b>	<b>Minimum</b>
Mass Concrete	3	1
Plain Concrete	4	2



Reinforcement Concrete	5	3
Concrete with HRWR	8	5

## 2.05 CONCRETE MIXING

- A. Ready-Mix Concrete
  - 1) Comply with the requirements of ASTM C-94, and as specified.
  - 2) During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C-94 may be required.
    - a) When the air temperature is between 85° F and 90° F, reduce the mixing and delivery time to 75 minutes, and when the air temperature is above 90° F, reduce the mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.00 FORMS

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Construct forms complying with ACI 347. Provide for openings, offsets, sinkages, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joint to prevent leakage of cement paste.
- C. Form Ties
  - 1) Factory fabricated, adjustable length, removable or snap-off metal form ties, designed to prevent form deflection, and to prevent spilling concrete surfaces upon removal.
  - 2) Unless otherwise shown, provide ties so portion remaining within concrete removal is at least 1-1/2" inside concrete.
  - 3) Unless otherwise shown, provide form ties, which will not leave holes larger than 1" diameter in concrete surface.
- D. Provisions for Other Trades
  - 1) Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings from trades providing such items. Accurately place and securely support items built into forms.

- E. Cleaning and Tightening
  - 1) Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms after concrete placement if required to eliminate mortar leaks.
  
- F. Edge Forms and Screed Strips for Slabs
  - 1) Set edge forms for bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds.
  
- G. Preparation of Form Surfaces
  - 1) Coat the contact surface for forms with a form-coating compound before reinforcement is placed.
  - 2) Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
  - 3) Coat steel forms with non-staining, rust preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

### **3.01 PLACING REINFORCEMENT**

- A. General - Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacing, and hangers, as required.
- D. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete, not toward exposed concrete surfaces.
- E. Do not place reinforcing bars more than 3" beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

- F. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- G. Splice reinforcement by lapping ends, placing bars in contact, and tightly wire tying. Comply with requirements of ACI 318 for minimum laps of spliced bars.

### **3.02 JOINTS**

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete.
- B. Contraction Joints: Provide contraction joints, sectioning concrete into areas as shown on drawings. Construct contraction joints for a depth equal to at least 1/4 concrete thickness, as follows:

Sawed Joints: Form weakened-plan joints using powered saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded or otherwise damaged by cutting action.

- C. Construction Joints:
  - 1) Place construction joints at the end of pours and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such pours terminate at expansion joints.
  - 2) Locate and install construction joints, as indicated on the drawings so as not to impair the strength and appearance of the structure, as acceptable to the Project Engineer.
  - 3) Provide keyways, at least 1 1/2" deep in construction joints in walls, slabs and between walls and footing.

### **3.03 EMBEDDED ITEMS**

General:

Set and build into the work, anchorage devices and other embedded items required for other work that is attached or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto. All hardware used to attach or embed devices into concrete is to be stainless steel.

### **3.04 CONCRETE PLACEMENT**

- A. General:
  - 1) Place concrete in compliance with the practice and recommendations of ACI 304, and as herein specified. No water shall be added to the concrete after initial mixing, unless approved by Project Engineer's jobsite representative.

- 2) Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness with the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.
- 3) Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
- 4) Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete and dispose of at approved off-site location.

B. Placing Concrete Slabs:

- 1) Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.
- 2) Bring slab surface to the correct level with a straight-edge and strike-off. Use bull floats or other acceptable methods to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
- 3) Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners. Maintain reinforcing in the proper position during concrete placement operations.

C. Hot Weather Placing:

- 1) When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
- 2) Cool ingredients before mixing to maintain concrete temperature at time of placement below 95° to 100° F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature, provided the water equivalent of the ice is calculated to the total amount of mixing.
- 3) Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
- 4) Wet forms thoroughly before placing concrete.

D. Bonding:

- 1) Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of concrete bonding agent, and clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces a manner to expose bonded aggregate uniformly and to not leave laitance, loose particle of aggregate, or damaged concrete at the surface.
- 2) Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:
  - a) At joints between walls or columns and beams or slabs they support, and elsewhere unless otherwise specified herein, dampen, but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete.

### **3.05 FINISH OF FORMED SURFACES**

Rough Form Finish:

For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having the texture imparted by the form facing material used with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

### **3.06 CURING AND PROTECTION**

A. General:

Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening. Start curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 72 hours. Continue curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of curing period.

B. Curing Method:

- 1) After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.
- 2) Do not leave concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

### **3.07 REMOVAL OF FORMS**

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work may be removed after cumulatively curing at not less than 50°F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

### **3.08 MISCELLANEOUS CONCRETE ITEMS**

- A. Filling In:
  - 1) Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs:
  - 1) Provide monolithic finish to interior curbs by stripping form while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.

### **3.09 CONCRETE SURFACE REPAIRS**

- A. Patching Defective Areas:
  - 1) Repair and patch defective areas with cement mortar immediately after removal of forms, as specified herein.
  - 2) Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete, but in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar or proprietary patching compound, thoroughly clean, dampen with water and brush-coat the area to be patched with neat cement grout, or proprietary bonding agent.
- B. Repair of Formed Surfaces:
  - 1) Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Project Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning.
  - 2) Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
  - 3) Repair concealed formed surfaces, where possible, that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete.

C. Repair of Unformed Surfaces:

- 1) Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope.
- 2) Repair finished unformed surfaces that contain defects which adversely affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spilling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
- 3) Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
- 4) Correct low areas in unformed surfaces during or immediately after completion or surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Project Engineer.
- 5) Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cur-out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and brush with neat cement grout coating or concrete bonding agent. Mix dry-pack, consisting of one part portland cement to 2 1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
- 6) Use epoxy-based mortar for structural repairs, where directed by Project Engineer.
- 7) Repair methods not specified above may be used, subject to acceptance by the Project Engineer.

### 3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. General:

- 1) The Contractor shall submit the name of the testing laboratory they propose to use to the Project Engineer for approval at least ten days before testing on material starts.
- 2) Sampling and testing for quality control during the placement of concrete shall include the following:

- a) Slump: ASTM C 143; One test each 50 yards or when an apparent change in consistency is observed.
- b) Air Content: ASTM C 231 pressure for normal weight concrete; one for each set of compressive strength test specimens.
- c) Concrete Temperature: Test hourly when air temperature is 40°F and below or 80°F and above, and each time a set of compressive test specimens are made.
- d) Compressive Tests Specimen: ASTM C 31; one set of five (5) standard cylinders for each compressive strength test.
- e) Compressive Test Specimen: ASTM C 39; one set each 50 cy.yd. or fraction thereof, of each concrete class placed in any one day or for each 1,000 sq.ft. of surface area placed; 1 specimen tested at 3 days; 1 specimen tested at 7 days, 3 specimens tested at 28 days, and one specimen retained in reserve for later testing, if required.
- f) Test results will be reported in writing to the Project Engineer, Ready-Mix supplier, and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for 3-day test, 7-day tests, and 28-day tests.
- g) Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strength and other characteristics have not been attained in the structure, as directed by the Project Engineer. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.
- h) Defective Work: Concrete work which does not conform to the specified requirements, including strength, tolerances and finishes, shall be corrected at the Contractor's expense, without extension of time therefore. The Contractor shall be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

**END OF SECTION**



## **SECTION 03400**

### **PRE-CAST CONCRETE**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE**

The Work consists of performing all precast and prestressed concrete work and related items as indicated on drawings and specified in this section.

##### **1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

A. Section 03010 - Concrete Work

##### **1.03 REFERENCED SPECIFICATIONS**

Florida Department of Transportation "Standard Specifications for "Road and Bridge Construction" Sections 346, 400, 413, and 415, Latest Edition.

##### **1.04 WORK INCLUDED**

- A. The work shall be to construct precast and prestressed structures and other items as detailed on drawings or as approved by shop drawings.
- B. Records: The Contractor shall record on the drawings in color code, the time, date and location of all precast and prestressed concrete items installed. These drawings shall be kept on file at the project and be subject to inspection by the Project Engineer.

##### **1.05 CODES**

American Concrete Institute and Prestressed Concrete Institute Code.

##### **1.06 NOTICE**

The Project Engineer shall be given 24 hours advance notice of installation of all precast and prestressed concrete elements and no elements shall be installed without approval of the Project Engineer.

##### **1.07 SUBMITTALS**

See Section 03010.

##### **1.08 QUALITY ASSURANCE**

Acceptable Manufacturers: Minimum of three years experience in precast and prestressed structure work of quality and scope required on this project.

## **PART 2 - PRODUCTS**

### **2.01 PORTLAND CEMENT**

ASTM C-150 - Type 1 Portland Cement shall be used in all precast and prestressed concrete items, unless otherwise specified on plans.

### **2.02 FINE AGGREGATE SAND**

See Section 03010.

### **2.03 COARSE AGGREGATE**

See Section 03010.

### **2.04 MIXING WATER**

See Section 03010.

### **2.05 MIXING PROPORTIONING**

- A. Precast: To be Class IV in accordance with Section 345 of the referenced specifications and produce 28 day compressive strength of moisture cured laboratory samples 3400 p.s.i. minimum.
- B. Minimum cement content: 564 lbs./cubic yard.

### **2.06 MIXES**

- A. Equivalent to ASTM C-94-72.
- B. Mix concrete only in quantities for immediate use.
- C. Do not retemper or use set concrete.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. Placing Concrete
  - 1. Convey concrete from mixer to final position by method which will prevent separation or loss of materials.
  - 2. Deposit concrete in continuous operation until section is completed.
  - 3. Regulate rate of placement so concrete remains plastic and flows into position.

4. All other items of handling and placing concrete shall be in accordance with ACI 318-83.

B. Consolidating Concrete

1. Use mechanical vibrating equipment for consolidation. No placement of concrete will be allowed to commence unless the Contractor has a minimum of two operable vibrators on the job.
2. Vertically insert and remove hand-held vibrators at points 18 inches to 30 inches apart.
3. Do not use vibrators to transport concrete in forms.
4. Vibrators shall be 2 1/4" to 2 5/8" in diameter, and shall have a minimum frequency of 10, 000 impulses/minute.
5. Vibrate concrete minimum amount required for consolidation.

C. Construction Joints

Construction joints and/or expansion joints not shown on the plans will be made only with the approval of the Project Engineer.

D. Finishing

1. Tops of forms:
  - a. Strike concrete smooth at tops of forms.
  - b. Float to texture comparable to formed surfaces.
  - c. Steel trowel to seal.
2. Formed surfaces:
  - a. As-cast finish.
  - b. Patch the holes and defects after form removal.
  - c. Remove fins from surfaces.

E. Curing

1. Keep concrete moist by keeping surfaces continually dampened, continuing for minimum of 72 hours, or
2. Apply an approved (white pigmented) membrane curing compound AASHTO M 148 Type 2.

F. Tolerances

1. Overall dimensions of members = 1/4" per 10 feet with  $\pm 1$ " maximum after completion of erection.

2. Cross Section Dimensions

- a. Sections less than 3 inches = +3/8", -1/8".
- b. Sections over 3 inches and less than 18 inches = +1/2", -1/4"
- c. Sections over 18 inches = +3/4", -1/2".

**3.02 PROTECTION OF COMPLETED WORK**

During curing period, protect concrete from damaging mechanical disturbances, water flow, loading, shock and vibration.

**3.03 INSPECTION AND TESTING**

- A. Fabricators Tests: The fabricator shall take a minimum of five concrete compression cylinders for each days concrete placing of each type of product covered by this division and for every 50 cubic yards of concrete placed each day. The five test cylinders shall be cured with the project. Two shall be used to determine if the proper release strength has been achieved. Two cylinders shall then be water cured for twenty-eight days and tested. Three copies of the test reports shall be furnished to the Project Engineer. Regular moisture and grading determinations shall be made on materials and the concrete mix adjusted accordingly.
- B. Fabricators Inspections: The fabricator shall inspect initial prestress forces and maintain a check on the manufacturing process in accordance with standards referenced in this section.

Three copies of mix reports on cement, reinforcing steel and strand steel, concrete design, and aggregate gradation shall be furnished to the Project Engineer prior to fabrication of the units.

If so directed by the Owner, the Project Engineer will employ the services of an independent testing laboratory to conduct additional testing. The cost of this testing will be paid by the Owner.

Project Engineer and their authorized representatives shall be allowed access to the casting yard at any time to inspect the fabrication of units for this project.

**END OF SECTION**

# APPENDIX F

# CITY OF GREENACRES

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## Post Award Forms

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# PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

\_\_\_\_\_  
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

Attest:

\_\_\_\_\_  
Signature and Title:

## EJCDC No. C-610 (2002 Edition)

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

**11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.**

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)

## PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

### CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
Signature and Corporate Seal (Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,  
if required.)

Attest: \_\_\_\_\_

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
Signature and Corporate Seal (Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

**EJC DC No. C-615 (2002 Edition)**

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



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
- 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.**
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker:  
Owner's Representative (engineer or other party):**

**SCHEDULE OF VALUES AND WORK COMPLETED**

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**PROJECT TITLE:** GLADIATOR LAKE DRAINAGE ENHANCEMENTS

**CONTRACTOR:** \_\_\_\_\_

**CITY'S BID NO.:** \_\_\_\_\_ **FOR PERIOD ENDING:** \_\_\_\_\_

**TO ACCOMPANY APPLICATION NO.:** \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	THIS PERIOD QTY.	THIS PERIOD AMT.	TO DATE QTY.	TO DATE AMT.
						\$		\$

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**NOTE:** CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.

**NOTE:** CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.

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**TOTAL WORK TO DATE:**    \$ \_\_\_\_\_

**APPLICATION FOR PAYMENT**

NO. \_\_\_\_\_

**PROJECT NAME: GLADIATOR LAKE DRAINAGE ENHANCEMENTS**  
**BID NUMBER: 24-020**

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

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

Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Total Work to Date (see attached schedule)	\$ _____
Retainage (10%)	\$ _____
Amount Due to Date (total work to date less Retainage)	\$ _____
Previous Payment (s)	\$ _____
Amount Due this Application (amount to date less previous payment)	\$ _____

The undersigned contractor hereby swears under penalty of perjury that; (1) all previous progress payments received from the City on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being applications for payment number 1 through , inclusive; and (2) title to all work, materials and equipment covered by this application for payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the contractor, free and clear of all liens, claims, security interests or encumbrances.

DATED \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

COUNTY OF PALM BEACH        )  
STATE OF FLORIDA            ) SS

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

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, who being duly sworn, did depose and say that he is \_\_\_\_\_ of the contractor mentioned above, that he executed the above application for payment and statement on behalf of said contractor; and, that all of the statements contained therein are true, correct and complete.

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Signature of Notary

In accordance with above Contract, the undersigned recommends payment to the Contractor for the Amount Due as shown.

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

DATE \_\_\_\_\_, 20\_\_.

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

**CONTRACTOR'S AFFIDAVIT TO CITY**

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

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

1. He/She is (They are) a (**Corporation, Partnership or Individual**) of \_\_\_\_\_, doing business as \_\_\_\_\_, hereinafter called "Contractor".
2. Contractor heretofore entered into a contract with \_\_\_\_\_ hereinafter called "City" to do work (furnish material, labor and services) for the construction of \_\_\_\_\_ located at \_\_\_\_\_ County, Florida.
3. Contractor has fully completed construction in accordance with the terms of the contract, and all lienors have been paid in full, except:
 

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE AND UNPAID</u>
	\$
4. All workmen's compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.
5. Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the City of any and all claims of the Contractor against the City arising out of, connected with or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.
6. The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the City referred to in paragraph two of this affidavit.
7. This affidavit is given pursuant to the provisions of Section 713.06, Florida Statutes.

Signed and sealed in the presence of:

\_\_\_\_\_  
ATTEST  
SEAL

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_  
SEAL

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary Seal

Commission No. \_\_\_\_\_

**CITY OF GREENACRES**

**FINAL RELEASE**

**KNOWN ALL MEN BY THESE PRESENTS**, that the undersigned, for and in consideration of the payment of the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), paid by the City of Greenacres, Florida, receipt of which is hereby acknowledged as total payment for the Contract described below, simultaneously with the execution of this Release of Lien, hereby releases and quit claims to the City of Greenacres, Florida, all liens, lien rights, claims or demand of any kind whatsoever, which the undersigned now has or might have against the property, building and other improvements on the premises commonly known and described as \_\_\_\_\_, Greenacres, Florida, on account of labor performed and/or material furnished for construction, or in otherwise improving said property situated as above described.

The undersigned waives all claims, disputes and other matters arising out of, or relating to, the Contract which have not been raised by way of written demand prior to this date and are not either in arbitration or court litigation, as the case may be, pursuant to the Contract Documents.

The undersigned further covenants that all subcontractors, suppliers and materialmen and any or all other persons supplying service or labor have been paid in full for all work under this Contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract respecting the guaranty against defective work for the term provided in the Contract Documents, which term shall begin to run from the date specified in the Contract Documents.

I HEREBY ACKNOWLEDGE that the statements contained in the foregoing Release are true and correct.

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

\_\_\_\_\_  
Attest

\_\_\_\_\_

\_\_\_\_\_  
Attest

BY:

\_\_\_\_\_

\_\_\_\_\_  
Title

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

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary Seal

Commission No. \_\_\_\_\_

**WARRANTY OF TITLE**

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

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

He/She is \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Title  
Firm

\_\_\_\_\_  
Name of Corporation or

a \_\_\_\_\_ corporation which is named in Construction Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between said corporation as the CONTRACTOR and the \_\_\_\_\_, Florida as the OWNER, for the construction of \_\_\_\_\_, and Affiant is authorized to make this Affidavit as, or in behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Periodical Estimate for payment dated \_\_\_\_\_, 20\_\_\_\_\_, passes to the City at the time of payment free and clear of all liens, and all laborers, materialman and subcontractors have been paid for performing or furnishing the work, labor or materials upon said Contract work covered by the aforesaid Periodical Estimate of Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

\_\_\_\_\_  
Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Signature of Notary

Commission No. \_\_\_\_\_