Bid PNC2118806C1

# Solicitation PNC2118806C1

# **Central Broward Regional Park Additional Parking**

**Bid Designation: Public** 



**Broward County Board of County Commissioners** 

Bid PNC2118806C1

#### **Questions and Answers:**

The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync. Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document.

In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

#### Added on Aug 22, 2019:

#### Addendum No.1:

Special Instructions, Section E., License Requirements, is revised as follows:

STATE:

CERTIFIED GENERAL CONTRACTOR;

OR

BROWARD COUNTY: GENERAL BUILDING CONTRACTOR

Class A Unlimited General Contractor

(Must be registered with the State)

OF

GENERAL BUILDING CONTRACTOR

Class B Unlimited General Contractor

(Must be registered with the State)

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Specialty Engineered Construction Category 3B

(Must be registered with the State)

The below document has been ADDED:

- Bid Bond, Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements.

#### Added on Aug 28, 2019:

#### Addendum No. 2:

Sheet DM-3 of Document, PNC2118806C1 Central Broward Regional Park Additional Parking, Drawings CBRP has been revised by Addendum No. 2 Sheet DM-3.

#### Added on Aug 30, 2019:

#### Addendum No.3:

Bid Opening date has been extended to September 11, 2019 at 2:00pm.

## Addendum # 1

New Documents	Bid Guaranty Performance and Payment Guaranties and Qualifications of Surety Req		
Previous End Date	Aug 28, 2019 2:00:00 PM EDT	New End Date	Sep 4, 2019 2:00:00 PM EDT
Previous Q & A End Date	Aug 21, 2019 5:00:00 PM EDT	New Q & A End Date	Aug 28, 2019 5:00:00 PM EDT

#### Addendum # 2

1	New Documents	Addendum No. 2 Sheet DM-3.pdf	l
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Bid PNC2118806C1

Unit Price

Delivery Location

**Broward County Board of County Commissioners** 

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 1

Description

Refer to Section 01 22 00 for more detail

Item

PNC2118806C1--01-05 - PAVEMENT(LUMP SUM)

Quantity

1 lump sum

Unit Price

L.....

**Delivery Location** 

**Broward County Board of County Commissioners** 

Refer to Specifications and Requirements

N/A

N/A FL 33301

Qty 1

Description

Refer to Section 01 22 00 for more detail

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# SPECIAL INSTRUCTIONS FOR VENDORS (CONSTRUCTION PROJECT)

#### A. Scope of Work

The Work set forth within this solicitation document includes the furnishing of all labor, materials, equipment, services and incidentals for the permitting and construction of: The new additional parking at the park as detailed throughout the Contract Documents, as well as those required to meet specified codes, references, and standards.

- B. Inspecting and Obtaining Contract Documents:
   The Contract Documents are available electronically for download through BidSync (free ocharge).
- C. Office of Economic and Small Business Development (OESBD) Requirements:
  This solicitation has the following County Business Enterprise Goals: 35 % CBE Goals. Vendors must follow the instructions included in the Office of Economic and Small Business Development Requirements: CBE Goal Participation and submit all required forms and information as instructed.
- D. Federal Transit Administration Requirements: Not applicable to this solicitation.
- E. License Requirements:

Vendor should submit proof of licensing with its submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

In order to be considered a responsible and responsive Vendor for the scope of work set forth in these Contract Documents, a Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

STATE:

**CERTIFIED GENERAL CONTRACTOR** 

**OR** 

**COUNTY:** 

GENERAL BUILDING CONTRACTOR Class A Unlimited General Contractor (Must be registered with the State)

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

Special Exception from the above requirements for a Non-Florida Domiciled Contractor bids for construction, improvement, remodeling, or repair of County buildings only (if applicable): If Vendor is a Non-Florida Domiciled Contractor, Vendor may, in lieu of complying with requirements set forth above, submit evidence to County, within three business days of request, of having applied for a Limited Non-Renewable Registration from the Department of Business and

- c. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.
- d. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.
- e. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

#### J. Bid Bond:

A Vendor must submit with its response a bid bond in the form of the County's approved <u>Bid Bond Form</u>, including all substantive terms set forth therein, which shall be executed by a surety company meeting the Qualification of Surety, Article 5 of the Contract. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved Bid Bond Form may be found at: <a href="http://www.broward.org/Purchasing/Pages/StandardTerms.copy%281%29.aspx">http://www.broward.org/Purchasing/Pages/StandardTerms.copy%281%29.aspx</a> under the section "Standard Guaranty and Bond Forms".

- a. Bid Guaranty: In lieu of a bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original <u>Bid Guaranty Unconditional Letter of Credit</u>, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
  - The bid guaranty shall be in an amount equal to five percent (5%) of the total price
    offered, payable to the Board of County Commissioners and conditioned upon the
    successful Vendor providing the Performance and Payment Guaranty, evidence of
    insurance, or any other requirements set forth within the solicitation, within 10 calendar
    days after notification of award of the contract.
  - 2. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
  - 3. Vendors must either submit an electronic bid bond through BidSync or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
    - To submit an electronic bid bond, Vendor must submit through BidSync, using <u>Surety 2000</u>. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact <u>Surety 2000</u> to find out information regarding their service (<u>www.surety2000.com</u> or 800-660-3263).

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# STANDARD INSTRUCTIONS FOR VENDORS

(CONSTRUCTION PROJECTS)

The purpose of the following standard instructions are to properly guide Vendors in a preparing a solicitation response. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.

The County provides digital versions of this solicitation for convenience. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

#### 1. EXECUTION OF SOLICITATION RESPONSE:

- 1.1. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- 1.2. No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, a Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event a Vendor's statement is discovered to be false, Vendor is subject to debarment and the County may terminate any contract it has with a Vendor.
- 1.3. Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
- 1.4. By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
- 1.5. The Vendor agrees, if this bid is accepted, to contract with Broward County, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete Work within the time limits specified the covered by the Contract Documents for the Project.
- 2. **Examination of Contract Documents and Site:** It is the responsibility of each Vendor before submitting a solicitation response, to:
- 2.1. Examine the Contract Documents and all addenda thoroughly;
- 2.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
- 2.3. Take into account federal, state and local laws, regulations, ordinances, and the Broward

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County Commissioners.

- 7. Acceptance or Rejection of Bids: The County reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one hundred and twenty (120) calendar days after bid opening date. A Vendor may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the bid opening date. A Vendor may withdraw its bid after the expiration of one hundred and twenty (120) calendar days from the bid opening date by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the Board of County Commissioners or Director of Purchasing.
- 8. **Waiver of Technicalities or Irregularities:** The County reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.
- 9. Determination of Award: Except where County exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by County to the responsible Vendor who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as County determines to be in its own best interests, and application of any preferences, as applicable.
- 10. **Federal or State Grantor Agencies**: If Project is funded by a Federal or State grantor agency, additional terms and conditions may be required by grantor agency. In the event of any discrepancy between the grantor agency's regulations and County's regulations, the more stringent regulations concerning the determination for award shall apply.
- 11. **Tie Bids**: If two or more Vendors are tied, the tie will be broken and the successful Vendor selected by criteria in accordance with the Broward County Procurement Code, Section 21.31.c.
- 12. Qualifications of Vendors: The County will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. Refer to Special Instructions for Vendors for Additional Qualifications or Certification Requirements (if applicable). The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
- 13. Occupational Health and Safety: Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115

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# County Commissioners

\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be based upon the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners.

- 17. False Claims: In accordance with the County's False Claims Ordinance, Sections 1-276 1-287, Broward County Code of Ordinances, the successful Vendor must maintain, as a condition precedent to submitting a claim against the COUNTY, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the bid, in anticipation of the bid submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the county, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the County. "Bid Takeoff" means the final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION AND THE BROWARD COUNTY FALSE CLAIMS ORDINANCE.
- 18. **Battery Disposal**: The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
- 19. **Dun& Bradstreet Report Requirement**: The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
- 20. State of Florida Division of Corporations Requirements: It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations. The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.
- 21. Local Business Tax Receipt Requirements: All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Vendor should provide a copy of its Local Business Tax Receipt within three business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.
- 22. Performance Evaluation: At Final Completion, the Contract Administrator will document the

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### **Security Requirements**

## A. General Security Requirements and Criminal Background Screening:

- All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
- 2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

#### B. General Facilities:

- 1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
- 2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at https://web.fdle.state.fl.us/search/app/default
- 3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
- 4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
- Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
- Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
- 7. All contractors must wear distinctive and neat appearing uniforms with vendor's company

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fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

- 2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Portissued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- 3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to https://www.tsa.gov/for-industry/twic.

### G. Airport Security Program and Aviation Regulations:

- 1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
- 2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
- 3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be

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contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.

- 6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
- 7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
- 8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section
- 9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

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national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.

- 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
- 3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
- 4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
- 5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
- 6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

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- 10. ensure that all of its subcontractors comply with the requirements of the Program.
- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:
  - broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

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General Decision Number: FL190160 01/04/2019 FL160

Superseded General Decision Number: FL20180203

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

#### \* SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER	\$ 16.05	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	\$ 15.31	0.00
ELECTRICIAN	\$ 22.15	0.00
FENCE ERECTOR	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	\$ 15.75	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	\$ 11.94	0.00
INSTALLER - GUARDRAIL	\$ 12.37	0.00
IRONWORKER, ORNAMENTAL	\$ 13.48	0.00
IRONWORKER, REINFORCING	\$ 16.84	0.00
IRONWORKER, STRUCTURAL	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	\$ 11.57	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	\$ 11.84	0.00
LABORER: Common or General	\$ 10.76	0.00
LABORER: Flagger	\$ 12.53	0.00

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# County Commissioners

TRUCK DRIVER: Vactor Truck.....\$ 14.21

0 00

TRUCK DRIVER: Water Truck......\$ 13.22

0.00

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

\_\_\_\_\_

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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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.

9/12/2019 1:12 PM p. 190

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#### **VENDOR QUESTIONNAIRE**

Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

- 1. Legal business name: HG Construction Development & Investment, Inc.
- 2. Doing Business As/Fictitious Name (if applicable): HG Construction Development & Investment, Inc.
- 3. Federal Employer I.D. no. (FEIN): 43-2094655
- 4. Dun and Bradstreet No.: 4806 SW 74th Court
- 5. Website address (if applicable): N/A
- 6. Principal place of business address: 4806 SW 74th Court

Miami, FL 33155

7. Office location responsible for this project: 4806 SW 74th Court

Miami, FL 33155

8. Telephone no.: 786-845-8999

Fax no.: 305-424-9334

9. Type of business (check appropriate box):

☑ Corporation (specify the state of incorporation): FL

☐ Sole Proprietor

☐ Limited Liability Company (LLC)

☐ Limited Partnership

☐ General Partnership (State and County filled in)

☐ Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Roberto Hernandez

Title: Vice-President

E-mail: Robert@hgconstruction.us

Telephone No.: 786-845-8999

Name: Alfonso Garcia
Title: Vice-President

E-mail: Al@hgconstruction.us Telephone No.: 786-845-8999

Generic e-mail address for purchase orders: olga@hgconstruction.us

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

- 11. List name and title of each principal, owner, officer, and major shareholder:
  - a) Hilario Gonzalez, President

1 1102 1 100000 1

#### DIOWAIU COUNTY BOAIU OF County Commissioners

employed Statutes position writing co other act this pro debarm Select C	ollusion Certification: Vendor shall disclose, to their best knowledge, any Broward Cope, or any relative of any such officer or employee as defined in Section 112.3135 as, who is an officer or director of, or has a material interest in, the Vendor's busine to influence this procurement. Any Broward County officer or employee who has an of specifications or requirements, solicitation of offers, decision to award, evaluation of stivity pertinent to this procurement is presumed, for purposes hereof, to be in a positicurement. Failure of a Vendor to disclose any relationship described herein shall ent in accordance with the provisions of the Broward County Procurement Code.	(1) (c), F ss, who i y input in of offers, c ion to influ	lorida s in a to the or any uence
<b>☑</b> \	/endor certifies that this offer is made independently and free from collusion; or		
	rendor is disclosing names of officers or employees who have a material interest in the and is in a position to influence this procurement. Vendor must include a list of relationship(s) with its submittal.		
furnish a	ns 27 - 30 are only applicable to <b>service contracts</b> or a <b>construction contracts</b> (rand install) solicitations:		
27. What sim	ilar on-going contracts is your firm currently working on? If additional space is requi	red, provi	de on
separate she	et		
		✓ Yes	□No
zo. nas y	our firm completely inspected the project site(s) prior to submitting response?	<u>•</u> 163	L 140
	our firm need to rent or purchase any equipment for this contract? If yes, please by details in an attached a written response.	☐ Yes	☑ No
30. What equ	ipment does your firm own that is available for this contract?		
Rollers, Cor	mpactors, Dozers, Loaders, Sweepers, Backhoes, Excavators, Water truc	ks, Bob	cats,
	mp Trucks, & more	•	i v
Graders, Da	mp ridoko, a morom.		

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

## Reference 1:

Scope of Work: Bike Lane Construction, Sidewalks, curb & Gutter, Milling & Resurfacing

Contract/Project Title: Miramar Parkway Historic Downtown Revitalization Project

Agency: City of Miramar - Engineering

#### DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: (check only one below).

•			
	ne Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.		
•	The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.		
	ne Vendor will not comply with the rec time of award.	uirements of the County's Domestic F	Partnership Act at
F	he Vendor does not need to comp Partnership Act at time of award becau pelow).		
	☐ The Vendor employs less than five	e (5) employees.	
	☐ The Vendor is a governmental ent	ity, not-for-profit corporation, or charita	able organization.
	☐ The Vendor is a religious organia educational institution.	zation, association, society, or non-p	orofit charitable or
	☑ The Vendor does not provide bene	efits to employees' spouses.	
		e the cash equivalent of benefits. (Att e efforts taken to provide such benefit	
	it would violate the laws, rules or inconsistent with the terms or cor	he provisions of the Domestic Partner regulations of federal or state law or wanditions of a grant or contract with the statute or regulation (State the law, state cability).	ould violate or be United States or
Alfonso AUTH(	Garcia ORIZED SIGNATURE/ NAME	Vice-President TITLE	09/10/2019 DATE

# LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☑Th	ere are no material cases for this Vendor; or
☐ Material Case(s) are disclosed	d below:
Is this for a: (check type)	If Yes, Name of Parent/Subsidiary/Predecessor:
☐ Parent, ☐ Subsidiary, or	
☐ Predecessor Firm?	or No 🗆
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name,	
and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case	Pending ☐ Settled ☐ Dismissed ☐
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Vendor's Favor   Judgment Against Vendor   Judgment Against Vendor
<u> </u>	If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
	Name:
Opposing Counsel	Email:

#### DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - i. The dangers of drug abuse in the workplace:
  - ii. The offeror's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Alfonso Garcia AUTHORIZED SIGNATURE/ NAME Vice-President TITLE

09/10/2019 DATE County Commissioners

FING 2 | 100000 |

3. Subcontracted Firm's Name: Royal Fence & Equipment Corp

Subcontracted Firm's Address: 5500 NW 74th Avenue Miami, FL 33166

Subcontracted Firm's Telephone Number: 305-477-7191

Contact Person's Name and Position: Javier Gomez - PM

Contact Person's E-Mail Address: javiergomezfence@gmail.com

Estimated Subcontract/Supplies Contract Amount: \$ 15,000.00

Type of Work/Supplies Provided: Furnish & Install chain link fence

4. Subcontracted Firm's Name: LY Construction, Inc

Subcontracted Firm's Address: 4806 SW 74th Court

Subcontracted Firm's Telephone Number: 754-234-0922

Contact Person's Name and Position: Luis Yibirin - President

Contact Person's E-Mail Address: luiyi@lyconstruction.us

Estimated Subcontract/Supplies Contract Amount: 215,141.50

Type of Work/Supplies Provided: Concrete & Grading

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Alfonso Garcia	Vice-President	HG Construction Development & Investment, Inc.	09/11/2019
Authorized Signature/Name	Title	Vendor Name	Date

PNC2118806C1

#### LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyis retained has timely filed the registration or amended registration required under Broward County Lobbyis Registration Act, Section 1-262, Broward County Code of Ordinances.
It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connectio with this solicitation be listed below:
Name of Lobbyist: Lobbyist's Firm: Phone: E-mail:  Name of Lobbyist: Lobbyist's Firm: Phone: E-mail:
Authorized Signature/Name: Date: Title: Vendor Name:

9:17:11 AM 9/13/2019

**Licensee Details** 

**Licensee Information** 

Name: GONZALEZ, HILARIO (Primary Name)

**H G CONSTRUCTION DEVELOPMENT AND INVESTMENTS** 

INC (DBA Name)

Main Address: 7570 SW 77 AVE

MIAMI Florida 33143

County: DADE

License Mailing:

LicenseLocation: 7570 SW 77 AVE

MIAMI FL 33143

County: DADE

**License Information** 

License Type: Certified General Contractor

Rank: Cert General License Number: CGC1511027

Status: Current, Active

Licensure Date: 04/12/2006

Expires: **08/31/2020** 

**Special Qualifications Qualification Effective** 

Construction Business 04/12/2006

**Alternate Names** 

<u>View Related License Information</u> <u>View License Complaint</u>

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

PNC2118806C1

b. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through BidSync, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Bid Sync; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

Broward County Purchasing Division 115 South Andrews Avenue, Room 212 Fort Lauderdale, FL 33301

- C. Performance and Payment Guaranties: within 10 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond containing all the provisions of the Performance Bond Form and Payment Bond Form.
  - The bonds shall be in the amount of one hundred percent (100%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
  - Each bond shall continue in effect for one year after completion and acceptance of the
    work with liability equal to one hundred percent (100%) of the Contract price, or an
    additional bond shall be conditioned that the Vendor will upon notification by the
    County, correct any defective or faulty work or materials which appear within one year
    after completion of the Contract.
  - 3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
  - 4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original <u>Irrevocable Letter of Credit</u> as reflected on the County's form. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
  - 5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
  - 6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.
- D. Qualifications of Surety Requirements: A bid bond performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.
  - In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
    - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
    - The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.

# Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
  - 1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  - Business Automobile Liability with minimum limits per occurrence, combined single limit
    for bodily injury and property damage. Scheduled autos shall be listed on Vendor's
    certificate of insurance. County is to be named as an additional insured in the name of
    Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

vendor should indicate now product is being delivered:		
Vendor Name: HG Construction Gonzalez		
Company Vehicle:	Yes ☑ or No □	
If Common Carrier (indicate carrier):		
Other:		

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

- 13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
  - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Bid PNC2118806C1

The lot to the North and West of the Stadium should be Bahai. (Answered: Aug 28, 2019 12:16:16 PM EDT)

#### Question 8

please specify the duration of the job. also liquidation damage (Submitted: Aug 27, 2019 9:02:56 PM EDT)

#### Answei

- Refer to PNC2118806C1 Central Broward Regional Park Additional Parking, BCF 170, Contract Supplement, 005400. (Answered: Aug 28, 2019 12:07:43 PM EDT)

#### Question 9

In reference to answer # 6, the Sheet E-1 addresses the relocation of only one light pole present in DM-2 but the question was about the three light poles present in DM-3, which are not addressed in E-1. (Submitted: Aug 28, 2019 8:54:55 AM EDT)

#### Answer

- Refer to Addendum No.2 (Answered: Aug 28, 2019 12:07:43 PM EDT)

.

Bid PNC2118806C1



# **CONTRACT**

# **BETWEEN**

# **BROWARD COUNTY**

# **AND**

HG Construction Development & Investment, Inc.

# **FOR**

**Central Broward Regional Park-Additional Parking** 

BID/CONTRACT NO.: PNC2118806C1

#### BIO PNC2118806C1

# County Commissioners

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BCF #170 (Rev. 10.01.16) RLI/RFP Contract #: Forms, Purchase Order(s), Change Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.

- 1.7. <u>Contract Price</u>: The original amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.8. <u>Contract Time</u>: The original time between commencement and completion, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.
- 1.9. <u>Contractor</u>: The person, firm, or corporation with whom Broward County has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
- 1.10. <u>Field Order</u>: A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.11. <u>Final Completion</u>: The date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.12. <u>Materials</u>: Materials incorporated in this Project or used or consumed in the performance of the Work.
- 1.13. <u>Notice(s) to Proceed</u>: Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.14. <u>Plans</u> or <u>Drawings</u>: The official graphic representations of this Project that are a part of the Contract Documents.
- 1.15. <u>Project</u>: The construction project described in the Contract Documents, including the Work described therein.
- 1.16. Project Initiation Date: The date upon which the Contract Time commences.
- 1.17. <u>Subcontractor</u>: A person, firm or corporation having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

BCF #170 (Rev. 10.01.16) RLI/RFP/Contract # shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

- 3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within <u>see Contract Supplement 005400</u> calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within <u>see Contract Supplement 005400</u> calendar days from the date of Substantial Completion.
- 3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, plus approved time extensions, Contractor shall pay to County the sum of see Contract Supplement 005400 Dollars (\$see Contract Supplement 005400) for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, plus approved time extensions thereof, Contractor shall pay to County the sum of see Contract Supplement 005400 Dollars (\$see Contract Supplement 005400) for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy of the Project. 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 County 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 Contractor to complete this Contract on time.

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

- 3.4. County is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as County may, in its sole discretion, deem just and reasonable.
- 3.5. Contractor shall be responsible for reimbursing County, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between County and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by County as costs are incurred by Consultant and agreed to by County.

#### ARTICLE 4 CONTRACT SUM

4.1. This is a Unit Price Contract:\*

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the subject of the Application. The Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form), explaining the good cause why payment has not been made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (007500-8). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

Michael Halupke, Construction Project Manager Highway Construction and Engineering Division One N. University Drive, Box B300 Plantation, FL 33324

All such applications for payment (hereinafter "Invoices") shall be stamped as received on the date on which it is delivered above. Payments of Invoices shall be subject to approval as specified hereinbefore and if approved, shall be due 25 business days after the date on which the Invoice is stamped received. At the end of the 25 business days, the Contractor may send the Contract Administrator an overdue notice. If the Invoice is not rejected within 4 business days after delivery of the overdue notice, the Invoice shall be deemed accepted, except for any portion of the Invoice that is fraudulent or misleading. If the Invoice does not meet the requirements of this Contract, the County shall reject the invoice within 20 business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to make the Invoice proper. If the Contractor submits a request that corrects the deficiency, the corrected Invoice must be paid or rejected within ten business days after the corrected Invoice is stamped as received. If the dispute between County and the Contractor cannot be resolved as set forth above, and the dispute directly relates to the promptness of payment, the dispute shall be resolved in accordance the Prompt Payment Ordinance (Section 1-51.6 of the Broward County Code of Ordinances). For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Ten percent (10%) of all monies earned by Contractor shall be retained by County until Final Completion and acceptance by County in accordance with Article 6 hereof, except that after fifty percent (50%) of the Work has been completed, the Contract Administrator shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the Contract Administrator may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant, and Contractor shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of County.

Payment for materials and equipment stored at the project site shall be equal to ninety percent (90%) of the invoiced amount of the materials and equipment as set forth herein. Additionally, retainage on 90% of the invoiced amount shall be paid per this section. The invoiced amount shall be based on the value of all acceptable materials and equipment not yet incorporated in the

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- 6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, County shall, upon certificate of Consultant, and without terminating this Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 6.4. Final payment shall be made only after the County's Director of Purchasing or Board of County Commissioners, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator, and approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

#### ARTICLE 7 MISCELLANEOUS

- 7.1. <u>Contract Documents and Priority of Provisions</u>. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. All of the documents incorporated in the Contract Documents shall govern this Project. Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of any article in the Contract Documents, the provisions contained in the Contract Supplement, the Contract, the Supplemental General Conditions, or the General Conditions shall prevail (in that order) and be given effect.
- 7.2. <u>Public Entity Crimes</u>. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list. Notwithstanding any provision in this Contract to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Contract and recover all sums paid to Contractor under this Contract.
- 7.3. <u>Independent Contractor</u>. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. This Contract shall not constitute or make the Parties a partnership or joint venture.

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- 7.9. <u>Severability</u>. In the event any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.
- 7.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.
- 7.11. <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Contractor and the Board or another person to whom appropriate authority has been delegated or who is otherwise authorized to execute same.
- 7.12. <u>Prior Agreements</u>. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.
- 7.13. <u>Truth-In-Negotiation Representation</u>. Contractor's compensation under this Contract is based upon representations supplied to County by Contractor, and Contractor certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Contractor's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.
- 7.14. Workforce Investment Program. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet

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IN WITNESS WHEREOF, the Parties have made and executed this Contract: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the day of, 20, and CONTRACTOR, signing by and through its, duly	
authorized to execute same.	
COUNTY	
ATTEST:	BROWARD COUNTY, by and through
	its Board of County Commissioners
Broward County Administrator, as	Ву
ex officio Clerk of the Broward County	Mayor
Board of County Commissioners	
	day of
	Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423
	115 South Andrews Avenue
Insurance requirements	Fort Lauderdale, Florida 33301
approved by Broward County	Telephone: (954) 357-7600
Risk Management Division	Telecopier: (954) 357-7641
By Claumed 3 12 20 Signature (Date)  Colleen Round Ash Ris Manyl Print Name and Title above	By Lund fy 3/13/2020 Israel Fajardo (Date) Assistant County Attorney  By Michael J. Kerr (Date) Deputy County Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

	Contractor
Secretary  AL GARCIA  (Print/Type Name)  (Corporate Seal)	(Name of dorporation)  By Halley Hervisor Very Ture  (Name of dorporation)  President/Vice-President  Robert Hervisor V.V.  (Type/Type Name and Title)  12 day of MARCH, 2020.
[If not incorporated sign below.]	
	Contractor
WITNESSES:	
(Signature)	(Business Name)
(Print/Type Name)	By(Signature)
(Signature)	(Type/Print Name and Title)
	day of . 20 .

COUNTY REQUIRES FOUR (4) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

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(Print/Type Name)

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#### 005400 CONTRACT SUPPLEMENT

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in struck through type are deletions from existing text. Words in underlined type are additions to existing text.

- Deviation 1: The following definition of County Project Manager is hereby added:
  - 1.21. County Project Manager: An employee of the County assigned to provide managerial services for this project.
- Deviation 2: The term "Consultant" is hereby replaced by the term "County Project Manager" only in ARTICLE 5.1.
- Deviation 3: ARTICLE 3 CONTRACT TIME, section 3.2 and 3.3 of the Contract General Conditions are hereby deleted and replaced with the following:
  - 3.2 Time is of the essence throughout this Contract. The preconstruction work initiated in the first Notice To Proceed shall be completed within sixty (60) calendar days from the Project Initiation Date specified in the first Notice to Proceed, and the mobilization and physical construction work shall be substantially completed within two hundred forty (240) calendar days from the date of issuance of the second Notice To Proceed, and completed and ready for final payment in accordance with Article 6 of the Contract within thirty (30) calendar days from the date certified by Consultant as the date of Substantial Completion.
  - 3.3 Upon failure of Contractor to complete the preconstruction work within the specified period of time, plus approved time extensions, Contractor shall pay to County the sum of Fifty-five Dollars (\$55.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for the preconstruction work. After the preconstruction work should Contractor fail to substantially complete the Contract within the specified period of time, plus approved time extensions, Contractor shall pay to County the sum of Two Hundred Eighty-Nine Dollars (\$289.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, until Substantial Completion. After Substantial Completion should Contractor fail to complete the remaining work within the time specified in Section 3.2 above plus approved time extensions thereof, for completion and readiness for final payment, Contractor shall pay to County the sum of Fifty-five Dollars (\$55.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy of the Project. 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 County 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 Contractor to complete the Contract on time.

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

Broward County Board of County Commissioners DIG 1 1902 1 100000 1

	Computerized CPM
	(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")
	The progress schedule shall indicate the start and completion dates of the various stages of the Work and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment and shall be acceptable to Consultant.
3.1.2.	A preliminary schedule of Shop Drawing submissions; and
3.1.3.	In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by Contractor at the time of submission.
	Such prices shall be broken down to show labor, equipment, materials, and overhead and profit.
3.1.4.	After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither Consultant nor County shall be responsible for the nonperformance by the utility owners.

- 3.2. At a time specified by Consultant but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work.
- 3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the Notice to Proceed, the Contractor shall revise

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- 5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.
- 5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. Section 223.10, Section 223.11). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.
- 5.1.3. The surety company shall have at least the following minimum ratings. A surety company that is rejected by County may be substituted by the Bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
500,001 to 1,000,000	A,A-	Class I
1,000,001 to 2,000,000	A,A-	Class II
2,000,001 to 5,000,000	Α	Class III
5,000,001 to 10,000,000	Α	Class IV
10,000,001 to 25,000,000	Α	Class V
25,000,001 to 50,000,000	Α	Class VI
50,000,001 or more	Α	Class VII

- 5.2. For projects which do not exceed Five Hundred Thousand Dollars (\$500,000.00), County may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 007500-4) so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.
- 5.3. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

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Terrorism
Silica, asbestos or lead
Sexual molestation
Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract.

County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

Contractor shall maintain products/completed operations coverage for at least three (3) years after the final completion of the Work, unless a longer period is identified in the Minimum Insurance Requirements. In that case, the term specified in the Insurance Requirements shall supersede.

- 7.3.2 <u>Business Automobile Liability Insurance</u>. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract. County and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.
- 7.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

In the event that Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect the County against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor,

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Broward County Board of County Commissioners

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by County.

The Builder's Risk policy shall reflect County as an "Additional Insured" and as a loss payee.

The Builder's Risk policy(ies) shall be endorsed to waive the insurer's rights of subrogation against County.

County reserves the right to provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of the contractors' or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors.

If County elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by the Contractor may be modified to account for the insurance being provided by County. Such modification may also include execution of Waiver of Subrogation documentation.

In the event that a claim occurs for this Project and is made upon County's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

7.4 Within fifteen (15) days after the full execution of this Contract or notification of award, whichever is earlier, Contractor shall provide to County satisfactory evidence of the insurance required in this Contract with the exception of property, builder's risk or installation floater coverage. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

#### ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

#### ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

- 11.1. Except as otherwise provided within the Special Instructions for Vendors, all permits and licenses required by federal, state or local laws, rules, and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
- 11.2. Impact fees levied by any municipality shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

#### ARTICLE 12 RESOLUTION OF DISPUTES

12.1. To prevent all disputes and litigation, it is agreed by the Parties hereto that, Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of this Contract and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, this Contract and Consultant's decisions of all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) calendar days from the date of impasse. Unless a different period of time is set forth herein, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) calendar days from the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of this Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any

13.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

#### ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

- 14.1. The orders of County are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time, competent, English-speaking superintendent and any necessary assistants, all satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.
- 14.2. Daily, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of County, Consultant, regulatory representatives; any event that caused or contributed a delay to the critical path of the Project, any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by County and Consultant.
- 14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks or as determined by the Contract Administrator, during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 14.4. If Contractor, in the course of prosecuting the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review the same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk.
- 14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services which have not been performed.

- 15.4. Upon receipt of Notice of Termination pursuant to Sections 15.1, 15.3, or 15.5, Contractor shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.
- 15.5. This Contract may also be terminated by the Board:
  - 15.5.1. Upon the disqualification of Contractor as a CBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as CBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor;
  - 15.5.2. Upon the disqualification of Contractor by County's Director of the OESBD due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the CBE contractual obligations;
  - 15.5.3. Upon the disqualification of one or more of Contractor's CBE participants by County's Director of the OESBD if any such participant's status as a CBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;
  - 15.5.4. Upon the disqualification of one or more of Contractor's CBE participants by County's Director of the OESBD if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement;
  - 15.5.5. If Contractor is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

#### ARTICLE 16 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and County may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with County shall entitle County to terminate this Contract for cause.

and related reimbursable cost records, the Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History To Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

- 17.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this article.
- 17.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry.
- 17.5 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to County of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Contractor.

#### ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by County's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

#### ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in this Contract unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Consultant.

#### ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

- 23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by County, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.
- 23.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County, except as provided in Article 30.

#### ARTICLE 24 WARRANTY

Contractor warrants to County that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

#### ARTICLE 25 SUPPLEMENTARY DRAWINGS

- 25.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.
- 25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

- 28.3. Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any Subcontractor. County or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific work performed.
- 28.4. Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of County.
- 28.5. Contractor shall perform the Work with its own organization, amounting to not less than 30 % percent of the Contract Price.

#### **ARTICLE 29** SEPARATE CONTRACTS

- 29.1. County reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.
- 29.2. If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Consultant any defects in such Work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other Contractor's Work after the execution of Contractor's Work.
- 29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.
- 29.4. To insure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall at once report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

#### ARTICLE 30 USE OF COMPLETED PORTIONS

30.1. County shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession

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#### ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor's general operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

#### ARTICLE 33 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

- 33.1. Utility lines in the Project area have been shown on the plans. However, County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.
- 33.2. Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
- 33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to Contractor for any loss of time or delay.
- 33.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of Contractor. All such repairs made by Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

#### ARTICLE 34 VALUE ENGINEERING

Contractor may request substitution of materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated

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37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning this Contract or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

#### ARTICLE 38 CHANGE ORDERS

- 38.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Broward County Procurement Code, as amended from time to time.
- 38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the County. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth within the document.
- 38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, County reserves the right at its sole option to either terminate this Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work; or submit the matter in dispute to Consultant as set forth in Article 12 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by County, Contractor shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 38.4. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.
- 38.5. Under circumstances determined necessary by County, Change Orders may be issued unilaterally by County.

#### ARTICLE 39 VALUE OF CHANGE ORDER WORK

- 39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - 39.1.1. Where the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

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Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order only if pre-approved in writing by the Contract Administrator.

#### 39.2.5. Supplemental costs including the following:

- 39.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.
- 39.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of Contractor.
- 39.2.5.3. Sales, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 39.2.5.4. Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.
- 39.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.
- 39.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 39.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 39.3. The term "cost of the work" shall not include any of the following:
  - 39.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general

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figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.

- 39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.
- 39.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.
  - 39.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
  - 39.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.
- 39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

### ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) calendar days from the date of impasse in accordance with Article 12 hereof. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR

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County and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$234.00 per day for each calendar day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2. <u>Non-Compensable Excusable Delay</u>. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of the County or Consultant, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by the County or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

#### ARTICLE 43 SUBSTANTIAL COMPLETION

When Contractor considers that the Work, or a portion thereof designated by County pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 007600-1). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of County and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

the work, nor for the furnishing of materials or Work required by this Contract and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

- 45.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.
- 45.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 45.9. Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- 45.10. Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

#### ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- 46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.
- 46.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.
- 46.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to County Contractor's record drawings or as-built drawings acceptable to Consultant.

#### ARTICLE 50 CLEANING UP; COUNTY'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, County may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, County may clean up and charge the cost thereof to the contractors responsible therefore as Consultant shall determine to be just.

#### ARTICLE 51 HURRICANE PRECAUTIONS

- 51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, the Contractor, at no cost to the County, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the County or Consultant has given notice of same.
- 51.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.
- 51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle the Contractor to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

#### ARTICLE 52 REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by County, shall promptly remove any part or all of Contractor's equipment and supplies from the property of County, failing which County shall have the right to remove such equipment and supplies at the expense of Contractor.

#### ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT

Contractor certifies and represents that it will comply with the County's Domestic Partnership Act (Section 16%-157 of the Broward County Code of Ordinances) during the entire term of this Contract. The failure of the Contractor to comply shall be a material breach of this Contract, entitling the County to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due the Contractor until the Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of the Contractor from doing business with the County.

- The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.
- 54.7 Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.
- 54.8 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.
- 54.9 Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the CBE goal stated in this article. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and

BCF #170 (Rev. 10.01.16) Contract #: PNC2116893C1 Page **50** of **55** 

The failure of Contactor to comply with the provisions of this article shall constitute a material breach of this Contract entitling County to exercise any remedy provided in this Contract or under applicable law.

A request for public records regarding this Contract must be made directly to County, who will be responsible for responding to any such public records requests. Contactor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contactor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contactor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contactor. Contactor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 577-4566, sgaffud@broward.org, Broward County Highway Construction and Engineering Division, 1 N. University Drive, Box B300, Plantation, Florida 33324.

(The remainder of this page is intentionally left blank.)

#### 007343 SUPPLEMENTAL WAGE REQUIREMENTS

- 1. Prevailing Wage Rate Ordinance This Project is not federally funded. If this Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.
  - 1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto).
  - 1.2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.
  - 1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Contract Administrator shall submit the question, together with its recommendation, to the County Administrator for final determination.
  - 1.4. In the event it is found by the Contract Administrator that any laborer or mechanic or apprentice employed by Contractor, or any subcontractor directly on the site of the Work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the Contract Administrator may (1) by written notice to Contractor terminate its right to proceed with the Work or such part of Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, Contractor and its sureties shall be liable to County for any excess costs occasioned to County thereby.
  - 1.5. Sections 1.1 through 1.4 above shall apply to this Contract to the extent that it is (1) a prime contract subject to the ordinance; or (2) a subcontract also subject to the ordinance under such prime Contract.
  - 1.6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
  - 1.7. Contractor shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

BCF #170 (Rev. 10.01.16) RLI/RFP/Contract # Page 54 of 55



Rev.: June 2018

### LETTER OF INTENT

# BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC211880GC-1			
Project Title: CENTRAL BROWARD REgio	onal Park	Additional Park	ing
Bidder/Offeror Name: HG CONSTRUCTION	DEVELOPMEN	JT & INVESTILE	י שעד דעם
Address: 4806 SW 74 COURT		AHI Sta	
Authorized Representative: ROBERTO HERNA	twdEZ-	Phone:	786-845 8999
CBE Firm/Supplier Name: LY CONSTRUCT Address: 304 INDIAN TRACE # 254			nte: <u>FL</u> Zip: <b>333</b> 4
Authorized Representative: LUI3 41B/K/W	City		754 234 0922
<ul> <li>A. This is a letter of intent between the bidder/offeror or project.</li> <li>B. By signing below, the bidder/offeror is committing to below.</li> <li>C. By signing below, the above-named CBE is committing.</li> <li>D. By signing below, the bidder/offeror and CBE affirm the may only subcontract that work to another CBE.</li> </ul>	utilize the above-n	amed CBE to perform the	e work described
Work to be per	formed by C	BE Firm	
Description	NAICS1	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
CONCRETE É GRAding	238910	\$227,500.00	35 %
			9/
			9/
AFFIRMATION: I hereby affirm that the information above CBE Firm/Supplier Authorized Representative Signature:	e is true and corre	ct. Date:	9.10.19
Bidder/Offeror Authorized Representative			Harris and the state of the sta
	ice-Preside	Date:	oaliolia
1 Visit Census.gov and select NAICS to search and identiclosely as possible. 2 To be provided only when the solicitation requires that to in the event the bidder/offeror does not receive award of the prime control and vold.	oidder/offeror includ	te a dollar amount in its	bid/offer.

Compliance Form No. 004

Broward County Board of County Comms Antibert A

Bid PNC2118806C1



### **LETTER OF INTENT**

# BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Soli	citation No.:			· · · · · · · · · · · · · · · · · · ·	
Proj	ect Title:				
Bido	ler/Offeror Name:	·	·		
Addr	ess:		City:	Sta	te: Zip:
Auth	orized Representative:		·	Phone: _	
	Firm/Supplier Name:				
	ess:				
Auth	orized Representative:			Phone: _	
	Γhis is a letter of intent between the bidd project.	er/offeror on	this project and a	CBE firm for the CBE to	perform work on this
	By signing below, the bidder/offeror is co below.	mmitting to u	utilize the above-na	amed CBE to perform the	e work described
C. I	By signing below, the above-named CBE	is committir	ng to perform the v	vork described below.	
	By signing below, the bidder/offeror and may only subcontract that work to anothe		hat if the CBE sub	contracts any of the work	described below, it
	Work t	o be per	formed by C	BE Firm	
	Description		NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
					%
					%
					%
AFF	IRMATION: I hereby affirm that the infor	mation above	e is true and corre	ct.	
	Firm/Supplier Authorized Representa				
	•			Dete	
	ature:			Date:	
Biad	ler/Offeror Authorized Representative	!			
Sign	ature:	Title:		Date:	
	it <u>Census.gov</u> and select <u>NAICS</u> to searcely as possible.	ch and identi	ty the correct code	es. Match type of work w	ith NAICS code as
	be provided only when the solicitation re	quires that b	idder/offeror inclu	de a dollar amount in its l	bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018 Compliance Form No. 004

9/12/2019 1:12 PM

Bid PNC2118806C1

#### Broward County Board of County Commissioners EXHIBIT B

#### INSURANCE REQUIREMENTS

Project: <u>Central Broward Regional Park-Additional Parking</u>
Agency: <u>Highway Construction and Engineering Division</u>

TYPE OF INSURANCE	ARRE. INSE	SURR	<u>MINIMUM</u>	LIABILITY LIMITS	
		- <del>****</del> -	Each Occurrence Aggr		
GENERAL LIABILITY - Broad form		Ø	Bodily Injury		·
☑ Commercial General Liability ☑ Premises-Operations			Property Damage		
<ul> <li>         ☑ XCU Explosion/Collapse/Underground     </li> <li>         ☑ Products/Completed Operations Hazard     </li> <li>         ☑ Contractual Insurance     </li> </ul>			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
<ul> <li>☑ Broad Form Property Damage</li> <li>☑ Independent Contractors</li> <li>☑ Personal Injury</li> </ul>		}	Personal Injury	N MARKET COLUMN TO THE COLUMN	
Per Occurrence or Claims-Made:			Products & Completed Operations		
☑ Per Occurrence □ Claims-Made		ļ			
Gen'l Aggregate Limit Applies per:  Project Delicy Loc. Other		<u> </u> 			
AUTO LIABILITY  ☑ Comprehensive Form	122	Ø	Bodily Injury (each person)		
☑ Owned ☑ Hired			Bodily Injury (each accident)		
☑ Non-owned ☑ Any Auto, If applicable			Property Damage		
Note: May be waived if no driving will be done in performance of services/project.			Combined Bodily Injury and Property Damage	\$1,000,000	
□ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☑ Per Occurrence □ Claims-Made Note: May be used to supplement minimum liability coverage requirements.	Ø	Ø			
☑ WORKER'S COMPENSATION	N/A	Ø	Each Accident	STATUTORY LIMITS	<b>1</b>
Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.				STATUTORY LIMITS	
✓ EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
□ PROFESSIONAL LIABILITY (ERRORS &	N/A	Ø	If claims-made form:		
OMISSIONS)	1				4
All engineering, surveying and design professionals.			Extended Reporting Period of:	3 years	]
			*Maximum Deductible:	\$100,000	
☐ Installation floater is required if Builder's Risk or Property are not carried.  Note: Coverage must be "All Risk", Completed Value.			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
Broward County must be a Loss Payee.			*Maximum Deductible:	\$10 k	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability, County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301

Risk Management Division

## Broward County Board of County Commissioners

Bid PNC2118806C1

FORM	007500	)-1: PERFORMANCE BOND
Project	Name:	
Project	t Numb	er:
BY TH	S BON	D, We, as Principal, hereinafter
called (	Contrac	tor, and, as Surety, under the assigned Bond
Numbe	er	, are bound to Broward County, Florida, as Obligee,
hereina	after c	alled County, in the amount of Dollars
		) for the payment whereof Contractor and Surety bind themselves, their heirs,
execut	ors, adr	ministrators, successors and assigns, jointly and severally.
County hereof	, which	Contractor has by written agreement dated the day of, 20, entered into a Contract, Bid/Contract No, with n Contract Documents are by reference incorporated herein and made a part ing any and all provisions for liquidated damages, and other damages identified, proses of this Bond are hereafter referred to as the "Contract";
THE CC	NDITIC	ON OF THIS BOND is that if Contractor:
1)	Perfor	ms the Contract between Contractor and County for construction of in the time and manner
	prescri	bed in the Contract; and
2)		ounty all losses, liquidated damages, expenses, costs and attorneys' fees including ate proceedings, that County sustains as a result of default by Contractor under the ct; and
3)	time sp	ms the guaranties of all work and materials furnished under the Contract for the pecified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL AND EFFECT.
County	having	ntractor shall be, and is declared by County to be, in default under the Contract, performed County's obligations thereunder, the Surety may promptly remedy the ill promptly:
	a)	Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
	b)	Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County on the same terms and conditions as the Contract Documents unless otherwise agreed by County, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph)

## Broward County Board of County Commissioners

Bid PNC2118806C1

FORM 007500-2: PAYMENT BOND Project Name:	
Project Number:	
KNOW ALL BY THESE PRESENTS:	
That we	, as Principal (hereinafter called
"Contractor"), located at	, phone, and ty, located at, phone,
, as Sure	ty, located at, phone,
Statutes are bound to Broward County	and pursuant to Section 255.05, Florida , Florida (hereinafter "County"), as Obligee, in the amount
of Dollar	s (\$) for the payment whereof Contractor
and Surety bind themselves, their heirs and severally.	, executors, administrators, successors and assigns, jointly
WHEREAS. Contractor has by w	ritten agreement dated the of,
	Contract No, with County for construction of
located at	, which Contract Documents
are by reference incorporated herein a the "Contract";	and for purposes of this Bond are hereafter referred to as
THE CONDITION OF THIS BOND is that	f Contractor:
	s, expenses, costs and attorneys' fees including appellate ins because of default by Contractor under the Contract;
	o all claimants as defined by Florida Statute Section is and supplies used directly or indirectly by Contractor in it;
THEN CONTRACTOR'S OBLIGATION SHA AND EFFECT SUBJECT, HOWEVER, TO T	ALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE HE FOLLOWING CONDITIONS:
payment for its labor, materials, or to furnish labor, materials, or su	s not in privity with Contractor and who has not received supplies shall, within forty-five (45) days after beginning pplies for the prosecution of the work, furnish to the ntends to look to the bond for protection.
labor, materials, or supplies shall, after complete delivery of the ma	n the Contractor and who has not received payment for its within ninety (90) days after performance of the labor or iterials or supplies, deliver to the Contractor and to the mance of the labor or delivery of the materials or supplies

l,			
corporation named as Princi			
Bond and Payment Bond);			
behalf of the Principal, was			
signature; and his/her sign			
signed, sealed and attested	to on behalf of sai	d corporation by authority of	its governing body.
		(Sea	al) as Secretary of
	/Nama of	Corporation)	
	(Name of	Corporation)	
		(SEAL)	
STATE OF FLORIDA	)		
	) SS.		
COUNTY OF BROWARD	)		
Refore me a Nota	arv Public duly (	commissioned, qualified ar	nd acting personally
appeared	_	·	
first duly sworn upon oath			
Performance and Paymen	t Bond (Perform	ance Bond and Payment	Bond) on behalf or
CONTRACTOR named then	ein in favor of CO	JNTY.	
Subscribed and Swo	rn to before me th	is day of	, 20
My commission expires:			
• • • • • • • • • • • • • • • • • • • •		Notary Public, State of	Florida at Large
		Bonded by	

# PROJECT FORM 007500-4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS (continued)

### **AFFIDAVIT**

STATE OF FLORIDA	)
	) SS.
COUNTY OF	)
The foregoing instr	rument was acknowledged before me this day of,
20, by	, Agent and Attorney-in-Fact of
	, who, is personally known to me or who has produced as identification and who did/did not take
an oath.	
WITNESS my hand	and official seal, this day of, 20 (SEAL)
	(Signature of person taking acknowledgment)
	(Name of officer taking acknowledgment)
· ·	(Title or rank)
	(Serial number, if any)
My commission expires:	

Form 7500-4

# PROJECT FORM 007500-5: UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT GUARANTY) FORM

UNCONDITIONAL LETTER OF CREDIT	Date of Issue
	Issuing Bank's No.
Beneficiary:	Applicant:
Broward County, through its Broward County Board of County Commissioners	Amount: (in United States Funds)
County Administrator Governmental Center, Room 409	Expiry:(Date)
115 South Andrews Avenue Fort Lauderdale, FL 33301	Bid/Contract Number
We hereby authorize you to draw on	
	(Bank, Issuer name)
at	by order of
(branch address)	
and for the account of(contractor, a	
(contractor, a	pplicant, customer)
up to an aggregate amount, in United States Fund	ls, of available by your
drafts at sight, accompanied by:	
A signed statement from the County Administrat	or of Broward County, or the Administrator's
authorized representative, that the drawing is	due to default in performance of certain
obligations on the part	agreed upon by and
(Contractor, Applicar	
	•
between Broward County and(Conti	ractor, Applicant, Customer)
Bid/Contract Nofor	
	(Name of Project)
and Section 255.05, Florida Statutes.	
Drafts must be drawn and negotiated not later than (expiration date)	,
Drafts must bear the clause: "Drawn under Letter of (number)	
	dated"
(Bank name)	

Form 7500-5

### PROJECT FORM 007500-6: MONTHLY (CBE) UTILIZATION REPORT

Note: Th	Signature:	I certify that the informa				CBE Subcontractor	TO BE SUBMITTED TO BRI	Contact Person:	Prime Contractor:	Project Description:	Contract #:	BRICWARD
e information provid		ation submitted in th				Address	OWARD COUNTY OFF			1:	Contra	
Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development	Title:	certify that the information submitted in this report is in fact true and correct to the best of my knowledge				 CBE Subcontractor Address Description of Work Original Agreed Re	SUBCONTRACTING INFORMATION ICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT				Contract Amount:	MONTHLY (CBE) UTILIZATION REPORT
prification by th		nd correct to th		 5		 Origi	MALL BUSINESS	Teleph	Period	Project	Date Fo	BE) UTILI
		e best of ı	Total A	i : 		 nal Agreed Price	FORMA	Telephone#: (	Period Ending:	Comple	Date Form Submitted:	ZATIOI
	Date:	ny knowledg	mount Paid			Revised Agreed Price	TION	)		Project Completion Date:	nitted:	N REPOI
	re:	ro	Total Amount Paid to Subcontractors to Date:			% of work Completed to Date		Fax#: (	Amt. Paid to Prime:			RT
			tors to Date:			Amount Paid This Period		( )	Prime:			Repo
						Amount Pald To Date						Report No

Form 7500-6

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## Broward County Board of County Commissioners

PROJECT F	FORM 007500-8: STATEMEN	T OF COMPLIANCE (PREVAILING WAGE RATE)
No		
Contract No.	•	
Project Title		
covered by laborers, and wage rates, and been les	the application for payment d apprentices, employed or w and that the wage rates of pay	swears under penalty of perjury that, during the period to which this statement is attached, all mechanics, working on the site of the Project, have been paid at yments, contributions, or costs for fringe benefits have ward County Ordinance No. 83-72 and the applicable
Dated	, 20	
		Contractor
		By (Signature)
		, -
		By(Name and Title)
STATE OF	)	(Name and The)
	)SS.	
COUNTY OF	F )	
		acknowledged before me this day of who is
		uced as identification and
	not take an oath.	
	ny hand and official seal, this _	day of, 20  (Signature of person taking acknowledgment)  (Print Name of officer taking acknowledgment)
		(Title or rank)
My commiss	sion expires:	(Serial number, if any)

Form 7500-8 (Prevailing Wage)

# PROJECT FORM 007500-9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS (continued)

STATE OF	)	
	) SS.	
COUNTY OF	)	
		acknowledged before me this day of who is
		iced as identification and
who did/did not take ar		
WITNESS my h		I, this day of, 20  (Signature of person taking acknowledgment)
		(Print Name of officer taking acknowledgment)
		(Title or rank)
My commission expire	s:	(Serial number, if any) c1

### CLOSEOUT FORM 007600-1: CERTIFICATE OF SUBSTANTIAL COMPLETION (continued)

A list of items to be completed of COUNTY is attached hereto. The responsibility of CONTRACTOR Documents.	e failure to include an	y items on such	n list does not alter the
CONSULTANT	ВҮ		DATE
In accordance with Section 3.2 of	f the Contract, CON	TRACTOR will o	complete or correct the
work on the list of items attached h	nereto within		from the above Date
of Substantial Completion.			
CONTRACTOR	BY		DATE
COUNTY, through the Contract	Administrator has de	stormined the M	Jork or portion thereof
-			·
designated by COUNTY is substa	•		i possession thereof at
(time) on _		(date).	
BROWARD COUNTY BOARD			
OF COUNTY COMMISSIONERS	By Contract Admini	strator	DATE
The responsibilities of COUNTY a damage to the work and insurance		or security, mair	ntenance, heat, utilities,

## Broward County Board of County Commissioners

Bid PNC2118806C1

FINAL RECEIPT FOR CONTRACT	T NO		
Received this da	y of	, 20, from Bi	roward County
:he sum of		, 20, from Bi _ Dollars (\$) as full and	d final payment
to CONTRACTOR for all work and			
			<u>-</u>
This sum includes full and final pay		ra work and material and all incidentals	S.
CONTRACTOR hereby in whatsoever arising out of the Cont		releases Broward County from all lie	ens and claims
supplies for the Project have beer	n paid in full. Ir	persons doing work upon or furnishing lieu of this certification regarding payomit a consent of surety to final payo	ment for work
CONTRACTOR further cer and Use Tax Act), as amended, ha		xes imposed by Chapter 212, Florida nd discharged.	Statutes (Sales
[If incorporated sign below.]	<u>CONTRA</u>	CTOR	
ATTEST:			<u> </u>
		(Name of Corporation)	
		By President/Vice-President	
Secretary		President/Vice-President	
(Print/Type Name)		(Type/Type Name and Title)	
(Corporate Seal)		day of, 20	_•
If not incorporated sign below.]	CONTRAC	<u>гок</u>	
WITNESSES:			
(Signature)		(Business Name)	
,		•	
(Print/Type Name)		By (Signature)	
,		No.	
,			
(Signature)		(Type/Print Name and Title)	



## Project Manual

### for the

## Construction of Central Broward Regional Park Additional Parking

Date: February 5, 2019

County Project No.: 901-17A

Consultant: Thompson and Associates, Inc.

\*Note: Drawings/Plans titled "" and "" and labeled as "100% Construction Documents" are hereby incorporated into this Contract and Project Manual. The index of drawings is located on Sheet CV.

# **SECTION 01 11 00 SUMMARY OF WORK**

# **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

# 1.2 PROJECT INFORMATION

A. Project Identification:

Central Broward Regional Park Additional Park 3700 NW 11<sup>th</sup> Place, Lauderhill, FL 33311

B. Owner's Representative/

Highway Construction and Engineering Division (HCED),

Parks Planning and Design Section

C. Refer to the **BCF 170** or Notice to Proceed for contact information.

# 1.3 WORK COVERED BY THE CONTRACT DOCUMENTS

A. The Work set forth in this solicitation includes the furnishing of all labor, supervision, materials, tools, equipment, supplies, transportation and incidentals required for the permitting and construction of the new additional parking at the park as detailed throughout the Contract Documents, as well as those required to meet specified codes, references, and standards.

# 1.4 WORK RESTRICTIONS

A. Work hours shall comply with the Project Schedule requirements. Work may proceed from 7:00 a.m. to 6:00 p.m., on weekdays and non-holidays, unless otherwise indicated. No work is allowed on weekends without prior written permission from the County.

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- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate Sections in preparation for Substantial Completion.
- G. After County occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with the Contract Documents, to minimize disruption of County's activities.
- H. Coordinate Utility installation with each utility provider. Contractor shall include costs for service design and connections to each utility company in its bid prices.

# 1.8 COOPERATION BETWEEN CONTRACTORS

- A. The County reserves the right to contract for and perform other or additional construction on or near the Work covered by this Contract.
- B. When separate contracts are let within or near the limits of the Project, the Contractor shall conduct its Work so as not to interfere with or hinder the progress of completion of the construction performed by other Contractors. Contractors working on the same Project shall cooperate with each other as directed by the County.
- C. The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and save harmless the County from any and all damages or claims.
- D. The Contractor shall arrange its Work and shall place or dispose of the materials being used as not to interfere with the operations of the other Contractors within or near the limits of the Project. The Contractor shall join its Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

# 1.9 TIME FOR PERFORMANCE

- A. The work to be performed under this Contract shall be commenced upon issuance of the Notices to Proceed.
- B. The time limits stated in the Contract Documents are the essence of the Contract. By executing the Agreement, the Contractor confirms that the Time for Completion is a reasonable period for performing the work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the time for completion.
- C. The Contractor, having vast experience in the construction of improvements in South Florida, recognizes that unforeseen conditions occur and that as a normal course of construction there may be rain days, difficulties in obtaining materials and labor, requests for information

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#### **SECTION 01 22 00 MEASUREMENT AND PAYMENT**

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

# 1.1 SUMMARY

- A. The Work set forth in this Project shall include the furnishing of all labor, supervision, materials, tools, equipment, supplies, transportation and incidentals in accordance with the Contract Documents.
- B. No separate payment will be made for any item that is not specifically set forth in the line items below.
- C. Vendors must bid all line items, options, alternates and groups in order to be considered for award.
- D. The County reserves the right to award none, all or any combination of alternates and options as is in the best interest of the County and based upon the availability of funds.

# 1.2 BASE BID - MOBILIZATION (LUMP SUM)

- A. This line item includes include all expenses not specifically listed below but required by the Contract Documents to commence construction such as maintenance of traffic, construction trailer, temporary fencing, temporary utilities, temporary signage and barriers, storage, sanitary facilities, tree protection, erosion and pollution controls, etc. Payment will be based upon the lump sum price for the mobilization paid as a percentage completed, upon verification by the Consultant.
- B. The cost for this line item is not to exceed 3% of the Total Price. This is not a matter of responsiveness, it is merely an instruction to the Vendor/Contractor. Any amount in excess of 3% of the Total Price will be moved under the General Conditions line item and will be paid under the same conditions as the General Conditions. Moving the amount to from one line item to another will not change the Total Price.

# 1.3 BASE BID - PREMIUMS FOR INSURANCE AND BONDS (LUMP SUM)

- A. This line item includes all premiums required to obtain and maintain the required insurance, payment bonds and performance bonds required for this Project. Payment will be based upon the lump sum price paid as a percentage completed, upon verification by the Consultant or County Project Manager.
- B. The cost for this line item is not to exceed 3% of the Total Price. This is not a matter of responsiveness, it is merely an instruction to the Vendor/Contractor. Any amount in excess of 3% of the Total Price will be moved under the General Conditions line item and will be paid under the same conditions as the General Conditions. Moving the amount to from one line item to another will not change the Total Price.

# 1.4 BASE BID - GENERAL CONDITIONS (LUMP SUM)

A. This line item includes, but is not limited to, all expenses which are not included in the other line items yet are required by the Contract Documents, such as supervision including a Superintendent that will be at this job-site on a full-time, project management, permit attainment time, overhead, etc. Payment will be based upon the lump sum price paid as a percentage of the project completed, upon verification by the Consultant or County Project Manager.

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C. It shall be the Contractor's responsibility to verify all existing utility locations. The Consultant and the County take no responsibility or liability for any existing utility conditions.

PART 2 - PRODUCTS (Not Used)

**PART 3 - EXECUTION (Not Used)** 

**END OF SECTION** 

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- The Contractor's unilateral incorporation of non-specified products, materials and equipment into the Work.
- 5. The Contractor's unilateral incorporation of products, materials and equipment into the Work which do not conform to the requirements of the Contract Documents and which are not approved by the County Project Manager and/or Consultant.

# 1.05 SUBMITTALS

- A. <u>Substitution Request Submittal: Submit all substitution requests to the Consultant and County Project Manager (Reviewers) on Document (Form) 01630A. Substitution requests on other forms or submitted by other means will not be reviewed. This completed form should be emailed to the Consultant and County Project Manager.</u>
  - 1. Include the information and documentation required on the document and other information necessary for an evaluation by both the County Project Manager and the Consultant.
  - 2. The burden of proof of the merit of the proposed substitution is upon the Contractor.
  - Substitution requests deemed incomplete or incorrect by the Consultant or County Project Manager shall not be approved.
  - 4. The County Project Manager's approval or disapproval decision, which may be based upon recommendations of the Consultant or County staff, shall be final.
- B. Requests for substitutions will be considered only if received no later than 30 calendar days after receipt of the first Notice to Proceed and prior to issuance of the second Notice to Proceed. Unless due to force majeure, substitution requests received after this deadline shall not be considered for approval.
- C. Contractor shall bear all costs for substitutions affecting permits, letters of authorization, stamped/signed and sealed drawings and inspections. The Consultant and its subconsultants reserve the right to be compensated by the Contractor for the requested review and design time. Prior to submitting a substitution request, Contractor and Consultant shall arrange for payment terms and prices; County will not be involved in this matter.
- D. Identify the product, the fabrication and installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - 1. Product data, including Drawings and descriptions of product, fabrication and installation procedures.
  - 2. Confirm, in writing, that the substituted product is equal to, meets or exceeds <u>each</u> of the criteria listed in the applicable specification or drawing criteria.
  - 3. Completed Document (Form) 01250.
  - 4. Samples, where applicable or requested.
  - 5. A detailed, point by point comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, appearance and design flourishes, performance, color and visual effect.
  - Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate County contractors that will become necessary to accommodate the proposed substitution.
  - 7. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - 8. Cost information, including a proposal of the net deduction, if any, in the Contract Sum.
  - Refer to the basic and minimum product requirements and product option section for more information
  - 10. <u>Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents, and that the substitution will</u>

redesign, permit re-submittal, revised letters of authorization, evaluation services, increase in cost of other construction by the Owner or separate County contractors, and similar considerations.

B. Where a proposed substitution involves the work or services of other contractors or Owner's personnel, the Contractor shall cooperate with all others involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.

# 2.02 COMPLIANCE WITH CONTRACT DOCUMENTS

- A. The Contractor's submittal and Consultant's or County Project Manager's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- B. Replacement of products, materials and equipment not specified or not complying with the Contract Documents is the sole responsibility of the Contractor.

PART 6 - EXECUTION (Not Used)

END OF SECTION

# G. Time Impact Analysis:

- For all Change Orders and Supplemental Instructions where there has been no agreement as to the change's impact on project time, the Contractor shall prepare and submit a Time Impact Analysis illustrating the influence of each change or delay upon the current contract schedule. The Time Impact Analysis shall document:
  - a. A schedule sub-set demonstrating how the Contractor proposes to incorporate the change order or delay into their detailed schedule based upon the date the Change Order or Construction Supplemental Instruction is issued to the Contractor.
  - b. The status of construction at that point in time.
  - c. The start/finish dates of all affected activities utilizing the dates included in the latest updated detailed construction schedule closest to the time of delay or change.
- 2. Submit the Time Impact Analysis as an attachment to each submitted Document 01250B: Change Order Request (Proposal), or within seven days of receipt of a Construction Supplemental Instruction or other event which might delay with progress of the Work.
- 3. When the Contractor does not submit a Time Impact Analysis for a specific change order or delay as an attachment to 01250B: Change Order Request (Proposal), or within the time frames specified for supplementary instructions or other delays, then it is mutually agreed that the particular Change Order, or supplementary instruction delay has no effect on contract time except as otherwise allowed elsewhere within the Contract Documents.
- 4. When approved by the Owner, the sub-nets associated with that particular Change Order, Supplementary Instruction or other delay shall be incorporated into the detailed construction schedule by the Contractor during the first update after such approval.

# 1.4 CHANGE PROCEDURES

- H. Consultant will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on Document 01250F: Consultant's Supplemental Instructions.
- I. The Consultant may issue a Document 01250A: Proposal Request, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
  - Contractor shall prepare and submit an estimate within 14 days after receipt of the Proposal Request in the form of Document 01250B: Change Order Request (Proposal), and its required supporting documentation including Documents 01250C: Proposal Worksheet Detail, 01250D: Proposal Worksheet Summary, and other required documentation as specified above and as might be required by the Consultant or the Owner.
  - Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.
- J. The Contractor may propose a change by submitting a request for change on Document 01250B: Change Order Request (Proposal), to the Consultant, by describing the proposed change and its full effect on the

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- or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum.
- Q. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded and issued as a Change Order upon subsequent approval of the proposed Change by the Owner.
- R. Actual adjustments to the Contract Sum and Contract Time shall not become effective until the changes are formally approved by an Owner approved Change Order. As such, the Contractor may not submit requisitions for payment or make adjustments to the construction schedule until such time as the Owner approves the changes and a Change Order, is issued to the Contractor.

#### 1.6 LUMP SUM PRICE CHANGE ORDER

- S. Content of Lump Sum Price Change Orders shall be based on:
  - Document 01250A: Proposal Request, and Contractor's responsive Document 01250B: Change Order Request (Proposal), with supporting documentation as mutually agreed between the Owner and the Contractor.
  - Contractor's Document 01250B: Change Order Request (Proposal) as recommended by the Consultant and approved by the Owner.
  - Owner and Consultant will sign Change Order and Owner will issue Change Order and modified Purchase Order as authorization for the Contractor to proceed with the changes.
  - 4. Contractor shall sign and date the, Change Order to indicate agreement with the terms therein.

# 1.7 COST PLUS PRICE CHANGE ORDER

- T. The Consultant and Owner will issue Document 01250E: Construction Change Directive, directing the Contractor to proceed with the changes.
- U. At completion of the change, the Contractor shall submit an itemized accounting and supporting data as required above.
- V. Consultant will review and evaluate the cost of such work, the required documentation, and the Contractor's calculations of dollar cost and time.
- W. The Consultant or the Owner may observe the progress of the Work related to Cost Plus Price Change Orders on a full-time basis or as necessary to substantiate the Work.
- X. Consultant and Owner will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.

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# **SECTION 01 29 00 PAYMENT PROCEDURES**

#### PART 1 - GENERAL

#### 9.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 9.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment. Refer to Division 1 for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

# 9.3 **DEFINITIONS**

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

# 9.4 SCHEDULE OF VALUES

- Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to County's Project Manager at earliest possible date but no less than 10 days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Contract name, number and location.
    - b. Name of Consultant or County Project Manager.
    - c. Contractor's name and address.
    - d. Date of submittal.
  - 2. Submit draft of AIA Document G702 / G703 Continuation Sheets.

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- f. Change Order Log and reconciliation
- g. County Direct Purchase items Log
- h. Aerial Photographs (when required)
- i. Compliance with minimum recycling requirements of the Contract
- j. Weekly Construction Photographs
- k. Daily Construction Reports
- 1. Updated Project Schedule and Catch up work plan (if behind schedule)
- m. Backup for any allowance reimbursements
- n. Backup for any project delays
- o. Goal participation reports
- p. Grant reimbursement reports (if required)
- q. Copies of all testing and special inspection reports
- r. Security Affidavit
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between County and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use County's Standard Payment cover sheet with AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Payment Application Forms: Use forms provided by County for Applications for Payment. Sample copies are included at end of this Section.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Consultant or County's Project Manager will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Consultant or County's Project Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. County Business Enterprise (CBE) Forms: With each Application for Payment, submit partial schedule of CBE subcontractor, subconsultant and supplier Monthly Utilization Report (MUR), if required.
- H. Waivers of Liens: When applicable, with each Application for Payment, submit waivers of liens from subcontractors, subconsultants, sub-subcontractors, and suppliers for construction period covered by the previous application.

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PART 11 - EXECUTION (Not Used)

**END OF SECTION** 

- 7. Project closeout activities.
- 8. Startup and adjustment of systems.
- Monthly criminal background screening Affidavit submittal per the Additional Security Requirements for Parks and Recreation portion of the Contract Documents.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 12.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - Indicate functional and spatial relationships of components of Consultant's architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate required installation sequences.
    - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Consultant for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  - 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
  - 3. Number of Copies: Submit six opaque copies of each submittal. Consultant will retain three copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
  - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: To be provided prior to or at the Pre-Construction Conference.
  - 1. Key personnel shall be full time employees of the Contractor. Contractor may not subcontract supervisory responsibilities such as the Superintendent or Project Manager.
  - Owner and Consultant will review all supervisory personnel qualifications. Any individual not acceptable shall be replaced by someone satisfactory to the Owner and Consultant.
    - a. The Consultant or Owner may require replacement of supervisory individuals for poor performance and management, quality control problems, project delays, lack of oversight, etc. The Contractor shall comply with such request within 5 business days.
    - b. Contractor shall provide independently certified background checks, if required, to comply with state and local regulations. Any individual who does not pass the mandated requirements shall be removed immediately and replaced with someone with a clean

- D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
  - 1. Attendees: Consultant, County Project Manager and other County staff as necessary, Contractor, and other entities (subcontractor, supplier or subconsultant) concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements
      - 2) Sequence of operations
      - 3) Status of submittals
      - 4) Deliveries
      - 5) Off-site fabrication
      - 6) Access
      - 7) Site utilization
      - 8) Temporary facilities and controls
      - 9) Hazards and risks
      - 10) Progress cleaning
      - 11) Quality and work standards
      - 12) Status of correction of deficient items
      - 13) Field observations
      - 14) RFIs
      - 15) Pending changes
      - 16) Status of Change Order.
      - 17) Documentation of information for payment requests
  - 3. Minutes: Record and prepare the meeting minutes.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

# 12.7 REQUESTS FOR INFORMATION (RFIs)

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- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Consultant in writing within 10 days of receipt of the RFI response.
- E. Upon receipt of Consultant's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Consultant within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
  - 1. Contract name and number.
  - 2. Name and address of Contractor.
  - 3. RFI description.
  - 4. Date the RFI was submitted.
  - 5. Date Consultant's response was received.
  - Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 13 - PRODUCTS (Not Used)

PART 14 - EXECUTION (Not Used)

**END OF SECTION** 

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- 5. Time for Completion and Delays
- 6. Notices to Proceed
- 7. Authorities having jurisdiction
- 8. Coordination of Work and other on-site projects
- 9. Liquidated Damages
- 10. Background screening requirements and affidavit submittals
- 11. Payment requests and retainage
- 12. Pass-thru allowance requirements, if applicable
- 13. Progress meeting schedule
- 14. Pre-installation meeting requirements and schedule
- 15. Project and Contractor's Signage requirements and limitations
- 16. Media inquiries
- 17. Contractor's Safety Program, OSHA, first aid and confined space requirements, as applicable
- 18. Plan to prevent, control and reduce erosion and water pollution, if applicable
- 19. Site security requirements
- 20. Insurance
- 21. Prevailing Wages or Davis-Bacon Act requirements, if applicable
- 22. Broward County and/or federal small business reporting requirements
- 23. Utility provider and outages
- 24. Office, work and storage areas
- 25. Daily waste removal, recycling and hazardous materials
- 26. Mobilization
- 27. Site restrictions such as noise, traffic, work hours, site access, water, power, parking, etc.
- 28. County program requirements such as workforce
- 29. Deliveries; County will not accept deliveries on behalf of the Contractor
- 30. Record drawings/as-builts
- 31. Shop drawing submittal requirements
- 32. Approved equal submittals
- 33. Sample submittal requirements
- 34. Requests for Information (RFI) submittal requirements
- 35. Updates to the construction schedule
- 36. Change orders
- 37. Site restoration
- 38. Any other project-specific requirements
- 39. Warranty
- 40. Protection of adjacent work and property

1.

- B. County will record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- C. County will distribute minutes of the meeting to the attendees.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

- F. The Contractor shall be responsible for assuring all work sequences are logical and the network shows a coordinated plan for complete performance of the Work. Failure of the Contractor to include any element of work required for performance of the Contract in the network shall not excuse the Contractor from completing all Work within the Contract Time.
- G. Contractor is responsible for monitoring the accuracy and updating the schedules as of the end of each month, or as required by the Consultant, to validate current schedule. The updated schedule shall be included in the monthly report.

#### 1.03 GENERAL

- H. The construction of the project shall be planned, recorded and updated utilizing the Critical Path Method Scheduling (CPM). In addition, all schedules will be cost loaded and resource loaded. The Contractor shall use scheduling software for Windows based operating software, or such other type of cost loaded schedule as the Consultant may approve, but must be compatible with Professional Project Management P6 (Primavera P6). It will be used for coordination, monitoring and payment of all work under the Contract including all activities of the Contractor and its subcontractors, subconsultants and suppliers.
- I. The Contractor's timely execution or performance of all construction related activities shall be in strict compliance with the approved Baseline Schedule. Means and methods of construction in accordance with the Contract Documents will remain the sole responsibility of the Contractor.

# J. COMPUTER PRODUCED SCHEDULE

- The Schedule shall be developed with software compatible with Primavera P6 in order to facilitate
  the Precedence Diagram Method (PDM).
- 2. When applicable, the Contractor shall use the following Schedule / Level Calculation Options:
  - a. When scheduling activities apply Retained logic
  - b. Calculate start-to-start lag from Early start
  - c. Show open-ends as non-critical
  - d. Schedule durations as Contiguous
  - e. Calculate total float as Finish float
- 3. When applicable, the Contractor shall use the following Automatic Cost / Resource Calculation Rules:
  - a. Subtract actual from EAC (Estimate At Completion)
  - b. When quantities change, use current unit prices to re-compute costs: Budget and Estimate to Complete
  - c. Link actual to date and actual this period
  - d. Link budget and EAC for non-progressed activities; calculate variance as Budget EAC.
  - e. Float or slack is defined as the amount of time between the early start date, and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack time is not for the exclusive use of or benefit of either the County or Contractor.

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- 9. Construction activities shall be broken down into recognizable sub-activities so that the activity or sub-activity is no longer than 20 calendar days.
- 10. The Baseline Schedule submitted by the Contractor shall be cost loaded, accompanied by a computer generated and plotted schedule. Contractor shall exercise sufficient care to produce clear, legible and accurate diagrams. The Baseline Schedule shall group activities related to specific physical areas on the diagram for ease of understanding.
- 11. Trade Codes shall be assigned to each activity corresponding to the trade responsible for performing the work described by the activity. Additional Trade coverage shall be added by Contractor or as required by the Consultant and incorporated into the Contractor's schedule. These additional codes shall follow the general CSI Divisions for all Vertical Construction and Contract Schedule of Values for Horizontal construction.
- 12. Responsibility Codes shall be assigned to each activity corresponding to the organization responsible for completing the work described by the activity description. As a minimum, a separate responsibility code shall be used for each subcontractor.

# 1.06 PREPARATION GUIDELINES

- P. The Baseline Schedule shall represent a practical plan to complete the work within the Contract Time.
  - 1. A schedule extending beyond the Contract Time will not be acceptable.
  - 2. A schedule showing the work completed in less than the Contract Time may be found by the Consultant to be impractical.
  - 3. A schedule found by the Consultant to be impractical for the preceding reason or any other reason will be revised by the Contractor and resubmitted.
  - 4. A schedule showing the work completed in less than the Contract Time, which is found to be practical by the Consultant, will be considered to have float. Float is the time between the scheduled completion of the work and the contract Substantial Completion date.

# Q. The Updated Progress Schedule shall:

- 1. Be in sufficient detail to assure adequate planning and execution of the work.
- 2. Be suitable, in the judgment of the Consultant, to allow monitoring and evaluation of progress in the performance of the Work.
- 3. Be a calendar time-scaled logic diagram with a graphical layout illustrating logic ties with an accompanied activity listing identifying detailed predecessors and successors.
- 4. Include time for the Consultant and the Consultant to review submittals or inspect the work.
- 5. Identify the activities, which constitute the controlling items of work or critical path.

# 1.07 SCHEDULE SUBMITTALS

### R. GENERAL SCHEDULE SUBMITTAL FORMAT:

- 1. Logic drawings shall be submitted flat (11 x 17 inches) and reproducible as copies without loss of legibility. Size of plot and number of copies shall be at the discretion of the Consultant.
- 2. Hard copies of listings shall be prepared on separate sheets of 11 x 17 inches or legal sized paper; include three copies of each report.
- Electronic Format: All project files in original file format, as well as .pdf file format, shall be copied and submitted on a CD/DVD or flash drive. A project-specific CD/DVD shall accompany all Contractor submissions.

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- b. A time bar indicating planned / actual activity start and finish dates and actual cumulative percent complete at the end of each monthly reporting period.
- c. A status line as of the end of the reporting period.

#### V. THREE WEEK LOOK-AHEAD SCHEDULE

- Contractor shall provide copies of applicable sections of any Baseline Schedule at the weekly
  progress meetings to show the subsequent Work to be performed during the next three weeks.
  Such three week look ahead schedules shall be further detailed to include coordination activities
  necessary to perform the work in accordance with the Contract Documents.
  - Look Back Schedule: Contractor shall submit one week look back documenting activities in progress or completed in the prior week.

# W. SCHEDULE REVIEW AND APPROVAL

- 1. The Contractor and the Consultant shall meet for joint review of the proposed Preliminary Baseline Schedule. The Contractor shall revise any areas, which, in the opinion of the Consultant, conflict with either the intent of this Section or the timely completion of the Project.
- 2. In the event the Contractor fails to define any element of work activity or logic currently designed and the Consultant's review does not detect this omission or error, such omission or error, when discovered by the Contractor or the Consultant, shall be corrected by the Contractor at the next Updated Progress Schedule (discussed hereinafter).
- 3. After the joint review between the Contractor and the Consultant, the Contractor shall revise the Preliminary Baseline Schedule in accordance with agreements reached during the joint review and submit the revised Preliminary Baseline Schedule in the same form and detail as the Preliminary Baseline Schedule Submittal.
- 4. The Consultant will review all schedule submissions (Preliminary Baseline Schedule, Baseline Schedule, and monthly Updated Progress Schedules) and return reviewed copy within seven calendar days after receipt. If required, the Contractor will resubmit the schedule within seven calendar days after return of reviewed copy.
- 5. Submittal of the Contractor's Baseline Schedule will be a condition precedent to the making of any progress payments under the Contract. All or part of the progress payments may be withheld for work performed during the first 15 calendar days without a submittal of a Preliminary Baseline Schedule, or after the first 30 calendar days without a submitted Baseline Schedule. Failure of the Contractor to obtain approval for the Baseline Schedule as required in the BCF 170 may result in all of the progress payments after 90 calendar days being withheld.
- Acceptance of the Baseline Schedule by the Consultant does not relieve the Contractor of any of its responsibility for the accuracy or feasibility of the Schedule.
- 7. In the event that the accepted Baseline Schedule indicates the Contractor's plan to finish prior to the Contract completion date, the Contractor and the Consultant may execute a Contract modification adjusting the Contract completion date to coincide with the Contractor's planned finish date at no expense to the County.

# X. UPDATED PROGRESS SCHEDULES

- After the Preliminary Baseline Schedule is accepted, it shall be updated monthly until the Baseline Schedule is approved.
- After the Baseline Schedule is accepted, the Schedule shall be updated monthly until Final Completion.
- The Baseline Schedule shall be updated monthly and this monthly update should generate a report that indicates the remaining duration and percent completion for each activity. This report shall

- 1) Physical progress during the report period.
- 2) Plans for the forthcoming report period.
- 3) Potential delays and problems and their estimated effect on performance schedule and overall completion and an explanation of corrective action taken or proposed and its expected effect.
- 4) Identity of current Critical Path items and those items of work with less than fifteen (15) days of float listed by early completion.
- 5) Current Projected start and completion dates.
- 6) Percentage progress during the last period of each major activity.
- 7) Percentage of Change Order completion.
- 8) Percentage of total schedule period consumed.
- 9) Whether the project is on, ahead of or behind schedule.
- 10) Amount of remaining schedule float.
- 11) Goals for next reporting period (such as progress on activities, or problems).
- 12) Proposed revisions to logic and relationships of non-critical activities.
- 13) A financial report with cash expenditure curves and other appropriate graphics from Primavera P6. The Contractor shall submit the narrative progress report to the Consultant once a month or on established dates as scheduled by the Consultant at least two business days before each pencil copy meeting for the Pay Application.
- c. Printout of the Summary Bar Chart indicating progress to the schedule status date.
- d. Periodic Reports: Periodic reporting frequency shall be as specified. The following reports shall be prepared by the Contractor:
  - Activity progress and updating information report. This report shall be comprised
    of an activity listing showing percent completion, remaining duration and actual
    start and finish dates.
  - 2) Schedule modification report. This report documents all changes made to project schedule information, i.e. changes in logic, durations, descriptions, etc. If the type and quantity of modifications become significant, the Consultant may request a new logic diagram at no additional cost to the County.
  - 3) Current Updated Progress Schedule Activity vs. Baseline Schedule Report. This report documents all activities and its early and late drift or variance from the Baseline early and late dates.
- 9. If the Contractor's monthly Updated Progress Schedule reflects, or the Consultant determines, that the Contractor is at least 15 or more calendar days behind the recognized Baseline Schedule for the Project Milestones or an item of work on which is on the critical path, then the Contractor shall submit with the monthly Updated Progress Schedule, or within seven days of a written request from the Consultant, its proposed plan for bringing the work back on schedule and completing the work by the contract completion date(s).
- 10. If the monthly Updated Progress Schedule is rejected, the Contractor shall re-submit the update for approval within seven calendar days. If the re-submittal of the schedule does not occur within seven calendar days, the withholding of progress payments may occur, as detailed in this Specification Section.

# 1.08 REVISIONS TO BASELINE SCHEDULE

- Y. Updating the Schedule to reflect actual progress to date shall not be considered a revision of the Schedule.
- Z. With the County's approval, the Contractor shall revise the Baseline Schedule when one or more of the following conditions occur:

II. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, wind, precipitation and/or saturated soil, to ensure completion of all Work within the Contract Time. Seasonal weather conditions shall be determined by an assessment of mean historical climatic conditions based upon the preceding 10 year records published for the locality by the National Weather Service.

# 1.10 TIME IMPACT ANALYSIS (TIA)

- JJ. When proposed Contract Modifications are initiated or delays are experienced, the Contractor shall submit to the Consultant a written Time Impact Analysis illustrating the influence of each change, delay, or request on any specified intermediate milestone date and the current projected Contract Completion date.
  - Each Time Impact Analysis shall include a fragnet indicating all necessary logic, duration, and demonstrating how the Contractor proposes to incorporate the change or delay into the Baseline Schedule and any additional supporting evidence and documentation that the Consultant deems necessary, as detailed above.
  - 2. The event times used in the analysis shall be those included in the latest Updated Progress Schedule or as adjusted by mutual agreement to reflect project status at the time the delay occurred or notification of the change was issued.
- KK. Where the Consultant has not yet made a final determination as to the amount of time extension, or the parties are unable to agree as to the amount of time extension to be reflected, the Contractor shall reflect that amount of time extension in the Baseline Schedule as the Consultant may determine to be appropriate for such interim purpose. It is understood and agreed that any such interim determination for the purpose of this paragraph shall not be binding upon either party for any other purpose and that, after the Consultant has made a final determination as to any time extension, the Contractor shall revise the Baseline Schedule prepared thereafter in accordance with the final decision.
- LL. It is understood that Schedule Float is not for the exclusive use of either the Consultant or the Contractor. Extensions of time for performance under any and all of the provisions of this Contract will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total float along the critical path involved at the time a delay occurred or notification of a change was issued. It is expressly agreed and understood that the Contractor shall not be entitled to any compensation or damages on account of potential delays which can be avoided by re-sequencing activity times or logic used to sequester float.
- MM. Upon review and concurrence by the Consultant of the Time Impact Analysis to any extension of time for completion of any intermediate contract milestone, time(s) for completion of such milestone(s) will be adjusted by the Consultant through the County Project Manager whether or not time for completion of the Baseline Schedule is changed accordingly. The agreed upon impact to the Work shall be incorporated into the Updated Progress Schedule at the next monthly update.
- NN. Submit three copies of each Time Impact Analysis within seven calendar days after commencement of delay or notice of direction for Change Order is issued.
- OO. Time Impact Analyses related to Change Order Work and/or Contract Time extensions shall be incorporated into and attached to the applicable Change Order. Upon receipt of an approved Change Order modifying the contract completion date, the Contractor shall reissue a new Baseline schedule, without status data, to serve as a modified baseline schedule.

# 1.11 RESPONSIBILITY FOR COMPLETION

PP. The Contractor shall furnish sufficient forces, offices, facilities, tools and equipment, and shall work such hours including night shift and overtime operations, as necessary and as approved, to ensure the

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# SECTION 01 32 26 CONSTRUCTION PROGRESS REPORTING (CPM)

# **PART 18 - GENERAL**

#### 18.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 18.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work.

#### 18.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled.

  The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Consultant.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

- Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
- Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
- 3. Total Float Report: List of all activities sorted in ascending order of total float.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- G. Special Reports: Submit two copies at time of unusual event.

#### 18.5 QUALITY ASSURANCE

A. Scheduling Subconsultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within one business day of Consultant's request.

# 18.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

# **PART 19 - PRODUCTS**

# 19.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals
    required during the first 60 days of construction. List those required to maintain orderly progress
    of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

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- Each activity cost shall reflect an accurate value subject to approval by Consultant or County Project Manager.
- 4. Total cost assigned to activities shall equal the total Contract Sum.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

#### 19.3 PRELIMINARY CONSTRUCTION SCHEDULE

- Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule prior to preconstruction meeting.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 calendar days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

### 19.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using activity-on-node (AON) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 10 calendar days after date established for the first Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of County Project Manager or Consultant's approval of the schedule.
  - Conduct educational workshops to train and inform key Project personnel, including subcontractors' and subconsultants' personnel, in proper methods of providing data and using CPM schedule information.
  - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 4. Use "one workday" as the unit of time. Include list of nonbusiness days and holidays incorporated into the schedule.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

- In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
- b. Submit value summary printouts three days before each regularly scheduled progress meeting.

# 19.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of Contractor's personnel at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (refer to special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Construction Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial Completions and occupancies.
  - 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation or information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

# 19.6 SPECIAL REPORTS

A. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

# **SECTION 01 32 33 PHOTOGRAPHIC DOCUMENTATION**

#### **PART 21 - GENERAL**

#### 21.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

# 21.2 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who is regularly engaged as a professional photographer of construction projects.

# 21.3 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building (if applicable) with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.
- B. Construction Photographs: Submit three sets of prints or two CD/DVDs with each payment application.
- C. Acceptable Color Photography Media:
  - 1. 35 mm, medium speed (ISO 100-200) camera or
  - 2. 15 megapixel (minimum) digital camera

# D. Acceptable Size Formats:

- Minimum 3200 by 2400 pixels with same aspect ratio as the sensor, uncropped, date and time stamped and without watermarks or
- 2. 8 by 10 inch smooth-surface matte prints on single-weight commercial-grade photographic paper, enclosed back to back in clear plastic sleeves that are punched for standard 3-ring binder.

# E. Identification:

- 1. Digital Format: Provide on a CD/DVD, in a plastic jewel case:
  - a. For the JPEG file naming convention, use the following format: date the picture was taken (MMDDYYYY), Contract Number, and then by the picture number (###). Example: 02172018-PW1411C1-001 (February 17, 2018 Contract PW1411C1 Picture 001).
  - b. For the jewel case and on the front of the CD/DVD, provide the following information:
    - 1) Contract name and number.
    - 2) Name and contact information for the Photographer.
    - 3) Name of Contractor.
    - 4) Date photographs were taken.
- For non-digital photography, on the back of each print, provide an applied label or rubber-stamped impression with the following information:

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- C. Pre-construction Photography: Before starting construction and/or demolition, take color photographs of Project site and surrounding properties, including existing items to remain during construction and those that will be re-located, from different vantage points.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take at least eight photographs to show existing conditions adjacent to property before commencement of the Work.
  - 3. Take at least eight photographs of existing buildings or important features either on or adjoining property to accurately record physical conditions at start of construction.
  - Take additional photographs to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take at least four aerial color photographs monthly, with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take at least eight color photographs after date of Substantial Completion for submission as Project Record Documents. Consultant or County Project Manager will direct Photographer for desired vantage points.
  - 1. Do not include date stamp.
- F. Additional Photographs: Consultant or Owner may issue requests for additional photography in addition to periodic photography specified. Additional photography will be paid for by Change Order and is not included in the Contract Sum.
  - 1. Consultant or Owner will provide Photographer three calendar days' notice when feasible.
  - In emergency situations such as prior to a storm, take additional photographs within 24 hours of request.
  - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Immediate follow-up when on-site events result in construction damage or losses.
    - b. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - c. Substantial Completion of a major phase or component of the Work.
    - d. Extra record photographs at time of final acceptance.

# **END OF SECTION**

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- Initial Review: Allow 15 calendar days for initial review of each submittal. Allow additional
  time if coordination with subsequent submittals is required. Consultant or County Project
  Manager will advise Contractor when a submittal being processed will be delayed for
  coordination.
- Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3. Resubmittal Review: Allow 15 days for review of each re-submittal.
- 4. Sequential Review: Where sequential review of submittals by Consultant or County Project Manager or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - Provide space on the label or beside the title block to record Contractor's review and approval markings and action taken by Consultant or County Project Manager.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Contract name and number.
    - b. Date.
    - c. Name and address of Consultant.
    - d. Name of County Project Manager.
    - e. Name and address of Contractor.
    - f. Name and address of applicable subcontractor or supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
- E. Deviations: Highlight, encircle, and otherwise legibly and clearly identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Consultant or County Project Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Consultant or County Project Manager.
  - Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

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- 2. Electric
  - Group 1: Lighting Fixture package, switch gear, etc.
  - Group 2: Site Lighting and pole wind load calculations.
  - Group 3: Surge Protection.
- 3. Technology
  - Group 1: Security System CCTV and Access Control Package.
  - Group 2: Phone, Data, Communications Package.
  - Group 3: Audio / Visual Package.
  - Group 4: Burglar Intrusion Alarm System
- 4. Plumbing: Plumbing fixture package, piping, and accessories.
- 5. Structure
  - Group 1: Foundation rebar, soil compaction reports, concrete mix, concrete block, column rebar.
  - Group 2: Walls, Floors and Roof framing systems, miscellaneous steel,
  - Group 3: Miscellaneous metals, exterior misc. framing, etc.
- 6. Architecture
  - Group 1: All interior finishes, etc.
  - Group 2: Exterior finishes, roofing, stucco, reglets, trims, reveals, veneers, etc.
  - Group 3: Casework and Counters
  - Group 4: Railings
  - Group 5: Site Amenities, fencing, etc.
  - Group 6: Restroom Accessories
  - Group 7: Curtainwall, doors, hardware, windows, etc.
  - Group 8: Misc. Specialties
  - Group 9: Appliances
- 7. Civil and Landscape
  - Group 1: Water, sewer, drainage piping, fittings, structures, etc.
  - Group 2: Paving, detectable warning, signage, flag poles, etc.
  - Group 3: Hardscape
  - Group 4: Landscape and Irrigation

## **PART 25 - PRODUCTS**

# 25.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - Number of Copies: Submit six copies of each submittal. Submit additional copies where copies
    are required for operation and maintenance manuals or building department. Consultant or
    County Project Manager will retain three copies; remainder will be returned. Mark up and retain
    one returned copy as a Project Record Drawing.
  - Initial six copies are for the following: Consultant or County Project Manager, Contractor, subcontractor, and Record Copy for closeout.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

- b. Product name and name of manufacturer.
- c. Sample source.
- d. Number and title of appropriate Specification Section.
- 3. Disposition: Maintain sets of approved samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections
  of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Consultant or County Project Manager will return submittal with options selected.
- 5. Samples for Verification: Submit full-size units or samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of samples. Consultant or County Project Manager will retain one sample set; remainder will be returned. Mark up and retain one returned sample set as a Project Record Sample.
    - Submit a single sample where assembly details, quality of work, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
  - Number of Copies: Submit six copies of product schedule or list, unless otherwise indicated. Consultant or County Project Manager will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- F. Submittals Schedule: Comply with requirements of Division 1.

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- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that the manufacturer and offered products comply with requirements in the Contract Documents.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that materials comply with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements of the Contract Documents.
- M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1.
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

# **PART 26 - EXECUTION**

#### 26.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Consultant or County Project Manager.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

## 26.2 CONSULTANT'S ACTION

- A. General: Consultant or County Project Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Consultant or County Project Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Consultant or County Project Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Final Unrestricted Release: Where the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents; acceptance of the work will depend upon that compliance. Marking: "No Exceptions taken".
  - 2. Final-But-Restricted Release: When the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with both the Consultant or County Project Manager's notations or corrections on the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance. Marking: "Make corrections noted".
  - 3. Returned for Re-Submittal: When the submittal is marked as follows, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Consultant or County Project Manager's notations stating the reasons for returning the submittal; re-submit the submittal without delay. Repeat if necessary to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.

Marking: "Rejected", "Revise and Resubmit" or "Submit Specified Item"

C. Informational Submittals: Consultant or County Project Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Consultant or County Project Manager will forward each submittal to appropriate party.

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#### **SECTION 01 35 00 SPECIAL PROCEDURES**

# **PART 27 - GENERAL**

# 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

B. This Section includes administrative and procedural requirements for hurricane, flood and storm precautions.

# 1.03 HURRICANE, FLOOD, STORM AND OTHER PERILS PROTECTION

- C. In the event the National Weather Service issues a Hurricane or Flood watch:
  - 1. Contractor shall cease all regularly scheduled construction activities.
  - 2. Contractor shall take immediate action to secure the building and the site.
  - 3. Secure all loose materials, supplies, debris, equipment, etc.
  - 4. All openings in the building exterior shall be boarded up with minimum 3/4 inch plywood, 2 x 4 lumber, and tap-cons.
  - 5. Any construction material or equipment that has been delivered to the site with the intent of being used for the project shall be secured within the building or within a sealed and covered metal shipping container placed above the 100-year flood elevation.
  - 6. Tie down construction trailer, storage shed, etc. with tie down cables secured to ground anchors.
  - 7. Contractor shall make arrangements to secure pumps, dehumidifying equipment, generator, and fuel prior to the storm in the event those items are needed for clean-up.
  - 8. Contractor shall prepare a project damage assessment report no later than 72 hours after the storm conditions have ceased. A copy of the report shall be sent to the Owner, the Consultant and the Contractor's insurance company providing builder's risk/wind storm coverage.
  - 9. Contractor shall prepare an updated project schedule no later than seven days after the storm conditions have ceased. Highlight any delays to the project specifically caused by the storm event. Consideration shall be made for availability or shortage of labor, material supplies, equipment, and any delays in shipments.

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- 4. Clean site of loose debris, tools and materials:
  - a. Broom clean entire project inside of building and outside.
  - b. Empty and secure all trash containers: remove trash from site.
  - c. Ensure that no part of the Owner's or adjacent properties will suffer damage from windblown debris originating on the project site.

# 5. Protection of the Work:

- a. Pour any slabs, columns or beams that are available and ready to be poured.
- b. Secure all loose objects, both inside and outside.
- c. Band all loose materials on the site with metal straps. Secure banded materials to floors and columns.
- d. Make projects as wind and watertight as possible by covering all openings with plywood or shutters as appropriate to the level of finish of the Work.
- e. Power down energized buildings prior to leaving the site before the storm.
- f. Lower all cranes and freewheel all tower cranes.
- Tower Cranes: Verify requirements for additional shoring or bracing with engineers and provide if necessary to withstand anticipated wind pressures.
  - a. Check all material hoists to insure that hoist platforms are on the ground and that all towers are securely in place.

# 7. Temporary Facilities:

- a. Bring all jobsite files, computers, electronic equipment, appliances, levels, small tools into the main office or temporarily relocate them to a safe and secure location.
- b. Secure temporary buildings and shutter openings.
- c. Power down energized buildings prior to leaving the site before the storm.
- 8. Ensure security and safety of the site prior to storm.
- 9. Ensure workers have personally prepared for the storm and are instructed to return as soon as possible after the storm is past.

# F. Post-Storm Activities

- 1. Photograph the project site immediately upon return.
- 2. Coordinate and cooperate with Owner and Consultant to assess damage.
- 3. Ensure immediate safe re-mobilization of site and workforce.
- 4. Ensure minimized impact on project schedule.

# PART 28 - PRODUCTS (Not Used)

# PART 29 - EXECUTION (Not Used)

# **END OF SECTION**

- P. HCED: Broward County Highway Construction and Engineering Division.
- Q. Install: Operations at the project site including the actual unloading, temporary storage, unpacking assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations. To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- R. Installer: Contractor, or a subcontractor of the Contractor, that performs a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the services they are to perform under this Contract and licensed in accordance with the authorities having jurisdiction.
- S. Indicated: refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- T. Manufacturer: Person or entity who produces materials or equipment for the Work, including that manufactured to a special design, but who does not perform labor (such as installation or testing) at the Project site.
- U. Notice to Proceed (NTP): Written notification letter to Contractor authorizing the commencement of the activities identified in the notice or described in the Contract Documents. Each project will require a project-specific NTP and should include the date of work commencement, time for completion and contact information for the applicable County's Project Manager and Consultant.
- V. Project site: is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing work as part of a project.
- W. Provide: To furnish/supply and install, complete and ready for the intended use.
- X. Regulations: Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work regardless of whether they are lawfully imposed by governing authority or not.
- Y. Responsibility: Contractor is responsible for the work and products provided by its subcontractors, consultants, suppliers and manufacturers. Any issues or problems with any of the above shall be resolved by and through the Contractor.
- Z. Subcontractor: A person, firm or corporation having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked. This includes all fabricators and installers.
- AA. Supplementary Conditions: shall include any documentation added to the Contract Documents including, but not limited to, addenda, RFIs, reports, meeting minutes, change orders, etc.
- BB. Supplier: Person or entity who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor (installation) at the site.
- CC. Testing Agencies: Entity hired to perform specific inspections or tests, either at the Project site or elsewhere, and whom will report on and, if required, to interpret results of those inspections or tests.
- DD. Additional and similar information can be found in other Division 1 sections.

## 1.03 CODES AND STANDARDS

- EE. Except where earlier editions are specifically indicated, latest editions with current revisions and amendments of the following codes and standards are considered minimum requirements for materials, quality of work and safety where not covered elsewhere in these specifications.
- FF. Codes and Standards:
  - 1. Obtain copies of the following regulations (unless otherwise indicated) and retain at the project site, available for reference by parties who have a reasonable need for such reference:
    - a. Florida Building Code (FBC) latest edition and revisions including Broward County amendments and high velocity wind zone requirements
    - Florida Fire Prevention Code, latest edition and revisions including Broward County amendments

- 3. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- 4. Abbreviations: Actual word abbreviations of a self-explanatory nature may be included within the Project Manual. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specifications with notations on drawings and schedules. These abbreviations are frequently defined in the specification section at the first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural word will be interpreted as singular where applicable and where full context of the Contract Documents so indicates. Refer instances of uncertainty to the Consultant for decision prior to proceeding.
- 5. Named Product and Basis of Design: In addition to the language included in the General Conditions, this is intended to establish a minimum standard in terms of form, fit, function, quality, dimensions, performance, physical properties and appearance, design, theme and other characteristics.

# 1.06 INDUSTRY STANDARDS

- NN. Applicability of Standards. Unless the Contract Documents include more stringent requirements, applicable construction industry standards shall have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Refer to Division 1 for codes and standards that the Contractor must have available at the Project site.
- OO. Publication Dates. Contractor shall comply with the standards in effect as of the date of the Contract Documents. Updated Standards: At the request of the Consultant, Contractor, or authority having jurisdiction, submit a Change Order proposal where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Consultant and Owner will decide whether to issue a Change Order to proceed with the updated standard.
- PP. Conflicting or Overlapping Requirements. Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, Contractor shall comply with the most stringent requirement, and shall refer uncertainties and requirements that are different but apparently equal to the Consultant for a decision before proceeding.
  - Minimum Quantity or Quality Levels. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Contractor shall refer uncertainties to the Consultant for a decision before proceeding. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
  - 2. Trades: Use of titles such as "carpentry" are not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
- QQ. Copies of Standards. Each entity engaged in construction on the Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

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- 17. AISI: American Iron and Steel Institute
- 18. AITC: American Institute of Timber Construction
- 19. ALSC: American Lumber Standard Committee
- 20. AMCA: Air Movement and Control Association
- 21. ANSI: American National Standards Institute
- 22. APA-APA: Engineered Wood Association
- 23. APA: Architectural Precast Association
- 24. ARI: Air-conditioning & Refrigeration Institute (See AHRI)
- 25. ASA: American Subcontractors Association
- 26. ASC: Associated Specialty Contractors
- 27. ASCE: American Society of Civil Engineers
- 28. ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers
- 29. ASME: American Society of Mechanical Engineers
- 30. ASPE: American Society of Plumbing Engineers
- 31. ASSE: American Society of Safety Engineers
- 32. ASTM: American Society for Testing of Materials
- 33. ATIS: Alliance for Telecommunications Industry Standards
- 34. AWEA: American Wind Energy Association
- 35. AWG: American wire gauge
- 36. AWI: Architectural Woodwork Institute
- 37. AWPA: American Wood Protection Association
- 38. AWS: American Welding Society
- 39. AWWA: American Water Works Association
- 40. BHMA: Builders Hardware Manufacturers Association
- 41. BIA: Brick Industry Association
- 42. BCI: Building Code Inspector
- 43. BPQI: Building Performance Quality Institute
- 44. BTU: British thermal unit
- 45. CADD: Computer-aided design and drafting; the County uses AutoCAD 2017
- 46. CCTV: Closed circuit television
- 47. CD/DVD: Compact disc or digital video disc
- 48. CFR: Code of Federal Regulations
- 49. CIMA: Cellulose Insulation Manufacturers Association
- 50. CISCA: Ceilings & Interior Systems Construction Association
- 51. CLFMI: Chain Link Fence Manufacturers Institute
- 52. CPSC: Consumer Product Safety Commission
- 53. CRRC: Cool Roof Rating Council
- 54. CRSI: Concrete Reinforcing Steel Institute
- 55. CSI: Construction Specifications Institute
- 56. CFC: Chlorofluorocarbon
- 57. CMU: Concrete masonry unit
- 58. CY and cy: Cubic yard
- 59. Degrees F: Degrees Fahrenheit
- 60. DOE: Department of Energy
- 61. EPA: Environmental Protection Agency62. EPDM: Ethylene propylene diene monomer
- 63. FAA: Federal Aviation Administration
- 64. FBC: Florida Building Code
- 65. FCC: Federal Communications Commission
- 66. FDEP: Florida Department of Environmental Protection
- 67. FDOT: Florida Department of Transportation
- 68. FGMA: Flat Glass Marketing Association
- 69. FM: Factory Mutual
- 70. FRSA: Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
- 71. FSC: Forest Stewardship Council
- 72. Ft<sup>2</sup>: : Square foot

- 129. OESBD: Broward County Office of Economic and Small Business Development
- 130. OITC: Outdoor-indoor transmission class
- 131. Oz: Ounce
- 132. Pa: Pascal
- 133. PBDE: Polybrominated diphenyl ethers
- 134. PCA: Portland Cement Association
- 135. PDF and .pdf: Portable Document Format
- 136. PCB: Polychlorinated Biphenyl
- 137. PCI: Precast/Prestressed Concrete Institute
- 138. PM: Particulate matter
- 139. PPE: Personal protective equipment
- 140. PPM: Parts per million
- 141. PSI: Pounds per square inch
- 142. PSF: Pounds per square foot
- 143. PSM:
- 144. QA: Quality assurance
- 145. QC: Quality control
- 146. RCSC: Research Council on Structural Connections
- 147. RFI: Request for Information or Interpretation
- 148. SAE Society of Automotive Engineers
- 149. SDI: Steel Door Institute
- 150. SF: Square foot
- 151. Sq. Ft.: Square foot
- 152. SWPPP: Storm Water Pollution Prevention Plan
- 153. SFWMD: South Florida Water Management District
- 154. SPIB: Southern Pine Inspection Bureau
- 155. SMCCNA or SMACNA: Sheet Metal and Air Conditioning Contractors' National Association
- 156. SSPC: The Society for Protective Coatings
- 157. TAS: Testing Application Standard
- 158. TCA: Tilt-up Concrete Association
- 159. TCA: Tile Council of North America
- 160. TCNA: Tile Council of North America
- 161. TPI: Truss Plate Institute
- 162. TRI: Tile Roofing Institute163. UL: Underwriters Laboratories
- 164. UON: Unless otherwise noted
- 165. USACE: Unites States Army Corps of Engineers
- 166. USDA: United States Department of Agriculture
- 167. VOC: Volatile organic compound
- 168. WCLIB: West Coast Lumber Inspection Bureau
- 169. WWPA: Western Wood Products Association

### PART 31 - PRODUCTS (Not Applicable)

PART 32 - EXECUTION (Not Applicable)

**END OF SECTION** 

**SECTION 01 43 00 QUALITY ASSURANCE** 

**PART 33 - GENERAL** 

### 33.1 RELATED DOCUMENTS

### 33.5 MANUFACTURER'S FIELD SERVICES

- A. If manufacturer is not listed as an approved manufacturer in the Drawings or specifications, submit qualifications of manufacturers, suppliers, distributors or other entities' observers to Consultant and County at least 30 days in advance of required observations. The Observer is subject to approval by Consultant and County, and County reserves the right to replace any observer for whom reasonable objection is made.
- B. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of work, or other conditions as applicable, and to initiate instructions when necessary.
- C. Individuals will report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 15 days of observation to County for review.

### 33.6 SUPPLIER AND MANUFACTURER QUALIFICATIONS

- A. Suppliers are required to be experienced in the services they are engaged to perform and the products they are to supply.
- B. County reserves the right to require replacement of any Supplier to whom reasonable objection is made by County or the Consultant.
- C. Refer to the References specification for additional qualifications.

### 33.7 PROFESSIONAL ENGINEER QUALIFICATIONS

A. A Professional Engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

### 33.8 TESTING AND INSPECTION AGENCY QUALIFICATIONS

- A. An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities. Prior to testing and inspecting, this agency shall disclose any conflict of interest to the Building Official, Consultant and County Project Manager
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7, as amended.

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### **SECTION 01 45 00 QUALITY CONTROL**

### PART 36 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

B. This Section includes administrative and procedural requirements for quality control.

### 1.03 CONTRACTOR'S QUALITY CONTROL

- C. Monitor quality control over suppliers, subcontractors, manufacturers, products, services, site conditions, and work quality, to produce Work of specified quality.
- D. Comply fully with manufacturers' instructions, including each step in sequence except where those instructions are superceded by more exacting or stringent requirements in the Contract Documents.
- E. Should manufacturers' instructions conflict with Contract Documents, request clarification from County Project Manager or Consultant before proceeding.
- F. 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 quality of work.
- G. Perform work by persons qualified to produce work of specified quality.
- H. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

### 1.04 FIELD SAMPLES AND MOCK-UP REQUIREMENTS

- I. Field Samples and Mock-Ups:
  - 1. Erect at the Project site at location acceptable to the County Project Manager and Consultant.
  - Construct each sample or mock-up complete, including all work of all trades required in finishing the Work.
- J. Provide field samples and mock-ups identical with final condition the proposed materials or products for the Work.
  - 1. Include "range" of samples (not less than 3) where unavoidable variations must be expected, and describe or identify variations between units of each set.
  - 2. Provide full set of optional field samples where Consultant's selection is required. Prepare samples to match Consultant's sample where so indicated.
- K. Include identification on each field sample or mock-up, with full Project information as required in Division 1.

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### 1. On-Site Inspections:

- a. Requests for Inspection: For on-site inspections (for work with-in County's property line), notify County a minimum of one business day prior to the time of the requested inspection. Inspections requested which fall on weekends or holidays observed by County will be scheduled for the next business day except for exceptional circumstances approved by County in advance. Provide a simultaneous notification to the County Project Manager or Consultant that the Request for Inspection has been made. Coordinate and make arrangements for an Independent Testing Laboratory or other testing agency if one is required to be present at or participate in the inspection.
- b. Cooperate with and facilitate the inspection by providing incidental labor and facilities:
  - 1) To provide access to Work to be inspected.
  - To obtain and handle samples at the site or at source of Products to be inspected or tested.
  - 3) To facilitate tests and inspections.
  - 4) To provide storage and curing of test samples.
  - 5) Maintaining complete set of submittals on site as specified elsewhere and having them available for the inspector's use.

### 2. Off-Site Inspections:

- a. Requests for Inspection: Request inspection from the respective jurisdictional agency according to that agency's standard request procedures. Notify the inspector and the County Project Manager and Consultant a minimum of one business day prior to the time of the requested inspection. Coordinate and make arrangements for an Independent Testing Laboratory or other testing agency if one is required to be present at or participate in the inspection.
- b. Inspections will be conducted by the inspector representing the respective jurisdictional agency in the presence of the inspector, County Project Manager and the Consultant.
- c. Cooperate with and facilitate the jurisdictional agency's inspection by providing incidental labor and facilities:
  - 1) To provide access to Work to be inspected.
  - To obtain and handle samples at the site or at source of Products to be inspected or tested.
  - 3) To facilitate tests and inspections.
  - 4) To provide storage and curing of test samples.
- d. Provide Inspection Report as specified below.

### 3. Non-Conforming Work

- a. Re-execute or correct Work identified during inspections as deficient.
- b. Upon completion of re-executed or corrected Work, request re-inspection following procedures specified above.

### Z. Inspection Reports:

- After each inspection promptly submit three copies of inspection report to Consultant and County Project Manager.
- 2. Include the following:
  - a. Date issued.

- Installation of all structural elements including: furring, firestops, nailers, anchors, and bracing and
- Completion of inspections for rough-in electrical, plumbing and HVAC systems.
   Refer to mandatory inspections for each of these respective systems.

### n. Insulation:

- Interiors: Inspection prior to installation of wallboard or other wall/partition systems.
- 2) Exteriors: Inspection prior to application of finish systems.
- o. Lathing: Inspection prior to application of plaster, stucco or other coatings, and after installation of lath and all accessory items (plaster stops, expansion and corner beads, etc).
- p. Plaster Base: Inspection prior to application of plaster basecoat and after installation of plaster base (including gypsum board, wire lath, and masonry type bases) and all associated accessories including corner beads, expansion joints, strip reinforcing, and nailers for molding, trim and other items.
- q. Wallboard Systems:
  - 1) Screw inspection prior to application of joint reinforcement and joint compounds.
  - Installation inspection after application of joint reinforcement and joint compounds, completion of sanding and preparation for finish material application or painting.
- r. Curtain Wall: Inspection at each floor level prior to concealing curtain wall attachments to structural substrate.
- s. Store Front: Inspection prior to concealing storefront attachments to structural substrate.
- t. Windows and Glass Doors: Inspection prior to concealing window and door attachments to structural substrate.
- u. Overhead Coiling Doors: Upon completion of installation of frame.
- v. Glass Block: Upon completion of installation of frame.
- w. Hardware: Upon completion of installation hardware.
- x. HVAC Systems:
  - 1) HVAC Systems curbs and stands
  - Underground: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
  - 3) Piping
  - 4) Chiller
  - 5) Insulation
  - 6) Duct Work
  - 7) Controls

### y. Electrical:

- 1) Lightning Protection
- 2) Communications and audio/visual equipment attachments
- Underground: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- 4) Temporary service
- 5) Duct bank
- 6) Slab
- 7) Rough
- 8) Trim
- z. Plumbing:

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### **PART 38 - EXECUTION**

### 3.01 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- B. Comply with Contract requirements regarding specialized activities such as carpentry, concrete, landscaping, etc.
- C. Protect construction exposed by or for quality control service activities and protect repaired construction.
- D. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.
- E. Additional services included but not limited to professional services which are necessary and or required due to repairs or inspections is the responsibility of the Contractor.

### **END OF SECTION**

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B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### 39.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Contractor assumes responsibility for operation, maintenance, and protection of each permanent and temporary service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### 39.7 EXISTING CONDITIONS

- A. The Contractor is required to perform the needed work for its construction effort in a way that does not disturb the function or interrupt ongoing operations of the project site. All work must be coordinated and scheduled with approval from County staff.
- B. Contractor shall provide temporary chain link fencing at the perimeter of the construction area.
- C. Also provide barricades, signage, and all other means necessary to protect the public from harm.
- Contractor shall provide protected temporary access paths to all existing park facilities adjacent to the construction area.
- E. Contractor shall frequently remove all construction debris from the protected temporary access paths and areas outside the work limits, but not less than once a day.
- F. Contractor shall remove temporary paths and restore those areas after the construction work is complete.

### **PART 40 - PRODUCTS**

### 40.1 MATERIALS

- A. Temporary Chain-Link Fencing: Unless stated otherwise in the Drawings, provide a minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6-feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8 inch OD corner and pull posts, with 1-5/8 inch OD top rails. Provide screen mesh vision barrier. Provide minimum (2) 12 feet wide x 6 feet high gates for construction access. Refer to Drawings and for more information.
- B. Common-Use Construction Trailer: Pre-fabricated or mobile units with serviceable finishes, sanitation, temperature controls, and foundations adequate for normal loading and sufficiently sized to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
  - Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical
    power service and 120-Volt duplex receptacles, with not less than one receptacle on each wall.
    Furnish room with conference table, chairs, and tack board.
  - Drinking water and sanitary facilities including private toilet and sink, including hook-up to water supply.
  - Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 degrees Fahrenheit.

- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead, unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use construction trailer for use by all construction personnel.
  - 1. At each telephone or in a common area of the construction trailer, post a list of important telephone numbers including:
    - a. Police and fire departments
    - b. Applicable Building Department
    - c. Contractor's main office
    - d. Consultant's office
    - e. County Project Manager
    - f. Superintendent
    - g. Contractor's Project Manager
    - h. Contractor's Superintendent
    - i. Principal subcontractors' and suppliers' offices
  - 2. Provide Superintendent and Project Manager with cellular telephone or portable two-way radio for use when away from Contractor's main office.
- J. Electronic Communication Service: Provide internet connection such as Wi-Fi to access the internet and electronic mail.

### 41.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241, as amended.
  - Maintain support facilities until near Substantial Completion. Remove before Substantial
    Completion. Personnel remaining after Substantial Completion will be permitted to use
    permanent facilities, under conditions acceptable to Owner.

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- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in other Division 1 sections.
- C. Storm water Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in other Division 1 sections.
- E. Pest Control: If applicable to the project, obtain the services of a licensed and insured pest control provider to recommend procedures to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials. Provide termite protection and warranty if required, see termite control section for more information.
- F. Site Enclosure Chain Link Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - Extent of Fence: On all sides containing the full extent of the work area to the edge of pavement or public sidewalk. Maintain access to public sidewalk.
  - 2. Warning signs and barricades including as noted above.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Prior to the Owner taking full possession, Contractor will be fully responsible for replacing any items damaged, destroyed, or removed by vandalism, theft, etc.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting. Protection for work in or adjacent to any right-of-way shall comply with Florida Department of Transportation (FDOT) standards.
- I. Temporary Protection: The Contractor shall provide safe access to and from entranceways and/or exits from existing buildings and trailers. This may include overhead protection in some areas, with planking or other means when within fenced-in work areas. Also, temporary protection shall be provided at openings through floors or roofs and at edges of slabs in construction areas.
- J. The Contractor shall provide necessary weather protection against rain, wind, storms, or heat so as to maintain work, materials and existing building areas free from damage. Cover new work likely to be damaged at the end of each day's work.
- K. Contractor shall be responsible for the protection of adjoining areas and materials, including glass, when welding, flame cutting or performing any other operation requiring the use of flame, arcs or sparking devices in the course of the work. Use only flame-proof type tarpaulins.

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### **SECTION 01 51 00 TEMPORARY UTILITIES**

### **PART 42 - GENERAL**

### 42.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 42.2 SUMMARY

A. This Section includes requirements for temporary utilities.

### 42.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the receipt of the second Notice to Proceed. At the earliest feasible time, after Substantial Completion and when acceptable to the Consultant and County Project Manager and Owner, change over from use of temporary service to use of the permanent service.

### 42.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
  - 1. Health and safety regulations such as OSHA and CFR 29
  - 2. Utility company requirements
  - 3. Police, Fire Department and Rescue requirements
  - 4. Environmental protection regulations
  - 5. Others as noted in the Reference Standards specifications and on the Drawings

### B. Comply with:

- 1. Comply with NFPA Code 241, as amended
- ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition" as
- 3. NECA Electrical Design Library "Temporary Electrical Facilities" as amended
- C. Refer to the latest edition of the "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC, ASA and ASC, for industry recommendations.

### D. Electrical Power Cords:

- 1. Provide grounded extension cords; use "hard service" cords where exposed to abrasion and traffic.
- Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will
  not reach areas where construction activities are in progress.

### E. Lamps and Light Fixtures:

- 1. Provide general service lamps of wattage required for adequate illumination.
- 2. Provide guard cages or tempered glass enclosures, where exposed to breakage.
- 3. Provide exterior or waterproof lamps and light fixtures where exposed to moisture.
- F. Heating and Cooling Units: Provide temporary heating units, as required to maintain proper environmental conditions for the work. Provide units that have been tested and labeled by UL or another recognized trade association related to the type of fuel being consumed.

### **PART 44 - EXECUTION**

### 44.1 INSTALLATION

- A. Use experienced personnel for installation of temporary utilities and conform to the workforce composition and supervision requirements specified elsewhere in the Contract Documents.
- B. Locate temporary utilities where they will serve the Project adequately and result in minimum interference with performance of the Work or existing.
- C. Provide each temporary utility ready for use when needed to avoid delay.
- D. Maintain and modify as required.
- E. Do not remove until temporary utilities are no longer needed, or are replaced by authorized use of completed permanent utility.

### 44.2 TEMPORARY UTILITY INSTALLATION

### A. General Requirements:

- Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
- Arrange with the utility company and Owner for a time when service can be interrupted, where
  necessary, to make connections for temporary services. The Consultant and County Project
  Manager will coordinate service interruptions scheduling with the occupants of existing facilities.
- Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked in services.
- Coordinate with Consultant and Owner to obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
- 5. Usage Charges: Cost or usage charges for temporary facilities are not chargeable to the Owner or Consultant and will not be accepted as a basis of claims for a Change Order. These costs are included in the General Conditions or Mobilization line items.

### 44.3 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary utilities. Limit availability of temporary utilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain temporary utilities in good operating condition until removal. Protect from damage by heat, humidity, and similar elements including brief periods of unexpected cold conditions.
  - Maintain operation of temporary, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Protection: Maintain markers for underground lines. Protect from damage during excavation operations.

### C. Termination and Removal:

- Unless the Consultant or County Project Manager requests that it be maintained longer, remove
  each temporary facility when the need has ended, or when replaced by authorized use of a
  permanent facility, or no later than Substantial Completion.
- 2. Complete and restore permanent construction that may have been delayed because of interference with the temporary facility.
- 3. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

END OF SECTION

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### **PART 46 - PRODUCTS**

### **46.1 MATERIALS**

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than two inches in diameter; and free of weeds, roots, and toxic and other non-soil materials.
  - 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.
- B. Chain-Link Fence around Tree Protection Zone: Refer to the applicable section or drawing regarding chain link fencing.
- Organic Mulch: Shredded hardwood, Ground or shredded bark, wood and bark chips, free of deleterious materials.

### **PART 47 - EXECUTION**

### 47.1 PREPARATION

- A. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
  - Install chain-link fence according to ASTM F 567, manufacturer's written instructions and other
    applicable requirements of the Contract Documents.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Mulch areas inside tree protection zones and within drip line of trees to remain and other areas indicated.
  - Apply three inches average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.
- D. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- E. Maintain tree protection zones free of weeds and trash.
- F. Do not allow fires within tree protection zones.

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- 1. Type of Pruning: Cleaning, Thinning, and Raising.
- 2. Specialty Pruning: Restoration, Vista, Palm, and Utility.
- D. Cut branches with sharp pruning instruments; do not break or chop.
- E. Chip removed tree branches and dispose of off-site.

### 47.5 TREE REPAIR AND REPLACEMENT WHEN APPLICABLE

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to Arborist's written instructions.
- B. Remove and replace trees indicated to remain that die or are damaged during construction operations that Consultant, County Project Manager or Inspector determines are incapable of restoring to normal growth pattern.
  - Provide new trees of same size and species as those being replaced; plant and maintain as specified.
- C. Aerate surface soil, compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill two inch diameter holes a minimum of 12 inches deep at 24 inches on center (O.C.) Backfill holes with an equal mix of augered soil and sand.
- D. Provide hand watering or irrigation system for replacement trees for a minimum of six months.
- E. Warrant replacement trees for a minimum of one year. If the replacement tree dies, the warranty will restart from the planting or the replacement for minimum for one year for the second replacement tree.

**END OF SECTION** 

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- a. Projects permitted by the South Florida Water Management District require the following:
  - Obtain approval by the South Florida Water Management District (SFWMD) of the erosion control plan.
  - Do not begin construction activities until the erosion control plan receives written approval from SFWMD and the Consultant.
- b. Projects authorized by permitting agencies other than the SFWMD or projects for which no permits are required require the following: The Consultant will review and approve the Contractor's erosion control plan. Do not begin construction activities until the erosion control plan receives written approval from the Consultant. Comply with the approved erosion control plan.

### 1.04 ECOLOGICAL REQUIREMENTS

- H. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs and other water impoundments with fuels, oils, bitumen, calcium chloride or other harmful materials. Also, conduct and schedule operations so as to avoid interference with movement of migratory fish. No residue from dust collectors or washers shall be dumped into any live stream.
- I. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the Work shown in the plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, rivers, stream, and impoundments shall be properly cleared of all obstructions placed therein or caused by construction operations.
- J. Except as necessary for construction, and approved by the Consultant or Owner, excavated material shall not be deposited in rivers, streams, canals or impoundments, or in a position close enough thereto to be washed away by high water or runoff.
- K. Do not disturb lands or waters outside the limits of construction except as may be found necessary and authorized by the Consultant or Owner.

### 1.05 SCHEDULING/COORDINATION

- L. Clearing and grubbing shall be scheduled and performed that grading operations can follow immediately thereafter; grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately thereafter if conditions on the project permit.
- M. Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations; and the duration of exposed, uncompleted construction to the elements shall be as short as practicable.

### 1.06 PROTECTION OF STORM DRAINS

- N. Storm drain facilities, both open and closed conduit, serving the construction area shall be protected from pollutants and contaminants.
- O. If the Consultant or County's Project Manager determines that siltation of drainage facilities has resulted due to the project, the Consultant or County's Project Manager will advise the Contractor to remove and properly dispose of the deposited materials without an increase to the Contract Sum..
- P. Should the Contractor fail to or elect not to remove the deposits, the COUNTY will provide maintenance cleaning as necessary and charge all costs of such service against the amount of money due or to become due the Contractor.

specifically address erosion and water pollution, the project erosion control plan will be governed by this section.

### 3.02 CONSTRUCTION REQUIREMENTS

### B. Limitation of Exposure of Erodible Earth:

- 1. The Consultant or County's Project Manager may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent erosion control measures current in accordance with the accepted schedule.
- C. Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 sq. ft. without specific prior approval by the Consultant. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

### D. Incorporation of Erosion Control Features:

Incorporate permanent erosion control features into the project at the earliest practical time. Use
approved temporary erosion control features to correct conditions that develop during
construction which were not foreseen at the time of design, to control erosion prior to the time it
is practical to construct permanent control features, or to provide immediate temporary control of
erosion that develops during normal construction operations, which are not associated with
permanent erosion control features on the project.

### E. Scheduling of Successive Operations:

- 1. Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.
- 2. Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

### F. Details for Temporary Erosion Control Features:

- General: Use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. For design details for some of these items, refer to the Water Quality Section of the FDOT Design Standards.
- Temporary Grassing: The Contractor may designate certain areas of grassing constructed in accordance with the SWPPP as temporary erosion control features. Keep the grass in a moist condition in order to ensure growth. The Contractor will pay for all required watering and mowing.

- effectiveness. Where deficiencies exist, install additional silt fences as directed by the Consultant.
- Remove sediment deposits when the deposit reaches approximately half of the volume capacity of the temporary silt fence or as directed by the Consultant. Dress any sediment deposits remaining in place after the temporary silt fence is no longer required to conform with the finished grade.

### 11. Floating Turbidity Barriers and Staked Turbidity Barriers:

- a. Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the project limits. The Consultant or County's Project Manager will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the plans or as approved by the Consultant or County's Project Manager. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site.
- b. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters.
- c. Rock Bags: Furnish and place rock bags to control erosion and siltation. Place the bags as shown in the plans, the FDOT Design Standards or as directed by the Consultant or County's Project Manager. Use a fabric material with openings that are clearly visible to minimize clogging yet small enough to prevent rock loss. Use material of sufficient strength to allow removing and relocating bags without breakage. The bag size when filled with rocks shall be approximately 12 by 12 by 4 inch. Use No. 4 or No. 5 coarse aggregate rock unless otherwise noted.
- d. Watering: Provide temporary water during earthwork operation to minimize airborne sediment pollution.

### 3.03 MAINTENANCE OF EROSION CONTROL FEATURES.

- G. Provide routine maintenance of permanent and temporary erosion control features, at no expense to the Owner, until the project is complete and accepted. If reconstruction of such erosion control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the Owner.
- H. Inspect all erosion control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.25 inches [6 millimeters] or greater. Maintain all erosion control features as required in the SWPPP and as specified in State and/or Federal environmental regulatory permits. Use an inspection form to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit with final closeout document package.
- I. Mow of areas within the limits of the project. Mow these areas within every twenty-one days or more frequently. Do not mow slopes that are steeper than three horizontal to one vertical.

### 3.04 PROTECTION DURING SUSPENSION OF CONTRACT TIME

J. If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet [150 meters], and stabilize them by paving or by

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### SECTION 01 66 00 PRODUCT STORAGE AND HANDLING REQUIREMENTS

### **PART 51 - GENERAL**

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.02SUMMARY

B. This Section includes the product transportation, delivery, storage, protection and handling.

### 1.03 PRODUCT TRANSPORTATION AND DELIVERY

- C. Transport and handle products in accordance with manufacturer's instructions.
- D. County will not accept deliveries on behalf of Contractor.
- E. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- F. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- G. Deliver products to the site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- H. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- J. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- K. Keep and maintain shipping receipts, damage reports, and other shipping/delivery documentation as project records.

### 1.04 PRODUCT STORAGE, PROTECTION AND HANDLING

- L. Store product in a manner that will facilitate inspection and measurement of quantity or counting of quantities.
- M. Periodically inspect storage areas to assure products are undamaged and are maintained under specified conditions.
- N. Store products to allow for inspection and measurement of quantity or counting of units.
- O. Store cementitious products and materials on elevated platforms.
- P. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- Q. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- R. Protect sensitive materials from weather and climate.

# CENTRAL BROWARD REGIONAL PARK

# ADDITIONAL PARKING

CITY OF LAUDERHILL, FLORIDA

SHEET INDEX

SHEET TITLE



AMARY, D. DOCEN
DAMA I. RICH
MATCHAEL UNNE
LAMAR F. FISHER
STOVE GELLER
BEAM FURS
TIM RYAM
BEATHAM
BEA

COUNTY COMMISSION

CIVIL ENGINEERING

SURVEY, LANDSCAPE AND IRRIGATION

CONSULTANT THOMPSON & ASSOCIATES, INC. SUB-CONSULTANTS CRAVEN THOMPSON & ASSOCIATES, INC.



MAYOR, DISTRICT 2
VICE MAYOR, DISTRICT 9
DISTRICT 1
DISTRICT 3
DISTRICT 4
DISTRICT 5
DISTRICT 6
DISTRICT 6
DISTRICT 7
DISTRICT 7

PAVING, GRADING AND DRAINAGE SECTIONS
PAVING, GRADING AND DRAINAGE DETAILS
PAVENENT MARKING AND SIGNAGE PLAN

COVER SHEET

KEY MAP

DEMOLITION PLAN

SITE GEOMETRY PLAN

SITE GEOMETRY PLAN

PROJECT MAP SCALE: N.T.S. SECTION, TOWNSHIP, RANGE: S31, T49S, R42E

PROJECT OWNER
BROWARD COUNTY PARKS & RECREATION
1 N. UNIVERSITY DR.
PLANTATION, FLORIDA 33324

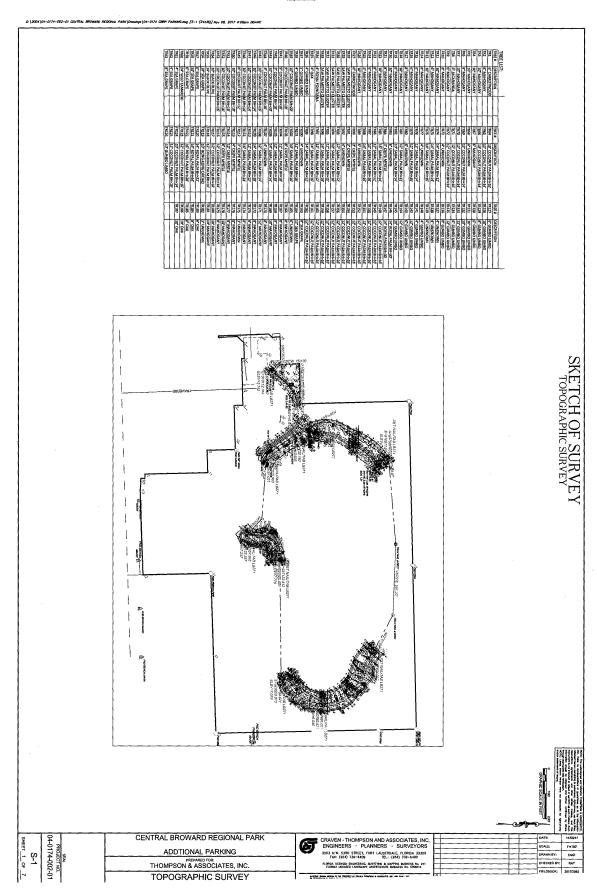
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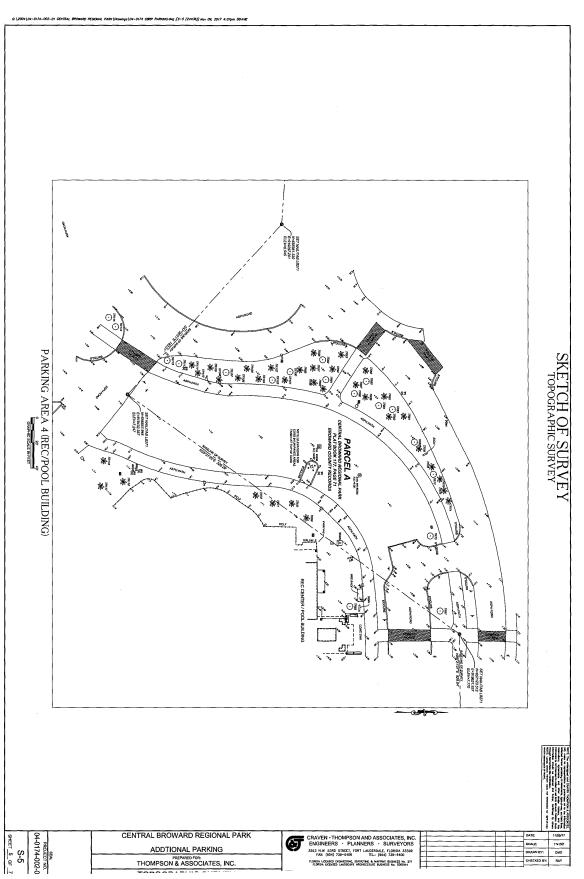
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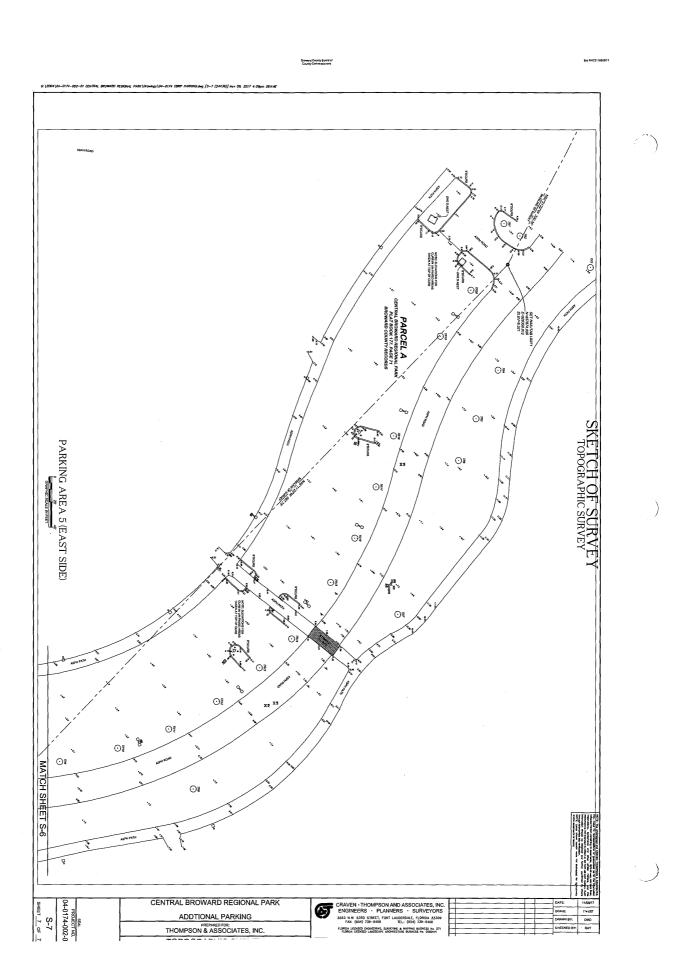
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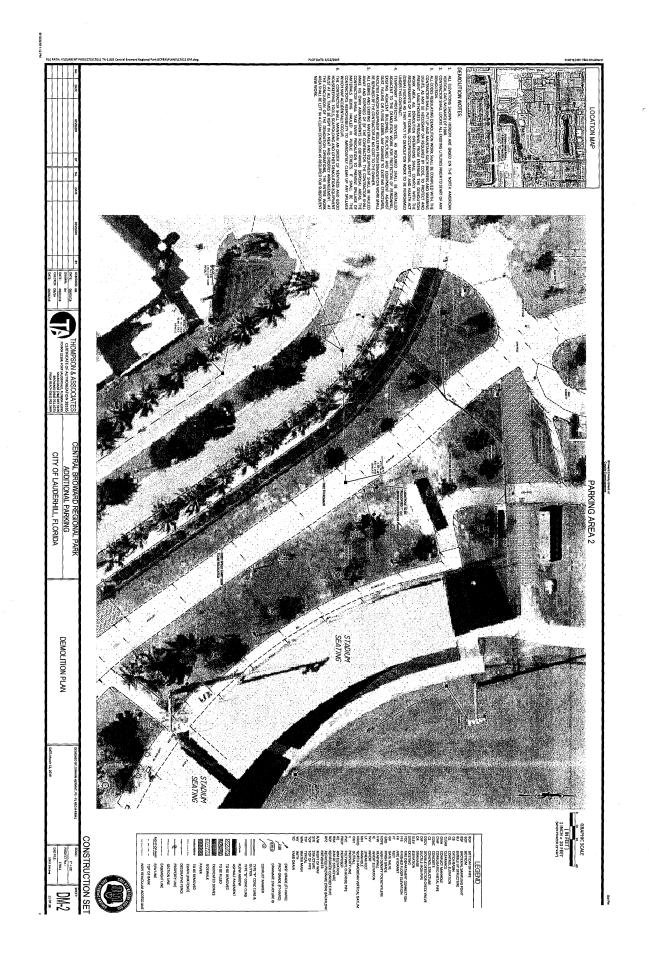
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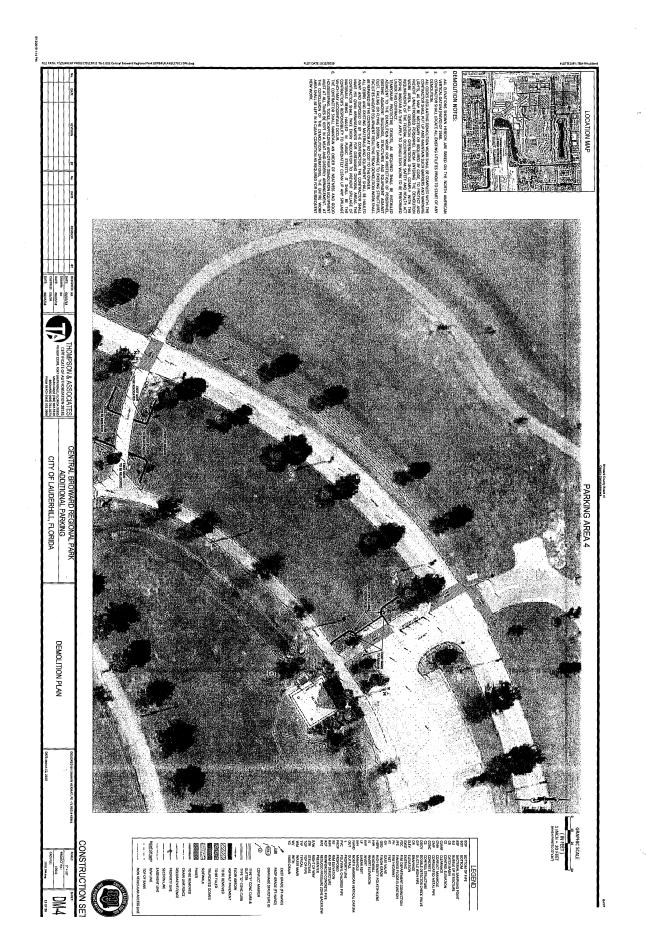


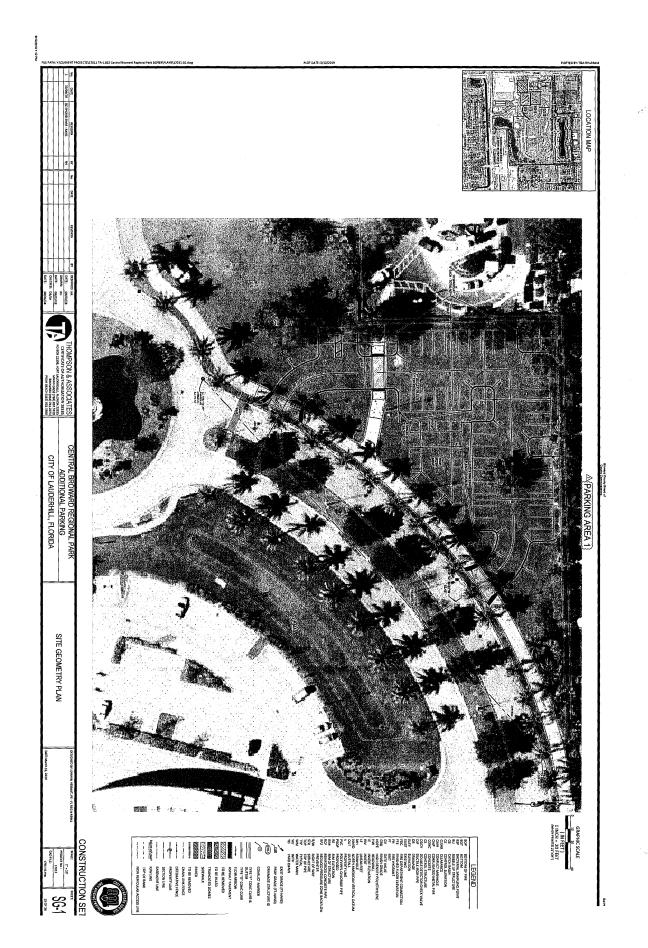
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ENGINEERS - PLANNERS - SURVEYORS
355 N.W. SAND STREET, FORT LANDERDALE, FLORICA 3,3306
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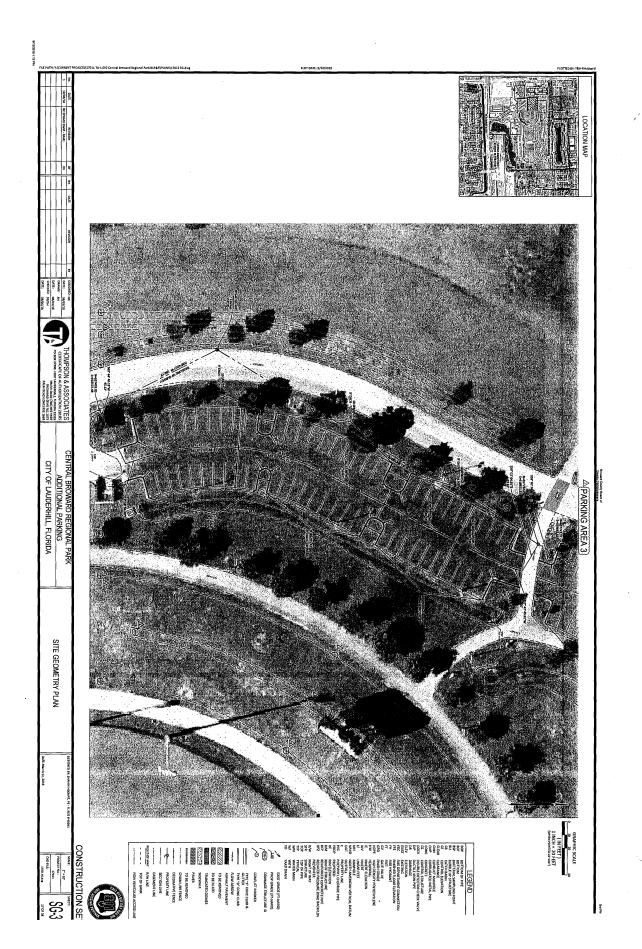


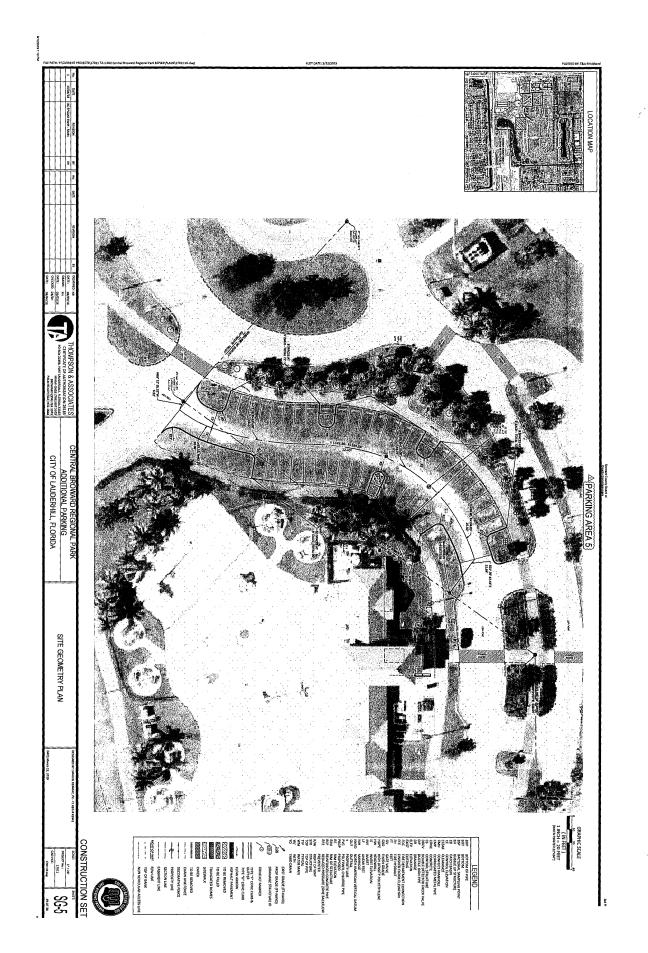


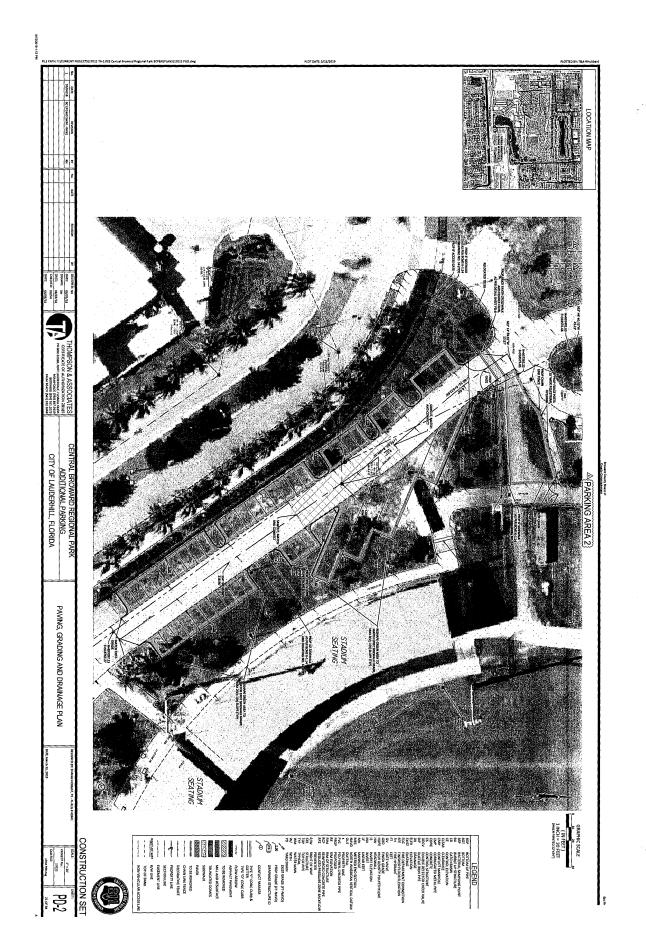


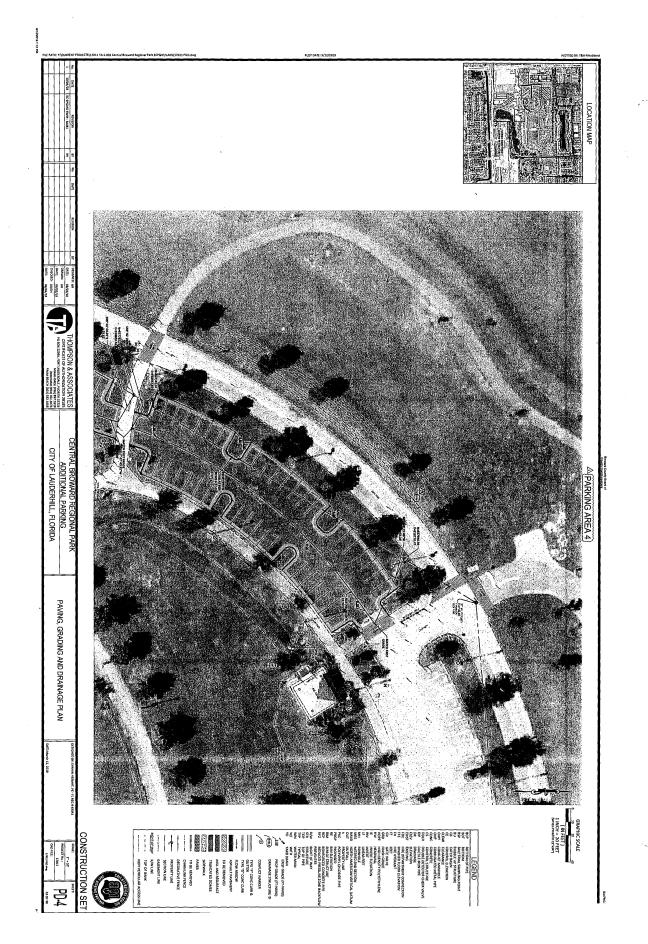


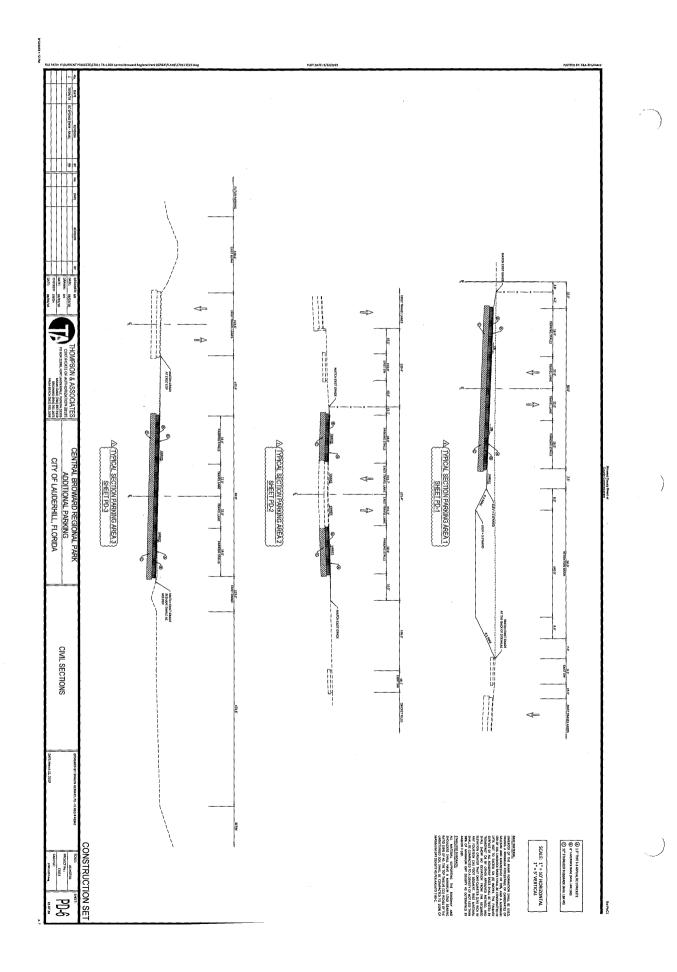


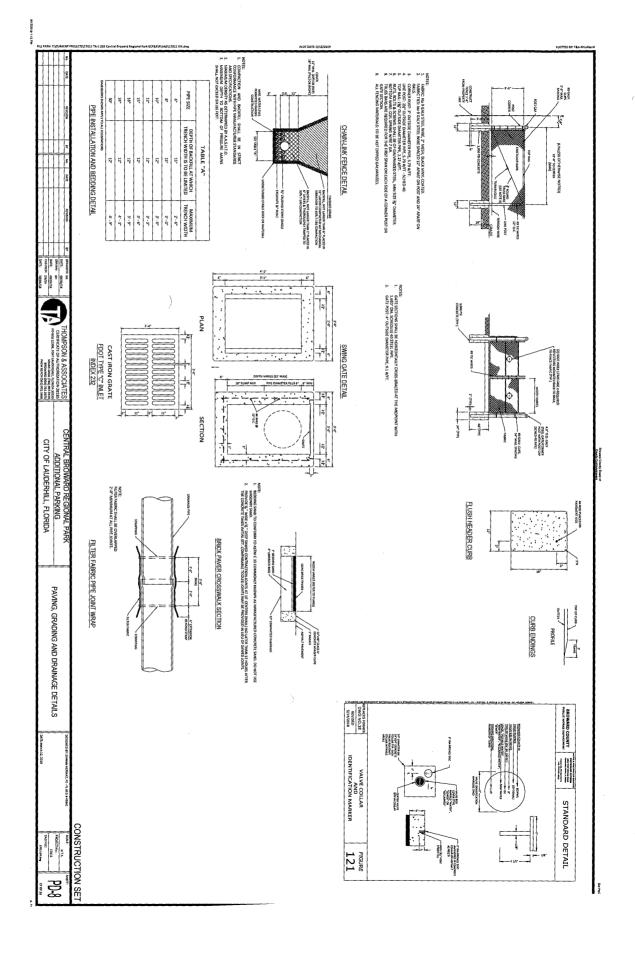


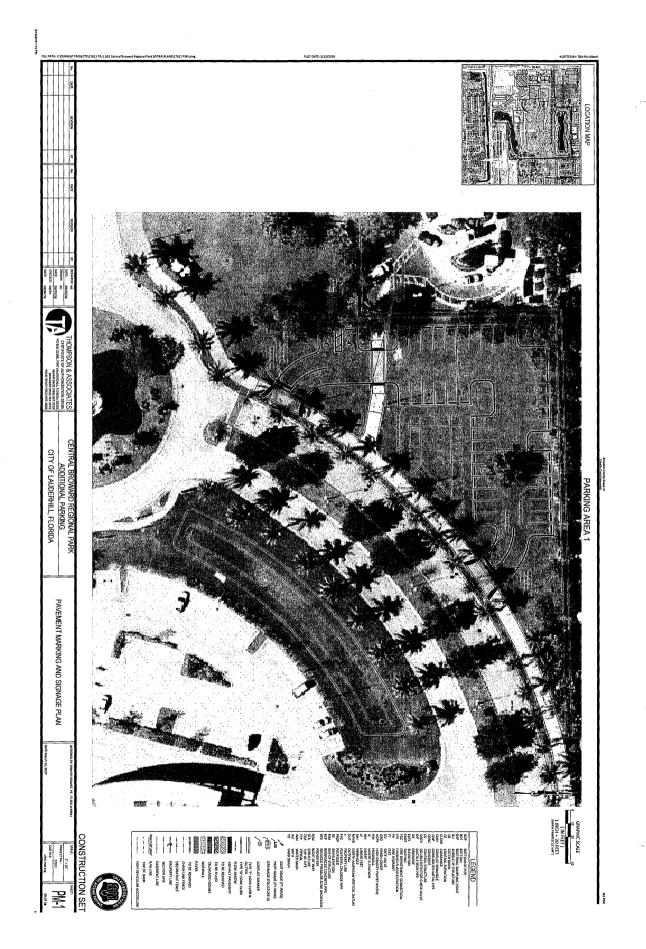


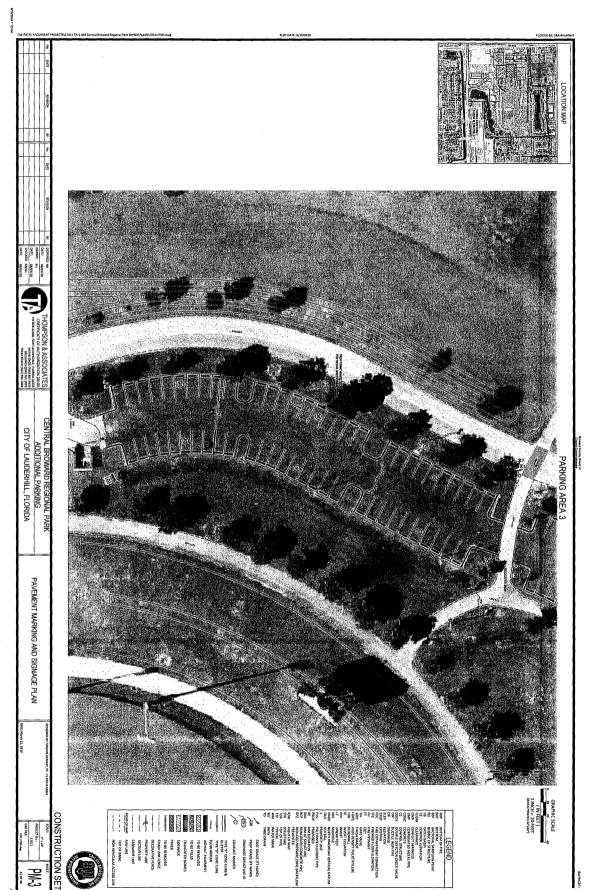


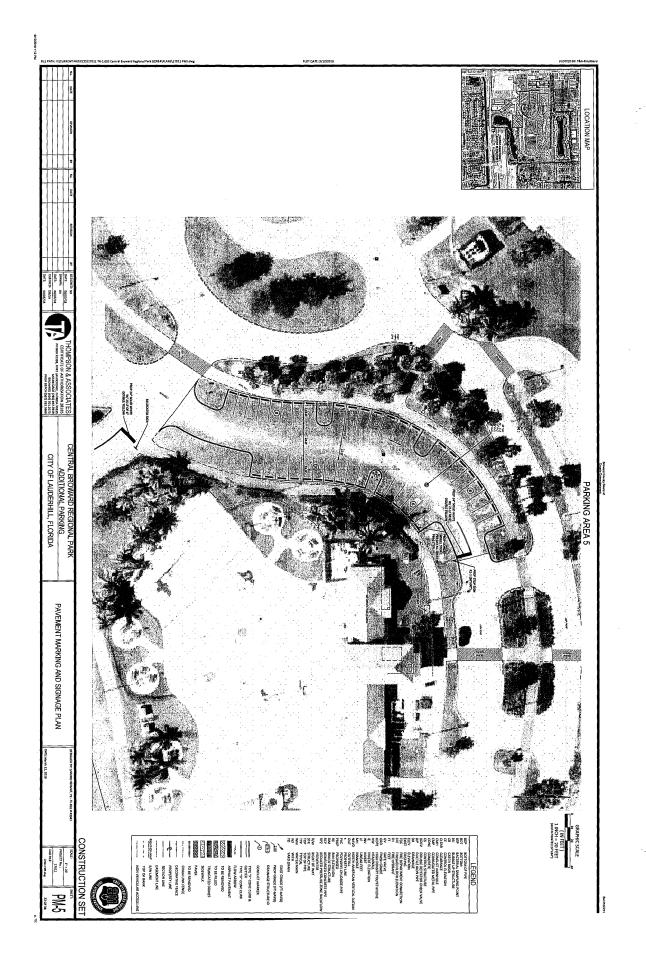


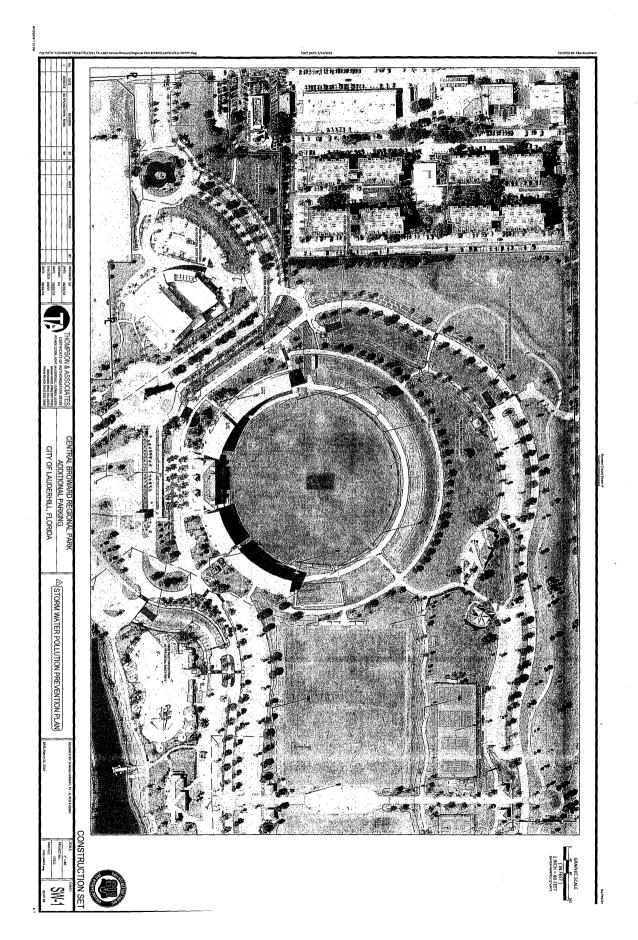












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