

REQUEST FOR PROPOSAL

Design and Construction (Design-Build)

Collecting Canal Culvert Bridge Replacements at C Road and E Road

Town of Loxahatchee Groves, Florida

Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470

Due Date: Wednesday October 17TH 2:00PM

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TOWN OF LOXAHATCHEE GROVES Collecting Canal Culvert Bridge Replacements at C Road and E Road

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SECTION A

REQUEST FOR PROPOSALS

The Town of Loxahatchee Groves will accept sealed design-build proposals in **triplicate form and a PDF copy** on CD or memory chip, for the installation of 96" corrugated metal culverts until 2:00 PM local time on Wednesday, October 17, 2018, at Town Hall, 155 F Road, Town Clerks Office, Loxahatchee Groves, Florida, 33470. The successful proposer for this project will be responsible for the design and construction of the project. **The subject bridge culverts are at 1) the intersection of C Canal and Collecting Canal road and 2) at the intersection of E Canal and Collecting Canal road**, in the Town of Loxahatchee Groves, Florida, 33470.

Work consists of generating new report(s) as may be required, survey, designing, permitting and construction of the culvert bridge of 96" corrugated metal culverts that are approximately 50 feet long.

There is a non-mandatory pre-proposal meeting scheduled for Wednesday October 3rd, 2018, at 2:00 p.m. local time, Town Hall Council Chambers, 155 F Road, Loxahatchee Groves, Florida, 33470. A site visit for field review will occur after the conference room meeting.

There is a \$25 non-refundable fee for the project manual. Please call to schedule pick up of the manual, or they may be downloaded for free from the Town's web site at www.loxahatcheegrovesfl.gov. Proposers downloading the package will be responsible for checking the same web site for addenda prior to submitting their bid.

A cashier's check or bank draft, payable to the order of Town of Loxahatchee Groves, negotiable U.S. Government Bonds (at par value) or a satisfactory bid bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid on the form provided by the Town.

The successful proposer will be required to submit a list of his subcontractors for approval before award of contract.

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to a public entity, may not submit a bid on a contract on a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

The Proposer shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Florida, the County of Palm Beach, the Town of Loxahatchee Groves, the Loxahatchee Groves Water Control District and shall obtain all such occupational licenses and permits as shall be prescribed by law.

Proposer must ensure employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Town of Loxahatchee Groves reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informalities in any proposal, and to award a contract deemed to be in the best interest of the Town.

Proposals may be held by the Town for a period not to exceed ninety (90) days from the date of the proposal opening for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to awarding the contract.

Publish: Palm Beach Post

September 23, 2018

SECTION B

INSTRUCTIONS TO PROPOSERS

1. Submit proposals no later than 2:00 p.m., local time, Wednesday October 17, 2018, at Town Hall, 155 F Road, Town Clerks Office, Loxahatchee Groves, Florida, 33470. All documents shall be enclosed in a sealed envelope addressed to the Town Clerk, Town of Loxahatchee Groves, and shall be identified with the project name and contractor's name and address on the outside of the submittal package.
2. Submittal must include three hard copies and one PDF copy on CD of the following:
 - 2.1. Schedule A (Section D);
 - 2.2. Bid Bond in the amount of 5% of the total proposal;
 - 2.3. Other items required in Section C.
 - 2.4. Certification Pursuant to Florida Statute 2873.135 (Scrutinized Companies)
 - 2.5. Non-Collusive Affidavit
3. Interpretations or clarifications of the Request for Proposal package should be directed to the office of the Town Clerk, 155 F Road, Town Clerks Office, Loxahatchee Groves, Florida, 33470 or email: vwalton@loxahatcheegrovesfl.gov. Requests for additional information or questions shall be submitted no later than 2:00 p.p., local time, Friday October 10, 2018.
4. All contractors are required to visit the site and acquaint themselves with all conditions existing at and adjacent to the site.
5. The Owner shall have the right to reject any or all submittals and to reject a proposal which is in any way incomplete or irregular.
6. Prior to execution of the contract, the contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as stated hereafter. Bonds may be secured through the Proposer's usual sources.
7. To be acceptable to the Town of Loxahatchee Groves as Surety for Bid Bonds and Performance and Payment Bonds, a Surety Company shall comply with following provisions:
 - 7-1. The Surety Company must be admitted to do business in the State of Florida.
 - 7-2. The Surety Company shall have been in business and have record of successful continuous operations for at least five (5) years.
 - 7-3. The Surety Company shall have at least the following minimum ratings:

CONTRACT AMOUNT POLICY HOLDER'S REQUIRED FINANCIAL RATING

(Best's Financial Rating)

Performance Bond equal to 100% of Contract Price A CLASS III

7-4. Best's Policyholder's Rating of "A" (which signifies A = Excellent, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the insurance commissioner if not rated by Best's.

7-5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus policyholders, provided:

7-5.1. Any risk or portion of any risk shall have been reinsured (in which case these minimum requirements contained herein also apply to the reinsuring carrier) in assuming insurer authorized or approved by the Insurance Commissioner to do business in this State shall be deducted in determining the limitation of risk prescribed in this section.

7-5.2. In the case of a surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety.

7-6. The Contractor shall deliver the required Performance & Payment Bonds to the Owner before the date of execution of the Contract.

7-7. The Bonds shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

8. The Contractor shall comply with requirements of all federal, state, and local laws, including ordinances and regulations having the force of law, as applicable to the work required for the project.

9. Reserved.

10. Contractor must ensure employees and applicants for employments are not discriminated against because of their race, color, religion, sex, or national origin.

11. Proposals may be held by the Town for a period not to exceed ninety (90) days from the date of submittal for the purpose of reviewing the proposals and investigating the qualifications of offerors, prior to awarding the contract.

12. Each offeror shall thoroughly examine all contract documents and examine and judge for himself all matters relating to the location and character of the proposed project.

13. The price proposed for each item shall be stated in both words and figures in the appropriate places in the proposal form. In the event there is a discrepancy between the price written in words and the price written in figures, the former shall govern. In case of error in the extension of prices, the unit price will govern.

14. The proposer's attention is directed to the fact that all materials and supplies necessary for the completion of this contract are subject to the Florida sales and use tax. The amount of all taxes shall be included by the proposer in the bid price and/or any adjustments of the contract price arising from changes in the work. The successful proposer will be required to execute the Tax Savings Agreement included as part of this solicitation.

15. Each proposal must be submitted enclosed in a sealed envelope marked "**Collecting Canal Culvert Bridge Replacement at C Road and E Road**" and must be filed with the Town Clerk at or before the time stated in the Request for Proposals. Any proposals received after such time will not be considered.

16. The offeror must sign the proposal form in the space provided for the signature. If the offeror is an individual, the words, "doing business as _____" or "Sole Owner", should appear beneath his signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of Firm" should be written beneath such signature. If the offeror is a corporation, the title of the officer signing the proposal in behalf of the corporation must be stated, and evidence of his authority to sign the proposal must be submitted. The offeror shall state in the proposal the name and address of each person interested therein.

17. Each proposal must be accompanied by a certified check or by a bid bond on the prescribed form, duly executed by the proposer as principal and having as surety thereon a surety company acceptable to the Town and authorized to write such bid bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the bid. The certified checks or bid bonds of all unsuccessful offerors, except the three lowest offerors, will be returned within fifteen (15) days after the formal opening of the proposals; the certified checks or bid bonds of the three lowest offerors will be returned within five days after the Town of Loxahatchee Groves and the accepted offeror have executed the written contract, or if no such contract shall be executed within ninety days after the submittal date of the proposals, upon the demand of any proposer at any time thereafter, provided that he has not been notified of the acceptance of his proposal. The attorney in fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

18. Any proposal may be withdrawn prior to the submittal time scheduled in the Request for Proposals. A bid may also be withdrawn ninety (90) days after the submittal provided that the offeror has not been notified that his bid has been accepted.

19. If the proposal is found to be acceptable by the Town, a contract will be awarded to that responsible Contractor whose evaluated proposal is determined to be in the best interest of the Town. Notice of acceptance of his proposal and award of contract to him will be given to the successful offeror in writing by the Town.

20. The proposer to whom a contract is awarded will be required to execute, in three (3) counterparts, the prescribed contract form and contract bond form within ten (10) days from the date of notice to him that such forms are ready for execution.

21. The certified check or bid bond filed with and as a part of the proposal will be forfeited to the Town as liquidated damages if the proposer to whom the contract is awarded shall fail to execute the appropriate contract documents within ten (10) days following written notice from the Town that such forms are ready for execution, unless such timeframe is extended in writing by the Town Manager.

22. The successful proposer will be required to submit a list of subcontractors for approval before award of contract.

23. The Town of Loxahatchee Groves reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informalities in any proposal, and to award a contract deemed to be in the best interest of the Town.

24. PUBLIC ENTITY CRIMES

The person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to a public entity, may not submit a bid on a contract on a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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CERTIFIED RESOLUTION

I, _____, the duly elected secretary of _____
(name of corporation), a corporation organized and existing under the laws of the State of _____,
do hereby certify that the following resolution was unanimously adopted and/or passed by a quorum of the
board of directors of the said corporation at a meeting held in accordance with the law and the by-laws of the
said corporation on the _____ day of _____, 20__ : "IT IS HEREBY RESOLVED that
_____ (name), the duly elected _____ (title) of
_____ (corporation name), is hereby authorized to execute and submit a proposal and
bid bond to the Town of Loxahatchee Groves, Florida, for a certain project entitled _____
and such other instruments in writing as may be necessary in behalf of the said corporation, and that the
proposal, bid bond, and other such instruments signed by him shall be binding upon the said corporation as its
own acts and deeds."

I further certify that the above resolution is in force and effect and has not been revised, revoked, or
rescinded.

Given under my hand and the seal of the said corporation this _____ day of _____, 20__.

By _____ Secretary

Corporate Title

SEAL

Note: The above is suggested form of the type of corporate resolution desired. Such form need not be followed
explicitly, but the certified resolution submitted must clearly show to the satisfaction of the Town that the
person signing the proposal and bid bond for the corporation has been properly empowered by the corporation
to do so in its behalf.

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BID BOND

STATE OF FLORIDA) COUNTY OF BAY)

SS.:

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Town of Loxahatchee Groves, Florida, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20___, for the Design/Build Charco Drive Culvert Rehabilitation,

NOW THEREFORE,

(a) If said bid shall be rejected, or in the alternate

(b) If said bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate contract documents, including the contract form and contract bond form, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said bid.

Then this obligation shall be void, otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said Town accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the obligated parties have executed this instrument under their several seals this _____ day of _____, 20___, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative, pursuant to the authority of the governing body.

IN PRESENCE OF:

(Individual or Partnership Principal)

SEAL

(Business Address) ATTEST: (Secretary) (Corporate Principal)* (Corporate Surety)*

*Impress Corporate Seal

PERFORMANCE AND PAYMENT BOND Performance Bond and Payment Bonds for 100% of the value of the contract shall be submitted by the successful proposer on standard AIA Form A312.

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SECTION B SUPPLEMENT -GENERAL COVENANTS AND CONDITIONS

1. DEFINITIONS When used in the contract documents (hereinafter defined):

- a. The term "Contract" means the contract executed by the local public agency and the contractor, of which these GENERAL COVENANTS AND CONDITIONS, form a part.
- b. The masculine pronoun shall include the feminine and neuter, and the singular shall include the plural;
- c. "And" shall also mean "or" and "or" shall also mean "and", wherever the context or purpose so requires;
- d. "Person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise;
- e. "Town" shall mean the Town of Loxahatchee Groves, Florida.
- f. "Owner" shall mean the Town of Loxahatchee Groves, Florida.;
- g. "Engineer" shall mean the person duly appointed by the Owner to undertake the duties and power herein assigned to the Engineer, acting either directly or through duly authorized representatives; not to be construed as Design Engineer who is responsible for the design of the project and Engineer of Record.
- h. "Engineer of Record" or "EOR" shall mean the design engineer, selected with this bid, who is responsible for the design and certification of the project.
- i. "Owner's Representative" shall mean the Engineer;
- j. "Contractor" shall mean the person, firm, joint venture, or partnership whose bid has been accepted and who has entered into a formal contract with the Town to design and construct the project bid upon;
- k. "Proposer" shall mean any person who submits a proposal for construction of the project described in the advertisement for bids;
- l. "Subcontractor" shall mean any person engaged by the Contractor to supply labor, materials, or equipment for use in the fulfillment of the Project;
- m. "Contract Documents" shall mean and include the following:
 - 1) Advertisements for Bids
 - 2) Instructions to Proposers
 - 3) Proposal (on prescribed form)
 - 4) Bid Bond (subject to approval by the Town)
 - 5) Contract (on prescribed form)
 - 6) Contract Bond (on prescribed form)
 - 7) General Covenants and Conditions
 - 8) Special Conditions
 - 9) Specifications
 - 10) Plans
- n. "Project" shall mean and include all design and construction for which the Contractor is responsible under the Contract Documents;
- o. The term "Project Area" means the area within which are the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this Contract.
- p. "Domestic," when applied to materials, shall mean materials or products produced within the continental limits of the United States.
- q. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- r. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines, and stipulates the quality of materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- s. "Day" shall mean calendar day.

2. INTENT OF CONTRACT DOCUMENTS

The Advertisement for Bids, the Instructions to Proposers, the Proposal, the Bid Bond (or certified check), the Contract Bond, the General Covenants and Conditions, the Special Conditions, the Specifications, the Plans, and any Addenda which may be issued, constitute the Contract Documents. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions as to the meaning, requirements and reservations of the Contract Documents, for no deviation will be allowed from the Engineer's Interpretation thereof after the letting.

These Contract Documents are complementary, so that recital in one is tantamount to a recital in all.

3. PLANS AND SPECIFICATIONS

The Plans, the Specifications, prepared by the Contractor and approved by the Owner, describe the Project, and all materials, workmanship, and dimensions must be in strict accord with them.

In case of conflict between requirements shown on the Plans and provisions of the Specifications, the Specifications shall take precedence over the Plans. Dimensions, shown in figures on the Plans, shall govern in case of any discrepancy between them and scaled dimensions.

The Contractor shall correct any apparent error or omission which may be found in the Plans or the Specifications and the Contractor shall be entitled to make such corrections therein and such interpretations thereof as he may deem necessary for the fulfillment of their intent.

The Contractor will supply the Owner with five (5) signed and sealed sets and one PDF copy of the Plans, the Specifications, and addenda thereto, and will have at least one copy of them accessible on the work site at all times.

4. ALTERATIONS IN PLANS AND SPECIFICATIONS

The right is reserved for the Owner and the Contractor to make, from time to time, such alterations in the Plans and Specifications or in the character of the work as they may consider necessary or desirable to complete the Project consistent with the general intention of the Contract Documents. Every such alteration shall be agreed to in writing by both the Contractor and the Owner, and no such alteration shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any of such provisions. Should any such alteration result in an increase or a decrease in the quantity or the cost of work or materials described in the Proposal, the total amount payable under the contract will be accordingly modified. If alterations are thus made, the time for completion of the Contract will be correspondingly modified, if the Contractor so requests before commencing the work attributable to such alterations. It is understood that such alterations are not to embrace work already done or materials in transit or in process of construction.

5. AUTHORITY OF THE TOWN ENGINEER

The administration of this Contract is vested in the Engineer, and his instructions shall be carried into effect promptly and efficiently.

The Engineer shall in all cases determine the amount, quality, fitness and acceptability of the work and materials to be paid for, and shall decide finally and conclusively all questions or differences of opinion that may arise as to the interpretation of the Plans and Specifications or the fulfillment of the terms of the Contract. In the event of such question or difference of opinion, the decision of the Engineer is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such decision or ruling being made, ask for written instructions or decision, whereupon he shall proceed without delay to perform the work or conform to the decision or ruling; and unless the Contractor finds such instructions or decisions to be satisfactory, he shall within ten (10) days after the receipt thereof, file a written protest with the Town Manager, stating clearly and in detail his objections and the reasons therefor. Unless the Contractor shall file such written protest with the Town Manager within such ten day period, he shall be deemed to have waived all grounds for such protest and to have accepted the requirements, decision or ruling of the Engineer as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents.

The Engineer is to have free access to the materials and work at all times, for measuring and observing the same, and the Contractor is to afford him all necessary facilities and assistance for so long.

6. AUTHORITY AND DUTIES OF INSPECTORS

Inspectors, employed by the Engineer or Town, will be authorized to observe all work and materials which are to become a part of the completed Project. Inspectors will have no authority to revoke, alter or waive any requirements of the Specifications or to make any changes in the Plans. Each Inspector will be authorized to call the attention of the Contractor to any failure of the work to conform to the Plans or the Specifications, and will have authority to suspend the work affected until any questions at issue can be referred to and decided by the Engineer. The Inspector will have no authority to delay the Contractor by failure to inspect the work and materials with reasonable promptness.

7. AUTHORITY AND DUTIES OF THE ENGINEER OF RECORD

The Engineer of Record (EOR) will be responsible for monitoring the construction of the project and certify that the project has been completed within substantial conformance with the construction plans, specifications and regulatory approval.

8. LANDS AND RIGHT-OF-WAY

Lands to be furnished by the Town for construction operations, for roads, or for other purposes, will be specifically shown on the drawings or provided for in the Specifications. Should the Contractor find it necessary to use any additional land for his construction operations or for other purposes during the construction of the work, he shall provide for the use of such lands at his own expense.

The project includes construction in Town right-of-way (Collecting Canal Road). Nothing herein contained, however, and nothing marked on the drawings, shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more Contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer will decide which Contractor shall cease work, and which shall continue, or whether the work of both Contracts shall progress at the same time, and in what manner. When the territory of one Contract is a necessary or convenient means of access for the execution of another Contract, the Engineer may grant to the Contractor so desiring such privilege of access to the territory as the Engineer shall deem to be appropriate, and no such decision shall be made on the basis of any claim for delay or damage, except as provided in paragraph 12 hereof.

9. MATERIALS, LABOR, AND EQUIPMENT

The Contractor shall furnish all necessary tools and construction equipment and shall employ sufficient and competent personnel to do the work in an expeditious and acceptable manner, giving preference whenever practicable to residents of Loxahatchee Groves, Florida. In the event that the Engineer shall notify the Contractor in writing that any person employed is, in the opinion of the Engineer, incompetent or disorderly or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the work.

The Contractor shall furnish all materials used in the construction of the Project and all equipment becoming a part of the Project, unless such materials or equipment are specifically stated in the Specifications as being furnished by the Town. In the latter case, only the cost of installation of such materials or equipment shall be included in the contract price.

Where the Plans and Specifications designate the product of a particular manufacturer, the product specified is suitable for the intended use, but unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Engineer. Approval of substitutions will be based on manufacturer's specifications and/or shop drawings.

10. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall have at all times as his agent on the site of the work a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required.

The Contractor shall be responsible for the good condition of the work or materials until formal release from his obligations under the terms of his contract. He shall bear all losses resulting to him on account of the amount or character of the work, or the character of the grounds, being different from what he anticipated, or on account

of the weather or the elements. He shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; shall provide all necessary watchmen on the work by day or by night for the safety of the public; and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work.

In the event that the Contractor shall enter into subcontracts for any portion of the Project, he shall incorporate in each such subcontract all provisions, terms and conditions applicable to the Project which constitute obligations to be assumed and effected by him under the Contract Documents. Subcontracts shall be entered into with only those subcontractors in the submitted list (if required), unless otherwise authorized in writing by the Engineer.

The Contractor shall indemnify and save harmless forever, the Town of Loxahatchee Groves, Florida, and its agents, from all charges or claims resulting from such accidents or injuries or from any act, omission, or neglect by himself or his employees, as well as from all claims for patent rights or fees, or from claims relating to labor or materials furnished for the work. The Contractor shall become defendant in every suit brought against the Town for any such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Contractor's surety shall be held until such suits, actions, or claims for injuries or damages shall have been settled, and suitable evidence to that effect furnished to the Town.

The Contractor shall at all times conduct the work in such manner and in such sequence as will ensure the least practicable local interference. He shall not open up work to the prejudice of work already started, and may finish a section on which work is in progress before work is started on any additional section.

The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other contractors engaged upon adjacent work, shall joint his work to that of other contractors in a proper manner and in accordance with the spirit of the Plans and Specifications, and shall perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Engineer.

11. INFORMATION AND DRAWINGS TO BE FURNISHED BY THE CONTRACTOR

Before proceeding with the work, the Contractor shall furnish the Engineer with such information and drawings as the Engineer may require.

The Contractor shall furnish such cost breakdowns as required by the Engineer, including a detailed estimate giving a complete breakdown of the contract price and a breakdown of the cost of various portions of the work for use in preparing monthly estimates. The cost breakdowns shall be physical items, with bond, permit fees, insurance, overhead, and other general costs and profit prorated to each item. No payment will be made to the Contractor until these breakdowns are submitted in a form satisfactory to the Engineer.

The Contractor shall furnish for the review and approval of the Engineer, up to four (4) copies of shop drawings required by either the General or Detailed Specifications and Plans. Such drawings shall be of such character that they may be used as fabrication drawings. Two (2) copies of the drawings will be retained by the Engineer and two (2) will be returned to the Contractor with the Engineer's mark of approval thereon, or will be marked to indicate changes necessary to effect compliance with the Specifications. When drawings are approved by the

Engineer, they shall be as binding as any of the Contract Documents. Any errors or omissions on the shop drawings shall not relieve the Contractor of his responsibility. He shall correct such errors or omissions including any necessary additions or alterations to construction, at his expense, upon notification by the Engineer.

Prior to start of construction, digital photographs shall be taken at sufficient locations and angles to document job site conditions. Each photograph shall be with the following information:

Location and direction of photo Date of photo Project Name

There will be no separate payment made for photographic work and no progress payments will be made until acceptable photographic documentation is provided.

12. COMPLIANCE AND APPLICABLE LAWS

The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Florida, the County of Palm Beach, the Town of Loxahatchee Groves, Florida., and shall obtain all such occupational licenses and permits as shall be prescribed by law.

The contractor shall have the appropriate license for the type work being considered and shall submit evidence of same with their bid.

13. SCHEDULE, TIME AND PERFORMANCE AND LIQUIDATED DAMAGES

Immediately after the execution of the Contract and Contract Bond, the Contractor shall deliver to the Engineer, in a form satisfactory to him, a construction progress schedule showing dates of commencement and completion of each of the various subdivisions of the Project.

The Contractor shall begin the Project with an adequate force and sufficient equipment and facilities within ten (10) days of the date stated in the written Notice to proceed issued and served upon him by the Engineer. If the contractor chooses to begin work before the ten (10) days expire, then the start date becomes when work actually commences. Thereafter, the Contractor shall prosecute the work diligently, without any avoidable interruption and at such rate and with such complement of labor, materials, and equipment as will complete the Project with the time stated in the Proposal.

No work, however, shall be done between the hours of 10:00 p.m. and 7:00 a.m., nor on Saturday or Sunday or Town holidays, except (i) such work as is necessary for the proper care and protection of the work already performed; (ii) in case of an emergency, in which event the permission of the Engineer to do such work shall be secured.

Since time is of the essence of this Contract, in the event that the work to be done hereunder is not completed within the times hereinbefore specified (and such additional extension of time as the Engineer may have granted), the Town will retain from the compensation otherwise to be paid to the Contractor the sum of \$500 for each day thereafter (weekends and holidays included) that the work remains uncompleted, which sum shall represent the actual damages which the Town will have sustained per day by failure of the Contractor to complete the work within said specified times, it being agreed that said sum is not a penalty but is the stipulated

amount of damage sustained by the Town in the event of such default by the Contractor.

Should a delay in the work be caused by an act of God, war, strike, action of the Town, or other cause beyond the control of the Contractor, he shall within five (5) calendar days of the commencement of the delay make a written claim for an extension in contract time. If, in the opinion of the Engineer, the claim is justified, an extension in contract time will be allowed equal to the length of the delay. The Engineer shall not consider delays caused by late delivery of equipment or material to be beyond the control of the Contractor and hence shall not allow an extension of time for them unless written evidence is furnished that they were caused by acts of God, war, strikes or action of the Town.

14. INSURANCE TO BE CARRIED BY CONTRACTOR

The Contractor shall not begin work under the contract until after he has obtained all of the insurance herein described and such insurance has been approved by the Town, nor shall the Contractor permit any subcontractor to begin work until after similar insurance to cover the subcontract has been obtained and approved.

The Contractor, and any of his subcontractors, shall, throughout the life of the Contract, procure and maintain Workers' Compensation insurance, and comply in every respect with the requirements of the statutes of the State of Florida relative to Workmen's Compensation Insurance. Additionally, if the Contract requires working on or around a navigable waterway, the Contractor shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine Employers Liability) in compliance with federal statutes or proof of exemption. The contractor shall be responsible for compliance by every subcontractor with these requirements.

The Contractor shall procure and shall maintain during the life of the Contract:

(A) Commercial General Liability Insurance with the following limits:

- i. General Aggregate Limit (other than Products/Completed Operations) \$1,000,000.
- ii. Products/Completed Operations Aggregate Limit \$1,000,000.
- iii. Personal and Advertising Injury Limit \$500,000.

Each Occurrence Limit \$1,000,000.

Fire Damage Limit \$50,000.

- vi. Medical Expense limit \$5,000.

No coverage found in the standard ISO commercial general liability form shall be excluded from insurance provided by the contractor or subcontractors.

(B) Completed Value Builder's Risk Insurance with Special Form cause of loss applying, in an amount not less than 100% of the completed value of the building(s) or structure(s).

(C) Commercial Automobile Liability Insurance with limits of \$500,000 if written on a combined single limit basis, or \$250/500/100,000 if written on split limit basis.

Each such policy of insurance shall name the Town, as well as the Contractor, as the insured. The Contractor shall require each subcontractor to maintain such Workers' Compensation Insurance, Commercial General Liability Insurance, Commercial Automobile Insurance, and Completed Value Builder's Risk Insurance (if required in paragraph B above) to cover the work done under a subcontract.

The Contractor shall furnish the Engineer with satisfactory proof of insurance herein described. The Owner shall not have any responsibility to read or evaluate any insurance policies to determine the existence of coverage as required in this contract. The execution of this contract by the Consultant shall constitute the Consultant's representation and warranty that all required insurance coverages are in place and shall be maintained for the duration of this contract and for any specified time thereafter if required by the contract. Consultant shall be responsible for all damages, losses, costs (including reasonable attorneys' fees), and liabilities arising out of any failure by the Consultant or its sub-consultants or vendors to provide or maintain the required insurance.

15. EXTRA WORK AND PAYMENT THEREFORE

The Contractor shall perform unforeseen work, for which there is no price included in the Proposal, wherever it is deemed necessary or desirable by the Engineer to complete satisfactorily the Project as contemplated, and such extra work shall be performed promptly in accordance with the Specifications and as directed by the Engineer; provided, however, that before any extra work is begun, a written order from the Engineer to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing in advance. Extra work and material will ordinarily be paid for in a lump sum or at unit prices agreed to in writing by the Engineer and the Contractor before the extra work is ordered.

The performance of any extra work or the furnishing of any extra material which, in the judgement of the Engineer, is of like character to and susceptible of classification under a unit price item of the Contract shall, if the order of the Engineer shall so provide, be paid for at the unit price bid for such item.

All extra work performed hereunder will be subject to all of the provisions of the Contract.

Whenever, in the judgement of the Engineer, such extra work or such extra material is not of like character to and susceptible of classification under a unit price item of the Contract, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before the extra work is issued, extra work and material will be paid for in the following manner:

(a) For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the Extra work. In addition, the Contractor shall be paid the actual cost of social security taxes, unemployment insurance, workmen's compensation insurance and contractor's public liability, property damage and builder's risk insurance involved in such Extra Work, based on the actual wages paid to such labor.

(b) For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added an amount equal to 10 percent thereof.

(c) For any construction equipment or special equipment including fuel and lubricants therefor, required for the economical performance of Extra Work, the Engineer shall allow the Contractor a rental price, to be agreed upon in writing before such Work is begun, for every hour that such construction equipment or special equipment is actually operated on the work. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors.

The Contractor's representative and the Inspector shall compare records of Extra Work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the Inspector, and shall be signed by both the Inspector and the Contractor's representative, one copy being submitted to the Engineer and the other being retained by the Contractor.

All claims for Extra Work done shall be submitted by the Contractor upon certified statements, to which shall be attached the original receipted bills covering the costs of and freight charges on all materials used in such work, and such statements, accompanied by copies of the orders authorizing the performance of the work, shall be submitted to the Engineer for inclusion in the estimate of the month in which the work was actually done.

If required, the Contractor shall produce any books, vouchers, other records, or memoranda which will assist the Engineer in determining the true, necessary cost of work and materials to be paid for on a cost-plus basis.

16. OMITTED ITEMS AND PAYMENT THEREFORE

The Town shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein. Such cancellation shall entitle the Contractor to payment of a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work by order of the Engineer. The Contractor shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work" but no allowance will be made for anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of such cancellation or suspension shall be purchased from the Contractor by the Town at actual cost and shall thereupon become the property of the Town.

17. INSPECTING AND TESTING MATERIALS

The inspection and testing of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies employed by the Contractor and approved by the Engineer, unless otherwise specifically provided for in the Specifications. The Contractor shall submit such samples, or such special or test pieces of materials, as the Engineer may require. The cost of the materials or finished articles which may become damaged or destroyed in making the necessary tests to determine whether or not specification requirements are met shall be borne by the Contractor. The Contractor shall not incorporate any material or finished article into the work until the results of the inspections or tests are known. All materials must be of the specified quality and be equal to the approved sample, if a sample has been submitted. Materials or finished articles rejected shall be promptly removed from the site of the work. The Town reserves the right to retain independent bureaus, laboratories or agencies to verify inspection and testing of materials.

18. DEFECTIVE WORK OR MATERIALS

If at any time before final acceptance of the Project defects shall be found in the work or materials, the Contractor shall correct such defects at his expense, forthwith removing and disposing of all defective or unsatisfactory work or materials and supplying others in accordance with the Plans and Specifications. Previous inspection of such work will not relieve the Contractor of the responsibility for good work or materials, although the defects may have been overlooked or may have been the result of damage from any cause. Neglect, thus, to make good defective or condemned work or materials shall be sufficient grounds for the Town to order the work discontinued and to have the defects completely remedied at the expense of the contractor. All materials are to be inspected before use and the contractor shall notify the Engineer in time to enable him to inspect any inaccessible work or materials before being covered. The Contractor shall furnish necessary personnel and facilities for inspection of such work or materials after being covered, if so required. If the work or materials are then found to be defective, the cost of inspection shall be borne by the Contractor, otherwise by the Town.

19. UNAVAILABILITY OF MATERIALS

If the Contractor is unable to furnish or use any of the materials or equipment specified, because of any order by a governmental agency limiting the manufacture of use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay, that he has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout that particular industry.

If substitutes are used in the work, the compensation to be paid the Contractor will be subject to review and adjustment.

20. PROPERTY PROTECTION

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, walls, posts, bridges, etc., shall be carefully protected from injury and shall not be displaced if avoidable.

If the construction of the Project shall render it necessary to move property, including privately owned public utility facilities located in public streets, highways or other public places, and all other types of property, the removal thereof shall be at the expense and risk of the Contractor. The Contractor is to obtain the consent of the Owners or others in charge, and, before commencing, shall confer with them as to the best manner of protecting the interests involved.

Except as specifically provided in the Specifications, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric transmission line, or other structure, nor enter upon the right-of-way or other lands appurtenant thereto, until notified by the Engineer that the Town has secured authority therefore from the proper parties.

The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay except as provided in Section 12 hereof.

The Town retains Ownership of any salvageable materials encountered or being replaced under the contract and the Contractor, when so requested, shall carefully remove them and leave them neatly piled or stored at the site of the work for salvage by Town forces, except when otherwise provided by the Plans or Specifications.

21. USE OF EXPLOSIVES

No blasting will be done.

22. SANITARY PROVISION

The Contractor shall provide and maintain, at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State of Florida Department of Environmental Protection and the Palm Beach County Health Department. He shall commit no public nuisance. The Contractor shall furnish an adequate supply of drinking water for his employees.

23. CLEANING UP SITE OF WORK

As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials thereat shall be promptly removed. The Contractor shall also restore in an acceptable manner all property, both public and private, which has been displaced or damaged during the prosecution of the work, and shall leave the site and vicinity unobstructed and in a neat and presentable condition.

In the event of delay exceeding two (2) days after written notice is given to the Contractor by the Town to remove such rubbish or materials, or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any money due him on the monthly or final estimate. No contract shall be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.

24. ASSIGNMENT OF CONTRACT

No assignment of the Contract, or of any part thereof, or of any monies due or to become due thereunder, shall be made by the Contractor without the prior written approval of the Town, which approval will be given only after the surety on the Contract bond has informed the Town in writing that it has no objection to such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under the contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens or claims of all persons for services rendered or materials supplied for the performance of all work embraced by the Contract.

25. ANNULMENT OF CONTRACT BY TOWN

If the Contractor shall fail to begin work under the Contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the work, or shall perform the work unsatisfactorily, or shall discontinue the prosecution of the work, or shall become insolvent or be declared a bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing to the Contractor and to his surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct same. If the Contractor shall not correct such conditions with a period of five (5) days after receipt of such notice, the Town shall upon written certificate from the Engineer reciting the facts of such delay, neglect, or default and the failure of the Contractor to comply with the directions given in such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any and all materials or equipment on the ground as may be suitable and acceptable, to enter into an agreement with another contractor for the completion of the Project, or to use such other methods as, in the opinion of the Town, shall be required for the completion of the Project in an acceptable manner. All costs and charges incurred by the Town, together with all costs of completing the work under contract, shall be deducted from any monies due or which may become due to the Contractor. In the event that the expense so incurred by the Town shall exceed the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor and the surety shall be liable and shall pay the Town the amount of such excess.

26. SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, and equipment, and for performing all work required to complete the Project under the Contract, and also in full payment for all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Town.

Only net quantities of finished work will be measured and paid for.

For each of the items included and for which a unit price is stated in the Proposal, the aggregate amount to be paid therefor by the Town at such unit price shall be the measured amount of such item incorporated in the completed Project by the Contractor and acceptable to the Engineer.

The unit prices stated in the Proposal include all costs and expenses for labor, equipment, materials, commission, transportation charges and expenses, patent fees and royalties, removing crossing or other obstructions, protecting or maintaining pipes, drains, culverts, railroad tracks, buildings, bridges, furnishing all stakes, batter boards and templets, common labor for staking out grades and lines and ordinary labor for handling materials during inspection, replacing any property disturbed, together with any and all other costs and expenses for performing and completing the work as specified.

It is mutually agreed that, due to latent field conditions which cannot be foreseen at the time of advertising for bids, adjustment of Plans to such field conditions will be necessary during construction, and therefore such changes in the Plans shall be recognized as constituting a normal and expected margin of adjustment, not unusual and not involving nor permitting any change or modification of unit prices, provided only that resulting overruns or underruns from the quantities stated in the Proposal do not exceed a reasonable percentage. Changes involving any major item in an amount not more than twenty-five (25) percent of the quantities listed in the Proposal shall be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Proposal. A major item is construed to be any item the contract price for which amounts to at least five (5) percent of the total contract price. Changes involving any minor item in an increased amount not more than two hundred (200) percent of the quantities listed in the Proposal shall also be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Proposal. A minor item is construed to be any item the contract price for which amounts to less than five (5) percent of the total contract price.

27. PARTIAL AND FINAL PAYMENT

At the end of each calendar month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. Such applications shall be submitted on standard AIA Document G702 (Application and Certificate for Payment) as modified by the Town to accommodate the tax-savings agreement. When satisfactory progress has been made, and whenever the monthly estimate shows that the value of the work completed during the previous month exceeds \$1,000.00 in amount, the Engineer will issue a certificate that such work has been completed and the value thereof, and the Town will then issue a voucher to the Contractor in the amount of ninety (90) percent of the value of the work completed as certified, less any sums that may be retained or deducted by the Town under the terms of any of the Contract Documents. Payments on estimates of the calendar month may be expected on or about the 15th of the following month. The ten (10) percent which is deducted each month is reserved by the Town as partial guaranty to it of the faithful execution of the Contract by the Contractor.

As a consideration for such payment of ninety (90) percent, the Town shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the Town of any part of the work so used.

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been approved by the Engineer, he will submit to the Town a final certificate stating that the work has been completed and the amount, based on the final estimate, remaining due to the Contractor. The Town will then accept the work as fully completed and will, not later than sixty (60) days thereafter, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the Town a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. Contractor shall submit to the Town a one (1) year warranty on total project.

28. NOTICE AND SERVICE THEREOF

All notices, demands, requests, instructions, approvals, and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the office of the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time designate to the Engineer in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope addressed to such office.

All notices or other papers required to be delivered by the Contractor to the Town or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the Town Manager, Town of Loxahatchee Groves, Florida, Town Hall, Loxahatchee Groves, Florida, and any notice to or demand upon the Town shall be sufficiently given if delivered to the office of said Town Manager, or if deposited in the United States mail in a sealed, postage-prepaid envelope to said Town Manager.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt thereof.

29. RECORD DRAWINGS

Before final inspection, the Contractor/Engineer of Record shall turn over to the Town Engineer a set of as-built plans (record drawings) showing field changes and actual installed conditions. CONTRACTOR/EOR shall provide to the ENGINEER two (2) hard copies and one (1) electronic copy of the as-built plans in AutoCAD 15 (or a version otherwise agreed by the Engineer). The plans shall be certified by a P.L.S. registered in the State of Florida. All valves, fittings, transitions, and major P.I. shall be located in three dimensions to the nearest tenth of one foot. All above and below ground improvements resulting from or part of the project, including but not limited to: paving, structures, details, pipe/conduit material/size/inverts, and site grading details shall be documented in the as-built plans.

CONTRACT

THIS CONTRACT, made and entered into on the ____ day of _____, 20____, by and between the Town of Loxahatchee Groves, Florida, party of the first part (hereinafter sometimes called the "Town"), and _____ party of the second part (hereinafter sometimes called "Contractor"):

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1 That the contractor shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the contract documents covering the project of the Town known and identified as **Collecting Canal Culvert Bridge Replacements at C Road and E Road** for the aggregate amount being _____.

2 That the contractor shall begin the work to be performed under this contract on a day to be specified in a written order issued by the Town, and shall fully complete all work hereunder within the time or times stated in the proposal.

3 That the Town shall pay to the Contractor for the faithful performance of this contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of his bid as set forth above at the times and in the manner stated in the General Covenants and Conditions of the Contract Documents.

4 It is further mutually agreed that if at any time after the execution of this contract and contract bond, the Town shall deem the surety upon such bond to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the work, the contractor shall, at his own expense, within five (5) days after the receipt of notice from the Town to do so, furnish an additional bond/bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Town. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security shall have been furnished in a manner and form satisfactory to the Town.

5 The contract documents are hereby defined as the advertisement for bids, the instructions to proposers, the proposal, the bid bond (or certified check), and contract, the contract bond, the general covenants and conditions, the special conditions, the specifications, the plans, and any addenda which may be issued. The terms and conditions of said contract documents are incorporated herein by reference and made part hereof as though fully set forth herein. The contract documents are complementary, so that a recital in one is tantamount to a recital in all, and the contractor specifically acknowledges that he has read and understands all of said contract documents.

6. This Contract may be terminated at the option of the Town should Contractor be placed on the State of Florida "Scrutinized Companies That Boycott Israel List."

7. The Town is public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

- 7.1 Keep and maintain public records required by the Town to perform the service;
- 7.2. Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- 7.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor. transfers the records in its possession to the Town; and
- 7.4 Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor’s possession. All records stored electronically by the Contractor must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 7.5 If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
- 7.6 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract for which the Town may terminate this Contract.

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

TOWN CLERK

155 F ROAD

LOXAHATCHEE GROVES, FL 33470

(561) 793-2418

vwalton@loxahatcheegrovesfl.gov

8. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof may demand and obtain records and testimony from Contractor and, any, if applicable, subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, failure of Contractor or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Contract. Contractor shall be responsible for all costs incurred by it or the Town as a result of any investigation by the Inspector General which results in an adverse determination caused by Contractor, and if applicable, subcontractors and lower tier subcontractors.

9. IN WITNESS WHEREOF, the parties hereto have executed this contract in three counterparts, each of which shall be deemed an original contract, all as of this day and year first hereinbefore written.*
TOWN OF LOXAHATCHEE GROVES, FLORIDA (Party of the first part)

BY _____ (Mayor)

ATTEST _____
(Town Clerk)
Town SEAL

(Party of the second part)

BY _____ Printed
Name & Title) _____

WITNESS _____

*In the event the contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of directors of the corporation authorizing the officer who signs the contract and contract bond to do so in its behalf.

TAX AGREEMENT

AGREEMENT between _____, hereinafter called the "Contractor" and the Town of Loxahatchee Groves

RECITALS

Contractor and the Town of Loxahatchee Groves, entered a contract dated _____, 20____, for the performance of the work described therein, a copy of said contract is attached hereto as Exhibit 1 (herein called the "Contract").

Contractor and the Town of Loxahatchee Groves desire to enter into an arrangement whereby certain purchases under the Contract can be made through the Town of Loxahatchee Groves as a means of taking advantage of the Town of Loxahatchee Groves' status of being exempt from sales and use taxes.

AGREEMENT

The Town of Loxahatchee Groves does hereby appoint Contractor as agent for the Town of Loxahatchee Groves, Florida to purchase for and in the name of the Town of Loxahatchee Groves, Florida; materials, supplies and other items shown in Exhibit A of this agreement which Contractor requires for performance of the Contract. This authority is granted only to the extent that the Contractor may use purchase orders, issued by the Town and executed by the Town Manager or authorized purchasing agent, to procure items on behalf of the Town. The purchase of any materials, supplies or other items which are not required for the performance of the Contract are expressly made outside the authority granted hereunder. The Town of Loxahatchee Groves reserves the right to delete or add items to Exhibit A when it is in their best interest.

The Town of Loxahatchee Groves will be liable for the payment of all purchases made hereunder.

Vendors will be notified to not make sales to the Contractor without a copy of an executed purchase order.

Contractor will acknowledge receipt of purchase orders issued by the Town of Loxahatchee Groves. Each purchase order is pre-numbered for accountability and unused or voided purchase orders are to be returned to the Town of Loxahatchee Groves at the end of construction. Contractor will be issued blanket purchase orders for requested amounts and vendors (as approved by the Town) to use on behalf of the Town of Loxahatchee Groves. Vendors will render statements for materials purchased to Contractor as agent for the Town of Loxahatchee Groves. After reviewing the invoices and approving the invoices, Contractor will forward these invoices to the Town of Loxahatchee Groves for payment.

The Contract provides that Contractor will perform the work under the Contract sum of \$_____. Said amount due Contractor under the Contract shall be reduced by the sum of all amounts paid by the Town of Loxahatchee Groves for materials, supplies or other items purchased hereunder and savings of sales and use tax on the purchase of such items.

SALES AND USE TAX SAVINGS DESCRIPTION

A. The Town of Loxahatchee Groves is exempt from sales and use taxes. As such, it is exempt from the payment of Sales and Use Tax on purchases of tangible property, materials, etc., necessary for the performance of work under construction contracts, provided the Town determines it is to its best interest to do so, and provided the purchase of such properties, materials, etc., are handled in the manner hereinafter described.

B. The Town of Loxahatchee Groves has determined it is in its best interests to provide the opportunity to eliminate the payments of sales tax for tangible property, materials, etc., to be used in the construction of this project, and notifies the Contractor of its intent to do so.

C. The Contractor shall submit his proposal for Base Bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. The sales and use tax savings will be affected during the performance of the contract.

D. The Contractor, Subcontractors and all material dealers are hereby made aware of the intent of the Owner to reduce the construction cost of the project by the purchase of properties, materials, etc., in the manner hereinafter described and the Contractor shall not withhold his consent to the arrangement.

E. Administrative cost incurred by the Contractor's administering the purchases in the name of the Owner shall be considered to be included in the Base Bid Proposal for work. No addition shall be added to the contract amount because of the service provided by the Contractor in the purchase of property, materials, etc., in the name of the Owner.

F. All sales and use tax savings of purchase of property, materials, etc., shall be credited to the Owner and the amount of the contract shall be reduced in the full amount of savings which are affected by the omission of payment of sales and use tax.

G. By virtue of its payment of material invoices, the Owner further intends to benefit from any discounts offered for timely payment, to the extent of the discount offered, the remaining to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The contractor shall pay any late penalties caused by their failure to process invoices within allotted time.

H. The administration of the sales and use tax savings will be in accordance with the agreements and forms bound herein and the procedure will be administered by the Town of Loxahatchee Groves.

Three (3) copies of the invoice Summary with attached invoices will be forwarded to the office of the Town Engineer for payment.

I. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented.

J. The Contractor shall have the obligation of receiving, storing, and safekeeping all goods and materials purchased on behalf of the Town pursuant to this Agreement. Further, the Contractor shall be responsible for the cost of replacing any goods or materials lost, stolen, or destroyed, and the cost of any repair for any damage to the goods and materials, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been contractor-supplied or purchased in the name of the Contractor.

K. Contractor shall maintain separate accounting records for all transactions carried out under the authority to it as agent. Such records shall be open to the Town of Loxahatchee Groves during normal business hours of Contractor. For the purposes of this contract, the estimated tax savings shall be calculated at a flat rate of seven percent (7.0%).

L. The authority granted to Contractor hereunder may be revoked by the Town of Loxahatchee Groves at any time upon written notice delivered to Contractor at its offices located at _____ during normal business hours.

Cost of administration incurred by Contractor with this tax agreement shall be included as part of the Base Bid Proposal and will not be included as a separate cost to the Owner.

_____ Town of Loxahatchee Groves, 155 F Road

_____ Loxahatchee Groves, FL 33470

_____ By: _____

By: Title: _____

Title: _____

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SECTION C

DESIGN PROPOSAL REQUIREMENTS

1-GENERAL:

- 1-1. Offerors are advised that the required submittal information will be utilized for technical review and evaluation. Information provided in the Contractor's proposal is contractually binding.
- 1-2. Proposals shall be concise and relevant to the requirements of this RFP.
- 1-3. Proposal designs detailed to the level of construction documents are not required. While the intent is to keep pre-award design effort and costs to a minimum, proposals shall provide enough design information for the evaluation team to determine whether the proposed design meets the functional requirements for operational use during the anticipated life of the facility and to show engineering sufficiency and soundness and the degree to which the proposal may exceed the minimum requirements. It must also form sufficient basis for developing a fair and reasonable price proposal.
- 1-4. Requirements, codes, standards and any other information contained or specified in this RFP will be assumed to be included and to be a part of the offeror's proposal. It need not be repeated therein. All alternates shall be specifically addressed and expanded upon in the proposal. The criteria specified in this RFP are binding contract criteria and in cases of any conflict, subsequent to award, between RFP criteria and Contractor's submittals, the RFP criteria shall govern.
- 1-5. Limit proposal submissions to that which is required and essential for evaluation of proposals. Unnecessarily elaborate proposals, beyond that which is sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate or expensive brochures, artwork, presentation medium, etc. are neither necessary nor wanted.

2-DRAWINGS:

2-1. General:

- 2-1.1. All drawings shall be submitted at common scales.
- 2-1.2. Include graphic scale and north arrow on plans.
- 2-1.3. Keynotes may be provided on drawings.
- 2-1.4. Notes with detailed narratives are undesirable on the drawings.

2-2. Site Plan:

- 2-2.1. Submit a Site Plan indicating the proposed design intent for the project site developed as a whole to include the culvert, revetment, guardrail, end treatments, road, other paved areas, walls, signs, top of bank/toe of slope, any other major site features, and equipment layout.
- 2-2.2. The Site Plan shall indicate the boundaries of work, erosion and sediment control means, and

means to maintain canal flow during construction.

3-DESIGN CONSTRUCTION SCHEDULE

- 3-1. The offeror shall provide with the proposal an outline of the planned schedule for the design, permitting / regulatory approvals and construction of the project.
- 3-2. Graphically represent in Bar Chart or CPM format the significant elements of design and construction in days of effort. The schedule shall be prepared in the form of a time scaled chart, graphically indicating the sequence proposed to accomplish each work operation and appropriate interdependencies between the various activities. The chart shall show the starting and completion dates of all activities beginning with the date of Notice to Proceed to Design through the Construction Completion Date.

4-DESIGN/BUILD TEAM'S QUALIFICATIONS AND PAST PERFORMANCE

- 4-1. Offerors shall substantiate the experience and qualifications of the Design/Build Team proposed for the project by giving specific references and information for personnel and recent similar contracts the Team or team members have completed. Team member companies that have not worked together before shall be itemized separately.
- 4-2. Provide resumes for Design/Build Team key personnel to be used on this project. Duplicates of personnel resumes required for other submittals is not necessary. Provide qualifications of personnel such as the Overall Project manager, Design Architects/Engineers, Construction Project Manager, QC Manager, Construction Superintendent, etc.
- 4-3. Provide a list of Professional Registrations/Affiliations for key personnel including professional Architect/Engineer licenses, and membership in Design and Construction Professional Associations.

5-CLARIFICATION OF THE PROVISIONS OF THIS REQUEST FOR PROPOSAL: Any explanation desired by any offeror regarding the meaning or interpretation of the RFP shall be requested in writing and received by the Engineer not later than seven (7) days prior to the closing date of this solicitation. Any interpretation made will be in the form of an amendment to the RFP, and will be furnished to all prospective offerors. Receipt of all amendments must be acknowledged in the space provided on the proposal form, or by letter or telegram received by the time set for receipt of proposals.

6-EVALUATION

- 6-1. Proposals will be evaluated using the following criteria:
 - 6-1.1. Price;
 - 6-1.2. Project understanding; Adherence to design criteria;
 - 6-1.3. Design/Build team qualifications and past performance;
 - 6-1.4. Time of completion.

SECTION D

SCHEDULE A -PROPOSAL

Description of goods and/or services to be furnished are set forth below.

1-Design and Permitting Phase: The contractor shall provide all labor, professional services, materials, equipment, and transportation necessary for the complete design, including additional investigation(s), permitting, etc. for the **Collecting Canal Culvert Bridge Replacement at C Road and E Road** project. Design services cover all professional disciplines and the entire project for a lump sum cost of:

\$ _____ in numbers;

_____ in words

2-Construction Phase: The contractor shall provide all labor, material, equipment, and transportation necessary for the complete construction and professional oversight services during construction of the **Collecting Canal Culvert Bridge Replacement at C Road and E Road** project for a lump sum cost of:

\$ _____ in numbers;

_____ in words TOTAL FOR

ITEMS 1 AND 2: \$ _____ in numbers

_____ in words

3-Time Schedule: 3-1. Design and Permitting Phase: Number of calendar days after receipt of Notice to

Proceed with design and permitting (not including review time by the Town) for:

3-1.1. 50% Design completion and submittal: _____ days

3-1.2. From 50% to 100% Design completion and submittal: _____ days

3-1.3. Permitting Phase: Number of calendar days following design approval by the Town for obtaining all necessary permit application for construction: _____ days

3-1.4. TOTAL DESIGN TIME --(3-1.1+3-1.2+3-1.3): _____ days

3-1.5. Estimated Time for receipt of all permits _____ days

3-1.6. Total Estimate Design and Permitting Time --(3.-1.4 + 3-1.5) _____ days

3-2. Construction Phase: Number of calendar days after receipt of all permits for constructing facility, including normal weather delays: _____ days

PROPOSER HEREBY ACKNOWLEDGES THAT THIS PROPOSAL INCORPORATES ALL CHANGES ISSUED BY ADDENDA PRIOR TO THE BID OPENING DATE AND THAT THE PROPOSER HAS CHECKED WITH THE TOWN OF LOXAHATCHEE GROVES ENGINEER DIVISION AT (561) ____ - ____ TO ENSURE RECEIPT OF ALL ADDENDA.

Proposer (Name of Company)

By: _____

Title & Corporate Seal ATTEST: By: _____

Business Address Contact Person: _____ Telephone: _____

Fax No.: _____ E-Mail: _____

SECTION E

DESCRIPTION/WORK STATEMENT

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- 1 Project Information
- 2 General Information
- 3 Site Information

E-2 DESIGN REQUIREMENTS

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- 2 Site Clearing, Grading & Permits
- 3 Culvert Replacement
- 4 Canal Restoration
- 5 Design Guidelines

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SECTION E-1 GUIDANCE TO CONTRACTORS
1-PROJECT INFORMATION

1-1. Project Location: **The project is two existing culvert bridge crossings located near C Canal and Collecting Canal and E Canal and Collecting Canal in Loxahatchee Groves, Florida, 33470.** Approximate Lat/Long is 26.41.19.34 N/80.16.58.26 W (source: Google Maps).

1-2. Project Description: The project includes all design, permitting & construction necessary to replace the existing corrugated metal pipe with a 96" diameter corrugated aluminum pipe at each of the two (2) locations listed in 1-1 above to result in a structurally sound bridge culvert system, including repairing the Canal banks adjacent to the culvert, and other incidental tasks. Any required geotechnical study(s), engineering analysis, etc. needed for design are to be included. All design work shall be performed by an engineer licensed in the State of Florida.

1-3. Utilities:

1-3.1. Coordination with Utility companies to ascertain facilities in the vicinity and satisfactory resolution of such shall be included.

1-4. Special Conditions:

1-4.1. This project will be awarded as a "design/build" project.

1-4.2. The contractor shall be appropriately licensed in the State of Florida.

1-4.3. The contractor shall engage registered professional engineer(s) licensed to practice in Florida to design the facility and observe its construction.

1-4.4. The contractor will meet with the Owner weekly or as otherwise mutually agreed to coordinate the work during construction. Meetings may be held at the site or Town hall.

1-5. Permits: The contractor shall obtain and include the cost in his fee for all permits required for the design and construction of this project. Fees required by the Town and the Loxahatchee Grove Water Control District (WCD) will be waived.

1-6. Budget: Reserved.

2-GENERAL INFORMATION 2-1. Validity of Information Provided:

2-1.1. A preliminary geotechnical investigation and other information are included as part of this RFP. This information is provided for the contractor's convenience and is not a part of the contract and is not a warrant of actual conditions.

2-1.2. The contractor shall verify the exact location of all underground utilities and be responsible for protecting same.

3-SITE INFORMATION

3-1. Utilities:

3-1.1. Stormwater: Comply with EPA/FDEP, SFWMD, TOWN, WCD and NPDES construction site requirements. It is anticipated that an Environmental Resource Permit with SFWMD and TOWN / WCD permits will be required for the project.

3-1.2. Electrical: Reserved.

3-1.3. Gas: Reserved.

3-1.4. Sewer: Reserved.

3-1.5. Water: Reserved.

3-1.6. Other: Reserved.

3-2. Land Use & Zoning:

3-2.1. Reserved.

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SECTION E-2 DESIGN REQUIREMENTS

1-GENERAL:

1-1. Design Responsibility. The Proposer shall design and construct all necessary civil, structural, geotechnical, and other required systems and testing in accordance with the requirements and parameters established in this Request for Proposals (RFP).

1-2. Environmental Concerns:

1-2.1. Provisions must be in place for the disposal of construction waste and debris prior to the start of construction.

1-2.2. Trash piling and burning will not be acceptable on site.

1-2.3. Waste material must be hauled off and disposed of in accordance with local, state, and federal regulations.

1-2.4. Stormwater management shall be in accordance with all applicable standards, codes, and rules. Discharge of turbid runoff, erosion, sedimentation, or other pollution into the waterway shall be prevented.

2-SITE CLEARING, GRADING & PERMITS:

2-1. Temporary and permanent erosion control and protection of disturbed areas shall be provided by the Contractor. The Contractor is to provide an Erosion Control Plan that complies with National Pollutant Discharge Elimination System (NPDES) and State of Florida regulations.

2-2. Clearing shall be limited to all areas within property boundaries.

2-3. The Contractor shall obtain all permits as may be required.

3-CULVERT REPLACEMENT:

3-1. The Town has placed unknown quantities of fill over/near portions of the culverts over time to address subsidence. The extent of fill is not fully known. Contractor may use or dispose of this material as needed.

3-2. The contractor shall determine the location and extent of (any) voids around the culvert and shall fill the voids, compact loosened soils, and stabilize the earth surrounding and above the area within the work zone.

3-3. Contractor shall provide a one year warranty on all materials and labor.

4-CANAL RESTORATION:

4-1. The ditch shall be restored to pre-construction conditions or better.

4-2. Rip rap shall be designed and added downstream of the culverts beyond the limits required by the WCD to protect the canal from future erosion, and at the upstream end if warranted.

4-3. Existing headwalls and retaining walls shall be protected.

4-4. Any excess material, or material not required for fill shall be disposed of by the contractor.

4-5. Any fill material required to complete the project shall be provided by the contractor.

5-DESIGN GUIDELINES: refer to section F-3, 3-4

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SECTION F

DELIVERABLES

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- 2 Liquidated Damages -Construction

F-2 DESIGN DISCREPANCIES AND CORRECTIONS

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2. Drawings
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4. Landscaping
5. Structural
6. Construction Specifications
9. Geotechnical Report(s)
10. Minimum Requirements for 50% Design Submittal
11. Town Review of Design Submittals
12. 100% Design Submittal Requirements
13. Final Submittal and Acceptance Prior To Construction
14. Record Drawings (As-Constructed Drawings)

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SECTION F-1

DELIVERIES OR PERFORMANCE

1-COMPLETION TIME

The Town has estimated a fair and reasonable time expectation of 120 calendar days, exclusive of Owner review(s), to complete all work; however, the contractor (under Schedule A) must evaluate the project and provide the contract completion times as part of the proposal.

2-LIQUIDATED DAMAGES – CONSTRUCTION

If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall be subject to liquidated damages as described in paragraph 12 of Section B Supplement of this RFP.

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SECTION F-2

DESIGN DISCREPANCIES AND CORRECTIONS

During both the design and construction phases, the Contractor is responsible for the professional quality, technical accuracy and the coordination for all design, drawings, and specifications furnished by the Contractor under this contract. Drawings and specifications must be signed and sealed by each appropriate professional discipline, i.e., civil by a registered civil engineer, landscaping by a registered landscape architect, and electrical and mechanical by a registered engineer from each discipline. All engineers must be registered in Florida. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in Contractor designs, drawings, and specifications. In addition, the Contractor shall construct the project without additional compensation, in accordance with such corrected or revised designs, drawings, and specifications.

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SECTION F-3

SUBMITTALS

DESIGN DOCUMENT SUBMITTAL REQUIREMENTS AFTER AWARD

This Section describes the post-award design document production and submission requirements to be provided by the Contractor (the successful Offeror/Proposer).

1-GENERAL:

- 1-1. Upon contract Award and receipt of all required documentation, the Town Engineer will issue a Notice to Proceed for Design which authorizes the development of the project construction documents and other design phase requirements of the Contractor. The NTP for Design does not authorize any construction mobilization or other construction work.
- 1-2. The Contractor shall make two design submittals for this project in addition to any required by the Engineer for Limited Notice to Proceed (fast track) site work approval. The first submittal will be at the 50% design stage and the second at the 100% stage.
- 1-3. Designs will be reviewed by the Town's team for compliance with contract requirements, but not for design validity. The Contractor remains fully responsible for the design. Any portion(s) of the overall design submitted must be sufficient in detail to permit professional evaluation as to the extent that the elements to be constructed meet contract requirements.

2-DRAWINGS:

2-1. General:

2-1.1. Provide the design drawings described below at designer-selected optimum/common scales to maximize legibility, with consideration for drawing economy. Coordinate drawing scales across design disciplines for consistency. The Town prefers 22" x 34" drawings so that reduction to 11" x 17" drawings is convenient

2-1.2. The drawings shall indicate that the Contractor's designer is the Engineer of Record.

2-2. CAD Production:

2-2.1. Drawings shall be computer (CAD) generated using AutoCAD or compatible software that can be saved in AutoCAD (.dwg) format without loss of data, quality of appearance, or accuracy. The Town prefers AutoCAD Civil 3D 2016, or compatible software.

3-SITE DESIGN/GRADING PLANS/UTILITY PLANS (CIVIL ENGINEERING):

3-1. Site Plan showing streets, driveways, parking, maintenance of traffic, and all site improvements.

3-2. Provide elevations, and details for all site work items.

3-3. Provide complete civil engineering plans and engineering details including, but not limited to; road work, grading, coffer dam(s), sediment and erosion control, geotechnical investigation results, rip rap, equipment/supply staging, maintenance of traffic, and the soil stabilization and concrete lining systems.

3-4. Design Guidelines:

3-4.1 Roadway and Canal (Minimum requirements per FDOT, MUTCD, SFWMD, LOXAHATCHEE GROVES Water Control District)

3-4.2 Geometry

Pavement radii- 25ft

Pavement width – 20ft

Clear zone road to guardrail

3-4.3 Roadway

2" SP 9.5, 10" limerock base LBR 100

3-4.5 Canal

Guardrail at intersection

Sand cement headwall

96" CAP invert elevation 10.0

50' revetment from pipe (rip rap)

2:1 sides slopes

3-4.6 Permitting

Town of Loxahatchee Groves

Loxahatchee Groves Water Control District

SFWMD

NPDES (if required)

3-4.6 Survey

As required for design, construction and record drawings. All survey by a registered surveyor

3-4.7 Drawings

Cover sheet

Plan and profile sheets 1" = 10' maximum

Detail sheets

Pollution prevention sheet

R/W lines, land lines

Baseline, control point, bench mark

Existing topography

Existing utilities

Station and offset or coordinates, dimensions, grades signing and marking

3-4.8 Utility Coordination

Confirm all utilities in area

Design of any conflicts

3-4.9 CPS

Field observations and reports

Certification

Record Drawings CAD & PDF

3-4.10 Bar Chart Schedule

Notice to proceed (Design)

Survey

50% completion

Town review

100% completion

Town approval

Notice to proceed (Construction)

Construction completion

Record drawings

Final Town acceptance

4-LANDSCAPING:

4-1. Repair all disturbed areas to equal or better condition compared to pre-construction conditions.

4-2. Match sod/groundcover where sod/groundcover exists on private lots or in the right of way in front of private lots.

4-3. Stabilize all other disturbed right of way areas with sod or seed & mulch. Slopes steeper than 4H:1V shall be pinned sod. Slopes steeper than 2H:1V shall include an approved erosion control mat

5-STRUCTURAL

5-1. Provide design documents for the culvert and surrounding soil stabilization.

5-2. Provide standard structural details, notes, and schedules.

5-3. Provide specialty details.

6-MECHANICAL

6-1. Reserved.

7-ELECTRICAL AND COMMUNICATIONS

7-1. Reserved.

8-CONSTRUCTION SPECIFICATIONS

{00246508.1 1574-0702400}

8-1. General:

8-1.1. Provide construction specifications in the Construction Specifications Institute (CSI) 16 Division, Three-Part format, or an alternate approved format.

8-1.2. The Specifications shall be in sufficient detail such that, when used in conjunction with the construction drawings, construction can be completed without additional specifications.

8-1.3. Specifications shall be in compliance with the requirements of the RFP and shall be “non-proprietary”.

9-GEOTECHNICAL REPORT(S)

9-1. A geotechnical investigation is NOT provided as part of this RFP. Proposer shall perform additional geotechnical investigation as required to design the structural culvert bedding and the surrounding soil stabilization system, and provide report(s) of results to the Town.

10-MINIMUM REQUIREMENTS FOR 50% DESIGN SUBMITTAL

10-1. Upon Award of the contract, and within the time allotted of issuance of the Notice to Proceed to Design (to the Contractor by the Engineer, the Contractor shall provide to the Town review team a 50% design submittal.

10-2. For the 50% Design Submittal, provide the construction documents listed in this Section, developed to at least 50 percent completion.

10-3. If the Contractor offered as part of the proposal to provide a fast-track design process, the Contractor shall provide the submittal materials required for consideration of Limited Notice to Proceed (LNTP) for site work. For LNTP consideration, develop and submit all related site work documents (drawings, calculations, and specifications) to 100 percent completion.

10-4. With the submitted drawings, specifications and calculations, provide:

10-4.1. Design analysis developed to the extent required to support the design or that portion of utility distribution and structural systems included in this submittal.

10-4.2. Contractor’s Independent Geotechnical Investigation results (if completed).

10-4.3. Stormwater management and erosion control plan.

10-5. Submittal quantities and requirements:

10-5.1. For each of the design submittals, the Contractor shall submit for Town review:

10-5.2. All drawings and specifications submitted will become the property of the Town and will not be returned to the Contractor.

11-TOWN REVIEW OF DESIGN SUBMITTALS

11-1. Unless otherwise indicated by the Engineer, 50% and 100% design review will take 14 calendar days from receipt of submittal.

11-2. The Town will review the Contractor's submittals for compliance with the contract requirements and the proposal on which the Award was based. The Contractor will receive from the Town review team written review comments.

ITEM	QUANTITY
Drawings:	3 sets
Specifications:	2 copies
Calculations:	2 copies
Contractor's Geotechnical Report:	2 copies

11-3. The Contractor shall make necessary corrections or revisions to the 50% review and submit a completely corrected design by the time of the due date for the 100% design submittal. No additional time extensions will be granted for the processing of the resubmittal.

12-100% DESIGN SUBMITTAL REQUIREMENTS

12-1. No later than the specified contract time following the 50% design review meeting, the Contractor shall provide the 100% Design submittal.

12-2. For the 100% Design submittal, all required submittal materials shall be 100 percent complete.

13-FINAL SUBMITTAL AND ACCEPTANCE PRIOR TO CONSTRUCTION

13-1. Final submittal:

13-1.1. Subsequent to the Town's 100% design comments, the Contractor shall submit completely corrected plans for consideration of final acceptance of the design documents.

13-1.2. Provide the same number of revised final submittals in hard copy format. Also, all final submittal drawings shall be provided in AutoCAD (.dwg) format on CD-ROM media. Unless otherwise approved by the Town, each submitted AutoCAD drawing file shall be a stand-alone version of the drawing sheet it represents, with the default view set in "Tilemode." No XREFerenced drawings nor "Paperspace" views are permitted.

13-2. Notice to Proceed (Construction):

13-2.1. Acceptance of final design documents shall be obtained from the Engineer prior to the start of any construction.

13-2.2. Acceptance is indicated by the Town Engineer's issuance of the Notice to Proceed (NTP) for construction.

13-3. Limited Notice to Proceed (Construction)

13-3.1. The Contractor may request a Limited Notice to Proceed (LNTP) for site work (fast-track) construction from the Engineer in order to expedite construction operations (i.e., the Engineer may accept a completed design submission for site development and, if found satisfactory, allow the Contractor to proceed with earthwork and other elements of site development while final plans and specifications for the total work are completed concurrently). The responsibility for a

totally integrated design in accordance with the contract shall remain with the Contractor and this LNTP in no way mitigates against that responsibility.

13-3.2. If the Engineer agrees to consider issuance of a LNTP, it will not be issued until the 50% design submission is accepted.

13-3.3. Issuance of a LNTP for Construction shall be the start date of the Contractor's Construction period and Liquidated Damages will be calculated using the LNTP for Construction as the Construction Start Date.

14-RECORD (AS-CONSTRUCTED) DRAWINGS AND SPECIFICATIONS:

14-1. Prior to Final Payment, the Contractor shall enter all changes and corrections on the original drawings. Changes and corrections entered on the documents shall be indicated by a lettered circle and noted as "Record Drawings" in the revision space provided. If no revisions or corrections are necessary on individual drawings, insert the notation "Record Drawing—No Changes" in or below the revision block.

14-2. Contractor shall carefully mark drawings during construction to accurately locate elements that will be concealed when the project is completed. Contractor shall carefully measure and show dimensions of all concealed work including, but not limited to, piping, electrical services, and conduit.

14-3. The As-Constructed drawings shall also show the location and description of any utility lines or other installations known to exist within the construction area. The location and description of exterior utilities, including measured horizontal distances from utilities to permanent facilities/featured shall be shown. Measurements shall be within an accuracy range of six (6) inches and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall show all change-in-direction points and all surface and underground components (i.e., valves, manholes, drop inlets, cleanouts, meters, etc.). The general depth range of each underground utility line shall be shown (i.e., 3-4 feet depth, etc.). A complete description of all exterior utilities shall include the actual quantities, sizes, and materials.

14-4. Neatly mark specifications to indicate names of products and manufacturers incorporated in the project.

14-5. The contractor shall deliver the As-Constructed original drawings to the Engineer for acceptance and retention within 30 days of the completion date. As-Constructed conditions shall include all site work and utility distribution systems. As-Constructed drawings shall include all drawings prepared by the Contractor during construction as part of change orders or as part of shop drawing submittals. The format and scales of all As-Constructed drawings shall be the same as the construction drawings approved by the Town at the final submittal stage. After the As-Constructed drawings are approved by the Engineer, the Contractor shall provide:

14-5.1. One signed and sealed hard copy of all As-Constructed drawings.

14-5.2. A copy of As-Constructed drawings on CD-ROM in AutoCAD (.dwg) format. Submitted AutoCAD drawings shall not contain XREFerenced drawings nor "Paperspace" views. Each CAD file shall be a stand-alone version of the drawing sheet, with the default view set in "Tilemode".

SECTION G

MATERIAL SPECIFICATIONS

1-GENERAL INFORMATION:

1-1. The material summary that follows is included to give the offeror acceptable quality standards of material, equipment, and systems for this project. The offeror is to use these standards in preparing the initial and all subsequent and construction specifications for evaluation. The contract documents developed from the proposal will also use these standards. Products, equipment and systems that equal or exceed the outline specification in the required salient features, properties, and performance characteristics may be proposed. Most commonly used items have been outlined herein, however, not all items which may be proposed by the offeror will be listed. Where items are listed below as per "Land Use Regulations" or per "Town Standards-Specifications", the offeror is directed to the Town web page "loxahatcheegrovesfl.gov".

2-MATERIAL SPECIFICATIONS

2-1. Project materials shall be specified by a professional engineer licensed in the State of Florida and shall comply with the Florida Department of Transportation (FDOT), Town of Loxahatchee Groves, the State of Florida, and national code requirements.

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SECTION H

TECHNICAL SPECIFICATIONS

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DIVISION 1 - TECHNICAL SECTIONS OF SPECIFICATIONS

SECTION 01000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.0 PROJECT LOCATION

The intersection of C Canal and Collecting Canal road and the intersection of E Canal and Collecting Canal road, in the Town of Loxahatchee Groves, Florida, 33470.

2.0 DESCRIPTION OF WORK

The project involves the installation of 96" corrugated metal culverts that are approximately 30 feet long.

3.0 SCOPE OF WORK

- A. The work to be performed by the Contractor includes furnishing all materials, labor, tools, equipment, water light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation the subject Project as shown on the Drawings and/or as herein described as specified.
All work to be in accordance with the Contract Documents.
- B. All material, equipment, labor and work to be furnished for the successful construction of this project shall be in strict compliance with the latest edition of all applicable codes, standards and referenced specifications, as well as all contract documents summarized herein.
- C. Submittals - Project submittals of all types required for this work are identified throughout the project conditions and specifications in each section. The Contractor shall be responsible for properly executing each submission with the correct forms and procedures. General requirements with respect to submittals are given in Section 01300.

4.0 REFERENCE POINTS

- A. The reference points which will be provided by the Owner as mentioned in Article 4.4 of the General Conditions, will be the staking (or otherwise marking) of the baseline as shown on the drawings. A benchmark for vertical control will also be provided. All construction staking to be provided by the Contractor.
- B. Laying Out Work – Contractor shall, immediately upon entering project site for purpose of beginning work, locate all reference points and take such action as is necessary to prevent their destruction; lay out their own work and be responsible for all lines, elevations and measurements of the grading, excavation and/or the rework executed by them under the contract. They must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from their failure to exercise such precaution.

5.0 EXAMINATION OF DOCUMENTS AND SITE

- A. Examination of Documents

1. The Contractor, in undertaking the work of this contract, shall have thoroughly examined and familiarized themselves with all contract and project documents in regards to the extent of work required. No consideration will be given any claim based on lack of knowledge or understanding of the contract documents.
2. The Contractor is responsible for furnishing and installing all items identified or detailed in the Contract Drawings whether or not they are listed in the Contract Specifications. Conversely, they shall also furnish and install all items specified whether or not they be identified or detailed in the contract drawings.
3. The Contractor shall immediately inform the Engineer in writing of discrepancies or ambiguities; and request a clarification before proceeding with the work in the area of question.

B. Examination of the Site

1. Each bidder shall before submitting their proposal, visit and examine the premises to satisfy themselves as to the scope of work, existing conditions and any difficulties attending to the performance of this work.
2. Once selected, the Contractor is assumed to have visited the site and to have taken into consideration all conditions which might affect their work.
3. No consideration will be given any claim based on lack of knowledge of existing conditions except where the contract documents make a definite provision for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.

6.0 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. All known utilities have been shown on the drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake or otherwise mark or protect their facilities. The Contractor must provide facilities and be responsible for the protection of all structures, buildings and utilities, underground, on the surface, or above ground against trenching, dewatering, or any other activity connected with the Work throughout the entire Contract Time.
- B. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.
- C. The Contractor, before beginning any excavation or demolition under this Agreement, shall provide to the Engineer the "Notice of Compliance with Chapter 556, Florida Statutes", identified in paragraph 8.13 of the Agreement.

7.0 COORDINATION

A. Responsibilities

1. Only the General Contractor shall be recognized as part of this contract. It shall be their responsibility to turn over to the Owner a complete project in all respects in accordance with these drawings and specifications.
2. The Contractor shall generally coordinate the work of all trades and be responsible for supervising the proper fabrication, delivery, storage, handling and installation of all work.

B. Cooperation - The General Contractor and all subcontractors shall cooperate with one another and with other Contractors and Land Owner doing related work, and shall coordinate their work with the work of other trades and other Contractors so as to facilitate the general progress of the work. Each trade shall afford all other Contractors every reasonable opportunity for the installation of their work and for the storage of their materials.

8.0 MAINTENANCE OF TRAFFIC

- A. In the Contractor's use of streets and highways for the Work to be done under these Specifications, conform to all Municipal, County, State and Federal laws and regulations as applicable. Provide, erect and maintain effective barricades, warning lights, and signs on all intercepted streets or highways for protection of the Work and safety of the public. All barricades or obstructions which encroach on or are adjacent to the public rights of way should be provided with lights which are illuminated at all times between sunset and sunrise.
- B. Arrange Work to cause minimum disturbance of normal pedestrian and vehicular traffic and be responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the Contractor must contact the Owner and Engineer for approval prior to completely blocking off any street to vehicular traffic during construction.
- C. Maintain traffic in accordance with Section of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- D. Contractor is responsible for preparing a Maintenance of Traffic Plan. Submit plan to roadway authority (City, County, DOT) for review.
- E. Contractor shall adhere to the Road Closure Plan included with these Specifications.

The Maintenance of Traffic Plan must be prepared by a person who is certified by the State of Florida to prepare such plan.

- F. When the Bid Form does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made thereof.
- G. Shall provide a contact name and operable telephone numbers relative to the approved M.O.T. plan should the Owner require site adjustments or contact.
- H. Logs of M.O.T. inspection will be kept and available for Owner personnel as requested. Inspection forms shall be those utilized by DOT.

9.0 PLACING EQUIPMENT INTO SERVICE

- A. N/A

10.0 SALVAGEABLE MATERIAL

- A. All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the Owner and be turned over to him. All material and/or equipment not in salvageable condition as determined by the Engineer must be disposed of by the Contractor. The actual storage site for salvageable material will be designated by the Owner.

11.0 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

- A. Boring logs, other reports and Drawings utilized by the Engineer, if attached at the end of these Specifications, are provided for Contractor's information in accordance with paragraph 4. of the Instruction to Bidders and are not a part of the Contract Documents. There is no technical data in the Boring Logs, other reports or Drawings that should be relied on by the Contractor. There also were no other reports or drawings utilized by Engineer in preparation of the Contract Documents that contained data that could be relied on by the Contractor.

12.0 DISPOSAL OF EXCAVATED MATERIALS AND DEBRIS

- A. All debris not allowed for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

13.0 UTILITY STANDARDS

- A. N/A

14.0 PROTECTION OF EXISTING OVERHEAD/UNDERGROUND ELECTRICAL LINES AND UTILITIES

- A. The Contractor shall be responsible for the protection of all existing overhead and underground electrical lines and utilities whether or not shown on the plans. The Contractor shall be responsible to coordinate and pay for the de-energizing of power lines and/or power poles during construction at no additional cost to the Owner.

15.0 POLLUTION PREVENTION PLAN

- A. A Pollution Prevention Plan shall be prepared and submitted to the Owner and Engineer which demonstrates the mechanisms and practices that will be employed to protect the construction site and surrounding area during construction. The Plan shall be consistent with Federal National Pollutant Discharge Elimination System (NPDES) permit requirements pertaining to pollution prevention plans. The plan shall include, but not be limited to, the locations of silt barriers, turbidity screens or temporary sheeting, emergency response practices, and other methods to prevent pollution. Refueling or storage of vehicles or equipment that utilize petroleum based products shall be prohibited anywhere within 50 feet of a water's edge.
- B. The Contractor is to submit and obtain a NPDES permit and comply with its requirements.
- C. Implement Plan during the progress of the Work.

- D. Stormwater Pollution Prevention Plan inspection log must be kept and on site for inspection.

16.0 COORDINATION/PROGRESS MEETINGS

- A. Contractor's project manager and a representative of subcontractor performing work at the time of meeting shall attend on onsite coordination/progress meeting(s) during the progress of the Work. Coordination and progress meetings are to be specified by the Project Engineer.

17.0 WORK SCHEDULE

- A. (Describe in general terms the Work Schedule). A work schedule shall be provided by the

Contractor at the beginning of the project and updated on a monthly basis and at the time of pay application for request of payment.

- B. Provide emergency contact information for job supervisor that is viable throughout duration of the project.

END OF SECTION

SECTION 01020

MOBILIZATION

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. This section covers the work necessary for the movement of personnel, equipment, safety equipment, first aid supplies, sanitary facilities, supplies and incidentals, the establishment and removal of temporary offices and the maintaining of services (mail, trash, etc.), bonds, insurance, traffic control, survey layout, and site clean up.
- B. The cost of bonds, insurance and any other pre-construction expenses necessary for the start of work, excluding the cost of materials is to be included in mobilization.

PART 2 – METHOD OF PAYMENT

- A. When the Bid Form includes a separate pay item for mobilization, partial payments will be made in accordance with the following.

<u>Percent of Contract Price Less Mobilization Earned</u>	<u>Allowable Percent of the Lump Sum Price of Mobilization</u>
5	25
10	50
25	75
50	100

- B. The standard retainage will be applied to these payments. Previous payments for mobilization and unpaid amounts on Allowances will not be considered in calculating the percent of the Contract Price earned. Payments will be made in stepped increments as shown and will not be interpolated between steps.
- C. When the bid form does not include a separate item for mobilization, all work and incidental costs specified as being covered under mobilization are to be included for payment under the other items on the bid form and no separate payment will be made.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General explanation of Measurement and Payment for the bid form items.

1.02 GENERAL LIMITATIONS

- A. This specification is provided for general information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing and installing all aspects necessary to complete the Work as part of the Contract.

1.03 PAYMENT

- A. Work for each bid item on the bid form shall include full compensation for, but not limited to, the furnishing of all required labor, materials, products, tools, equipment, transportation, services and incidentals, cleanup, erection and all other appurtenances to complete construction and installation of the Work to the configuration and extent as required.
- B. It is intended that all overhead, profit, insurance, bonds, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the following item descriptions be distributed among and included in the bid items stated in the bid form. No additional payment shall be made for transportation, communication, office maintenance, project signs and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault of the Contractor.
- C. All required testing, record drawings and certification. See Section 01000 - General Requirements.
- D. The contractor shall provide a detailed lump sum Schedule of Values that shall be used for the basis for payment on the basis of percentage complete as approved by the engineer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

- A. The following general Work descriptions shall also include, at a minimum, Work required to generate Construction Documents, Regulatory Approvals and Work as shown on the Drawings and in the Specifications, prepared by the Engineer of Record and all incidentals required to properly complete the Work.
- B. Bid Items.

1. **Design and Permitting Phase.** The contractor shall provide all labor, professional services, materials, equipment, and transportation necessary for the complete design, including additional investigation(s), permitting, etc. for the Canal Culvert Bridge Replacement project. Design services cover all professional disciplines required.
2. **Construction Phase.** The contractor shall provide all labor, material, equipment, and transportation necessary for the complete construction, professional oversight services during construction of the project, testing, record drawings and Engineer of Records certification of the project. The Work to be paid under this item consists of the work and operations in mobilization and demobilization to the site, including, but not limited to, those operations necessary for the movement of personnel, materials, equipment, supplies and incidentals to and from the project site. This item shall also include miscellaneous work activities such as complying with State and local laws and regulations, bonds and insurance, video tapping of existing conditions. The Work to be paid under this item shall also consists of all Work and operations required for, including but not limited to, clearing, grubbing, excavation, compaction, backfill, embankment, dewatering, grading, muck removal, guardrail, MOT and phasing plans, temporary facilities restoration, shellrock access road, asphalt roadway, sodding, erosion/turbidity control, record information, utility relocation, and record drawings, contractor submittals, storm water system, and all necessary items for the proper installation and certification of the proposed facilities.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 BUILDING CODE REGULATIONS:

All work shall be done in strict accordance with applicable requirements of the following codes:

- A. Florida Building Code (FBC), Latest Edition.
- B. Life Safety Code (NFPA), Latest Edition.
- C. Loxahatchee Groves Water Control District
- D. ADA Chapter 11 (Florida Building Code)

1.2 INDUSTRY STANDARDS:

All work shall be done in strict accordance with the following Industry Standards:

- A. Loxahatchee Groves Water Control District
- B. Building Code requirements for reinforced concrete (ACI 318-83).
- C. Manual of Standard Practice for detailing reinforced concrete structures (ACI-315).
- D. Manual of Standard Practice for reinforced concrete construction by the CRSI.
- E. Manual of Standard Practice for welding reinforcing steel, inserts & connections in reinforced concrete construction AWS D1.4-79 (AWS).
- F. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

END OF SECTION

SECTION 01068

DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Except as specifically defined otherwise, the following definitions supplement definitions of the Contract, General Conditions, Supplementary Conditions and other general contract documents, and apply to the work.
1. Owner: **TOWN OF LOXAHATCHEE GROVES**
155 F Road
Loxahatchee Groves, FL 33470
Phone: 561-793-2418
 2. General Requirements: Provisions of Division 1 sections of these specifications.
 3. Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of Contract Documents. Terms such as "shown", "noted", "Scheduled" and "Specified" have same meaning as "indicated", and are used to assist the reader in locating particular information.
 4. Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Engineer", unless otherwise indicated.
 5. Approved by the Engineer: In no case releases Contractor from responsibility to fulfill requirements of Contract Documents.
 6. Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.
 7. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.
 8. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.
 9. Provide: Furnish and install, complete and ready for intended use.
 10. Engineer: **KESHAVARZ & ASSOCIATES, INC.**
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401
Phone: 561-689-8600
 11. Contractor: Prime, General Contractor; the Vendor named in the Contract.
 12. Construction Completion Date: Substantial Completion Date. (Substantial Completion Date" is defined in the General Conditions.)
 13. Day: Calendar day.
 14. Installer: Entity (firm or person) engaged to install work, by Contractor, subcontractor or sub-subcontractor. Installers are required to be skilled in work they are engaged to install.

15. Specification Text Format: Construction Specification Institute (CSI) Master Format.
16. Overlapping/Conflicting Requirements: Most stringent (generally) language written directly into Contract Documents is to be used. Overlapping/conflicting requirements do not indicate that a less stringent requirement might be acceptable. Refer uncertainties to Engineer for decision before proceeding.
17. Where optional requirements are specified in a parallel manner, option is intended to be Contractor's unless otherwise indicated.
18. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Architect/Engineer before proceeding.
19. Abbreviations, Plural Words: Abbreviations, where not defined in Contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of Contract Documents.
20. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.

1.02 STANDARDS AND REGULATIONS

- A. Industry Standards: Applicable standards of construction industry have same force and effect on performance of the work as if copied directly into Contract Documents or bound and published herewith. Standards referenced in Contract Documents or in governing regulations have precedence over non-referenced standards, insofar as different standards may contain overlapping or conflicting requirements. Comply with standards in effect as of date of Contract Documents, unless otherwise indicated.
- B. Abbreviations: Where abbreviations or acronyms are used in Contract Documents, they mean the well recognized name of entity in building construction industry. Refer uncertainties to Engineer before proceeding.
- C. Trade Union Jurisdictions: Maintain current information on jurisdiction matters, regulations, actions and pending actions; and administer/supervise performance of work in a manner which will minimize possibility of dispute, conflicts, delays, claims, or losses.
- D. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradesperson of that corresponding generic name.

END OF SECTION

SECTION 01155

REPORTING AND PAYMENTS

PART 1 – GENERAL

1.01 PROGRESS SCHEDULE AND REPORTS

GENERAL: Within 14 days after “Notice to Proceed (Commencement of Construction)”, submit a comprehensive progress schedule indicating each significant category or unit of work to be performed at the site, properly sequenced and inter-meshed, and showing completion of the work on the date established for “Substantial Completion” of the work. Arrange schedule to indicate required sequencing of units, and to show time allowances for submittals, inspections and similar time margins. Carefully schedule the work to be performed so the required construction sequences and schedules will be maintained throughout the performance of the Contract.

1. Show critical submittal dates related to each time bar, or prepare separate coordinated listings of critical submittal dates.
2. Show double cost line immediately below date line in heading, shown in precalculated dollar-volume of completed work at end of each period scheduled.
3. Submit progress schedule for Owner’s approval and compliance with Owner’s requirements.

1.02 SUBMITTAL

Following initial revision of schedule after the Owner’s and Engineer’s review, print and distribute schedule to entities with a need-to-know responsibility, including copies to the Owner and Engineer. Post in temporary office space. As appropriate and not in excess of every 90 days, revise schedule at intervals matching payment request and redistribute. Provide copies required with payment requests.

1.03 PROGRESS MEETINGS

Conduct general progress and coordination meeting at least once each month, or as otherwise deemed appropriate, attended by a representative of each primary entity engaged for performance of work. Record discussions, decisions, and any unusual events, accidents, etc. and distribute copies to those attending and others affected including the Owner and engineer. Schedule meetings to coordinate with preparation of payment requests. A “Preconstruction Meeting” will be scheduled by the Engineer prior to “commencement of work.”

1.04 SCHEDULE OF BID TABULATIONS

Prepare a bid tabulation showing breakdown of Contract Sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit schedule of values to Owner and Engineer for review and approval prior to “Commencement of Work.” Change orders or other value revisions (by Contractor) shall be added as separate line items.

1.05 PAYMENT REQUESTS

- A. Prior to initial payment request, and as more stringently required by other sections of the specifications, submit:
 - 1. List of principal subcontractors and suppliers.
 - 2. Schedule of bid tabulations.
 - 3. Copies of permits and similar start-up authorizations or certifications.
 - 4. NPDES Pollution Prevention Plan Log.
 - 5. Pumping Logs.
 - 6. Construction progress as-builts, as applicable.
 - 7. Update schedule reflecting work completed.
 - 8. Required testing data.

- B. Following issuance by Engineer of Certificate of Substantial Completion, Contractor may submit special payment request, provided the following have been completed.
 - 1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for Owner's occupancy and use of project.
 - 2. Submit warranties and similar documentation.
 - 3. Submit maintenance manuals and provide instruction to Owner's operational/maintenance personnel.
 - 4. Complete final cleaning of the work.
 - 5. Submit record documents in both electronic format and "hard" copy (record drawings).
 - 6. Submit listing of work to be completed before final acceptance.

- C. Following completion of the following requirements, final payment request may be submitted.
 - 1. Complete work listed as incomplete at time of substantial completion, or otherwise assures Owner of subsequent completion of individual incomplete items.
 - 2. Settle liens and other claims, or assure Owner of subsequent settlement.
 - 3. Final Release of Liens from contractor, all subcontractors and all suppliers.

4. Submit proof of payment on fees, taxes or similar obligations.
5. Transfer operational, access, security and similar provisions to Owner; then remove temporary facilities, tools and similar items.
6. Completion of requirements specified in "Project Close Out" section (Section 01700).
7. Obtain consent of surety for final payment and/or partial release of retainage.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor and Engineer or Engineer's representative shall be required to attend all scheduled project meetings.
- B. The location, date and time of project meetings shall be determined by the Project Engineer.

1.02 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held within fourteen (14) days of the "Notice To Proceed" and before the commencement of work.
- B. See Section 01300 for submittals required at preconstruction conference.

1.03 PROGRESS MEETING

At least once a month there shall be project progress meeting. The meeting will be attended by a representative of the Owner, the Contractor, Engineer and such others as may be deemed appropriate at the time. The Engineer will coordinate these meetings.

1.04 MEETINGS

The Owner and Engineer, reserve the right to convene other meetings that are deemed to be in the best interest of the Owner.

1.05 CONTRACT ADMINISTRATION

Contract Administration and project meetings shall be handled by the Engineer. The Engineer will provide construction observations at regular intervals to ensure compliance with the Contracts Documents.

1.06 AGENDA

The following topics will be discussed as well as other site-specific topics at the Pre-construction meeting.

- 1 Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and the Engineer;
- 2 Channels and procedures for communication;
- 3 Construction schedules, sequence of critical work, schedule of values, details, work by subcontractors, offsite fabrication, revisions, updating, maintenance, reissue;
- 4 Contractor documents, including distribution of required copies of drawings and revisions;
- 5 Processing of Shop Drawings and other data submitted to the Engineer for review;
- 6 Processing of field decisions and Change Orders;
- 7 Project signs; PPD or BOR, Felony Trespassing, and Anti-Harassment. (No other signs are allowed.)

- 8 Assignment of Vehicular Parking and Staging Area;
- 9 Permits;
- 10 Tree protection
- 11 Completion – time extensions – liquidated damages;
- 12 Storage facilities;
- 13 Working hours;
- 14 Utility Outages, temporary power, and metering;
- 15 Completion inspections – substantial and final;
- 16 Payment procedures and forms;
- 17 “As-Built” drawings and manuals;

END OF SECTION

SECTION 01205

PROCEDURES AND CONTROLS

PART 1 GENERAL

1.01 ADMINISTRATION AND SUPERVISION

Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and Owner.

1.02 INSPECTIONS AND TESTING

- A. General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of the Contract Documents (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work to the Engineer by the most expeditious means as possible.

- A. Inspections by Installer: Require Installer of each major unit of work to inspect substrata and conditions for installation, and to report (in writing) unsatisfactory conditions. Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation, and do not install damaged or defective products, materials and equipment.

1.03 INSTALLATION, GENERAL

- A. Comply with the manufacturer's instructions and recommendations to the extent where the printed information is more detailed or stringent than requirements contained directly in Contract Documents.

- B. Timing: Install work during time and under condition which will ensure best possible results, coordinated with required inspection and testing.

- C. Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

- D. Mount individual units of work at industry-recognized mounting heights, if not otherwise indicated; refer uncertainties to Engineer before proceeding.

1.04 CLEANING AND PROTECTION

General: Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.00 DESCRIPTION

- A. Submittals from the Contractor to the Engineer shall be accompanied by a letter of transmittal.
- B. Materials and other items subject to approval shall not be incorporated in the project before receipt of written approval.

1.01 SPECIFIED ELSEWHERE

Measurement and Payment – See Section 01025 Reporting and Payments – See Section 01155 Shop Drawings - See Section 01310.

1.02 CERTIFICATION OF INSURANCE

Certificates of Insurance shall be filed with the Owner and copies to the Engineer prior to commencement of the work.

1.03 CONTRACT COST BREAKDOWN

- A. "Progress and Payment" forms shall be used to prepare values of contract cost and pay requests as required by general conditions. Contract cost breakdown shall be submitted to the Engineer within fourteen (14) days after commencement date specified in the "Notice to Proceed."
- B. No payment will be approved until contract cost breakdown is modified as requested and approved by the Engineer.

1.04 LISTING OF SUBCONTRACTORS

Submit complete list of subcontractors, including address, telephone and contact person.

1.05 SAMPLES

Submit samples as called for in the individual sections of the specifications. Samples shall be submitted at same time as shop drawings.

1.06 SCHEDULE

At Pre-Construction Conference Contractor shall submit the following:

- 1 Construction Schedule.
- 2 Shop Drawings Schedule.
- 3 Pollution Prevention Plan.
- 4 Approved Maintenance of Traffic Plan.
- 5 All Applicable Permits to Construct the Project.

1.07 APPROVALS

The Engineer must approve all submittals before they become usable documents.

1.08 TIME FOR SUBMITTALS

All submittals, i.e., shop drawings, samples, etc., to be made within fourteen (14) days from start date of project.

END OF SECTION

**SECTION 01310
SHOP DRAWINGS**

PART 1 GENERAL

1.01 DESCRIPTION

- A. Contractor shall submit shop drawings as described in General Conditions, each individual section, and this section of the specifications as required for engineer's proper evaluation.
- B. All costs arising from improper submittals will be borne by the Contractor.

1.02 SCHEDULING

- A. Shop Drawings shall be submitted in sufficient time to cause no delay in general progress of the work. Provide schedule of shop drawings submittal at preconstruction conference.
- B. Delay of submittals of shop drawings shall be no cause for extending contract time.
- C. Allow a minimum of two weeks time (more time for complicated or extensive shop drawings) for Project Engineer's review. Allow for possibility of rejection and resubmittal.

1.03 APPROVALS

- A. General Contractor shall review all shop drawings for compliance with Contract Documents. They shall be stamped with Contractor's stamp and show approval, initials of person approving, and date. No shop drawing will be reviewed by the Engineer without General Contractor's prior approval.
- B. Shop drawings will be reviewed by Project Engineer. Take action described as follows:
 - 1. Approved as submitted – Proceed with fabrication.
 - 2. Approved as noted – Make changes as noted.
 - 3. Revise/Resubmit – Resubmit with changes noted and/or required. Do not proceed with fabrication.
 - 4. Not Approved – Resubmit in accordance with Contract Documents.
- C. Approval of the shop drawings is merely an aid to the Contractor by the Engineer, checking only for conformance with design concept and compliance with Contract Documents and for quantities and dimension which shall be conformed and correlated at job site. Contractor shall remain responsible for fabrication processes and techniques of construction and for coordination of all trades.
- D. Work shall not proceed until shop drawings have been approved.
- E. Engineer or their representative may reject any or all items for installation for which there are not approved shop drawings.

PART 2 MATERIALS

2.01 DRAWINGS

- A. Shop Drawings shall be blue line or black line prints and/or manufacturer's brochures.
- B. Unless required otherwise by the Project Engineer and/or Owner, quantity shall be a minimum of five (5) sets of shop drawings or brochures. The Engineer will retain one (1) copy. Engineer will stamp all sets and return a minimum of three (3) sets to Contractor. Additional sets will be marked and stamped on request for the General Contractor.

2.02 ACCURACY

- A. If shop drawings are unnecessarily inaccurate, Project Engineer will not correct all inaccuracies but will ask for resubmittal.
- B. Shop drawings, which deviate from Contract Documents, shall be accompanied by a letter from subcontractor stating deviations from Contract Documents and reasons for appropriateness for use.

END OF SECTION

SECTION 01410
TESTING LABORATORY SERVICES

1.01 SELECTION AND PAYMENT

- A. Contractor shall employ and pay for services of an independent testing laboratory.
- B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.02 PROJECT/CONSULTING ENGINEER'S SUBMITTALS

- A. Prior to start of work, submit testing laboratory name, address, and telephone number and responsible officer to the Engineer.

1.03 LABORATORY RESPONSIBILITIES

- A. Samples to be taken by laboratory.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of work or products.

1.04 LABORATORY REPORTS

- A. After each inspection and test, promptly submit two certified copies of laboratory report to both the Engineer, and to the Contractor.
- B. Include:
 - 1. Date issued,
 - 2. Project title and number,
 - 3. Name of inspector,
 - 4. Date and time of sampling or inspection,
 - 5. Identification of product and Specifications Section,
 - 6. Location in the Project,
 - 7. Type of inspection or test,
 - 8. Date of test,
 - 9. Results of tests,
 - 10. Conformance with Contract Documents.
- C. When requested by Engineer, provide interpretation of test results.

1.05 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

1.06 CONTRACTOR RESPONSIBILITIES

N/A

1.07 SCHEDULE OF INSPECTIONS AND TESTS

- A. See individual sections of the specifications for required inspection and testing.

END OF SECTION

SECTION 01450

ENVIRONMENTAL PROTECTION

PART I GENERAL

1.01 SECTION INCLUDES:

- A. Requirements for prevention of environmental pollution and damage as the result of construction operations under this contract.

1.02 SYSTEM DESCRIPTION:

- A. Environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorable alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes.
- B. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.03 QUALITY ASSURANCE:

- A. Establish and maintain quality control for environmental protection of all items set forth herein.
- B. Record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions taken.
- C. Comply with all requirements under the terms and conditions set out in all permit(s) obtained by the Owner.
- D. The Owner's Representative will notify the Contractor in writing of any observed noncompliance with the Federal, State, or local laws or regulations, permits and other elements of the Environmental Protection Plan.
 - 1. After receipt of such notice, inform the Owner's Representative of proposed corrective action and take such action as may be approved.
 - 2. Failure to comply promptly will be grounds for suspension or termination of the contract.

PART II PRODUCTS (Not Applicable)

PART III EXECUTION

3.01 PROTECTION OF ENVIRONMENTAL RESOURCES:

- A. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the drawings and specifications.

B. Disposal of Waste:

1. Dispose of solid wastes (excluding clearing debris), in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.
2. Transport all solid waste off property and dispose of it in compliance with Federal, State and local requirements for solid waste disposal.
3. Store chemical waste in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.
4. Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Owner's Representative.

3.02 PROTECTION OF WATER RESOURCES:

- A. Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters.
- B. Monitor all water areas affected by construction activities.
- C. Construction activities shall comply with the NPDES and Pollution Prevention Plan (PPP).

3.03 PROTECTION OF FISH AND WILDLIFE RESOURCES:

- A. Keep construction activities under surveillance, management and control, to minimize interference with, disturbance to, and damage of fish and wildlife.

END OF SECTION

SECTION 01540
SECURITY AND PROTECTION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Requirements: This section specifies minimum requirements. Temporary provisions for security and protection are the Contractor's sole responsibility, and are not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative security and protection methods of facilities, equivalent to those specified is the Contractor's option. The work of this section is defined to exclude required insurance coverage, performance/payment bonds, first aid requirements, general supervision, quality control, damage surveys, enclosure of completed work and stored materials, inspections and test of the work, instructions to Owner's personnel and similar recognized protection/security provisions, which are, nevertheless, specified in other parts of the contract documents, if required.
- B. The types of security and protection facilities and services required for the entire project include, but are not limited to, the following:
- 1 Barricades, warning signs, lights.
 - 2 Security enclosure and lockup of work.
 - 3 Personnel security program.
 - 4 Environmental protection.

1.02 QUALITY ASSURANCE

- A. Regulations: Comply with governing regulations for the installation and operation of security and protection facilities, including the rules and recommendations of fire and building departments, police, rescue squad's, watchman services, and similar local organizations and companies.

1.03 JOB CONDITIONS

- A. Scheduled Uses: Provide security and protection at the times first needed at the site; and maintain, expand, and modify the facilities as needed throughout the construction period.
- B. Conditions of Use: Use security and protection facilities and services in a safe, sanitary, lawful, and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effects.

1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES

- A. General: For use in security and protection facilities, provide either new or used materials and equipment, which are in substantially undamaged and serviceable conditions. Provide types and quality levels which are recognized in the construction industry as suitable for the intended use in each application.

1.06 BARRICADES, WARNING SIGNS AND LIGHTS

- A. General: Comply with recognized standards and code requirements for the erection of substantial and structurally adequate barricades wherever needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs and inform

personnel at the site, and the general public where exposure exists of the hazard being projected. Provide lighting where appropriate and needed for the recognition of the facility, including flashing red lights where appropriate.

- B. Storage: Where materials and equipment must be temporally stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with the timing of installation and release of materials, so that the opportunity for theft and vandalism is minimized.

1.08 ENVIRONMENTAL PROTECTION

- A. General: Provide protection facilities, operate temporary facilities, conduct construction activities and enforce strict discipline for personnel at the project site in ways and by methods which comply with environmental protection regulations, and which will minimize the possibility that the air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at the project site. Avoid the use of tools and equipment which produce harmful noise; and restrict the use of noise-making tools and equipment to the hours of use which will minimize noise complaints by persons or residents near the project.

1.09 TERMINATION AND REMOVAL

- A. General: Maintain protection and security facilities and services in good operating condition through the time and use and until the completion and use of permanent work makes each temporary service unnecessary, or until the Owner's occupancy has replaced the need for the service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use had been terminated. Complete or restore permanent work which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary security and protection facilities remain the property of the Contractor.

END OF SECTION

SECTION 01640

PRODUCTS AND SUBSTITUTIONS

PART I GENERAL

1.01 PRODUCTS' LIST

- A. Within fourteen (14) days after commencement date of Contract, submit to Engineer two (2) copies of a complete list of all products proposed to be used, with name of the manufacturer and the installing subcontractor. Tabulate list by each specification section.
- B. For products specified under reference standards, include with listing of each product:
 - 1. Name and address of manufacturer.
 - 2. Trade name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data:
 - a. Performance and test data.
 - b. Reference standards.
- C. Contractor's Option: For products specified only by reference standards, select any product meeting that standard. For products specified by naming several products or manufacturers, select any one of the products or manufacturers names, which complies with the specifications.

1.02 SUBSTITUTIONS

- A. For a period of 14 days after commencement date (Notice to Proceed) of Contract, Engineer may consider written requests from Contractor for substitution of approved products.
- B. Conditions: Refer to Supplementary Conditions. Requests by Contractor will be considered when reasonable, timely, fully documented and qualifying under one or more of the following circumstances:
 - 1. Related to an "or equal" or similar provision in contract documents.
 - 2. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
 - 2. Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Engineer for redesign, investigation, evaluation, and other necessary services, and similar considerations.
- B. Submit a separate request for each product, five (5) copies of each submittal, to include the following:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.

- a. Product identification, including manufacturer name and address.
 - b. Manufacturer's literature including product description, performance and test data, and reference standards.
 - c. Samples where appropriate and/or requested.
 - d. Name and address of two similar projects on which product was used successfully in a similar application.
 - e. Detailed description of proposed construction method.
 - f. Drawings illustrating construction method.
2. Itemized comparison of proposed substitution with product or method specified.
 3. Date relating to changes in construction schedule; any change in the contract time; effect on other trades.
 4. Accurate cost data on proposed substitution in comparison with product or method specified including a proposal of the net change in the contract sum.
- D. The Engineer will be the sole judge of the acceptability of the proposed substitution.
- E. In making request for substitution Contractor represents:
1. The Contractor has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 2. The Contractor will provide the same warranties, guarantees, or bonds for the substitution as for the product or method specified herein.
 3. The Contractor will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. The Contractor waives the right to claims for additional costs related to the substitution which may subsequently become apparent and waives all rights to additional payment and time which may subsequently be necessitated, by failure of the substitution to perform as specified, and for the required Work to make corrections thereof.
 5. Cost data is complete and includes all related costs under their contract.
- F. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or project data submittals without formal request submitted in accordance with the Contract Documents.
 2. Acceptance will require revision of the Contract Documents.
- G. After date bids are reviewed, approval of substitutions shall be governed by change order procedure.

SECTION 01640

1.03 PROCEDURAL REQUIREMENTS

- A. General Limitations: Where possible, provide entire required quantity of each generic product, material, or equipment from a single source; and, where not possible to do so, match separate products as closely as possible. To extend selection process is under Contractor's control, provide compatible products, materials, and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by manufacturers for applications indicated.

END OF SECTION

SECTION 01700
PROJECT CLOSE OUT

PART 1 GENERAL

1.01 DESCRIPTION

- A. The items listed in this Section shall not be considered as a complete listing and shall in no way limit requirements that may be stated in other parts of the Contract Documents, but rather should be considered as an aid in preparing for final inspection and project close out.

1.02 BASIC REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION

- A. Punch List: The following items shall be completed prior to request for final inspection.
1. All general construction completed and the project components shall be clean.
 2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned and ready for use.
 3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
 4. All painting shall be completed, all signs installed.
 5. All surfaces, glass and metal work shall be cleaned.
 6. All finish hardware and furniture shall be installed.
 7. Project site shall be cleared of the Contractor's equipment and/or building supplies. All temporary structures and construction shall be removed.
 8. All landscaping, sod, seed and mulch shall be planted and in place. (If applicable)
 9. All signs and striping mounted, replaced and installed. (If applicable)
 10. All utility and Health Department approvals obtained.
 11. All disturbed areas re-graded and sodded or re-seeded to original condition.
- B. Record Drawings: The project record drawings shall be submitted by the Contractor for all structural work, paving, drainage, water, wastewater and any other construction done under this contract. All record drawings will be submitted to the Engineer in a digital format.

1.03 BASIC REQUIREMENTS PRIOR TO FINAL COMPLETION

- A. All of the above items for Substantial Completion shall be complete; in addition, the punch list items noted at the time of substantial completion shall have been corrected and the work completed.
- B. Warranties: Furnish all manufacturers' warranties and maintenance manuals for all equipment. For corrective work during the warranty period, submit a complete list of contact persons and phone numbers for General Contractor and all Subcontractors.

- C. Guarantees and Bonds: Furnish the following written guarantees and bonds, in duplicate, signed by an authorized representative of manufacturer, supplier and/or subcontractor in accordance with the General Conditions, Supplementary General Conditions and the technical sections of the specifications.
- D. Keys and Special Wrenches: All keys and special wrenches shall be tagged with the room number or with designed use and turned over to the Owner.
- E. Maintenance Materials: Deliver to the Owner, prior to final completion of the work, maintenance materials (extra stock) as required in the technical sections of the specifications.
- F. Manuals and Instructions:
 - 1 Deliver to the Owner, prior to final completion of the work, three bound copies of maintenance and instruction manuals customarily supplied by manufacturers for items incorporated in this work and as set forth in the General Requirements for Mechanical and Electrical work.
 - 2 Contractor and subcontractors shall provide hands on demonstrations and verbal instructions for the proper operation and maintenance of appliances, machines and equipment to the Owner or their designated representative.
 - 3 Arrange, with the Owner, an appointment for specific time to give demonstrations and instructions.
- G. Listing of Equipment: A tabular listing shall be presented to the Engineer prior to Final Completion of the project and prior to final payment, which shall include all plumbing, mechanical, electrical and special equipment by name, manufacturer, model number and serial number of each item provided.
- H. Affidavits: Provide affidavits prior to final payment as follows (upon request by owner):
 - 1. Affidavit to owner as provided in Section 00670.

END OF SECTION

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No. _____ ENGINEER's Project No. _____
Project _____

CONTRACTOR _____
Contract for _____ Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

To _____ And
To _____

The Work to which this Certificate applies has been Inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

(to be dated by OWNER)

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1983 Edition)

Prepared by the Engineers Joint Contract Committee and endorsed by The Associated General Contractors of America.
Reprinted 05/85

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES

OWNER: _____

CONTRACTOR: _____

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

This certificate does not constitute and acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20 _____

ENGINEER _____

By _____ Print Name _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20 _____

CONTRACTOR _____

By _____

OWNER accepts this Certificate of Substantial Completion on _____, 20 _____

Town of Loxahatchee Groves
OWNER

By _____

Section 01720
RECORD DRAWINGS

PART I GENERAL

- 1.01 Description
- A. Contractor shall prepare the necessary Record Drawings as required by the Engineer and Government Agencies.
- 1.02 Basic Requirements
- A. In the interest of timely detection of non-conforming work. Engineer shall promptly acquire record data and analyze data. Engineer shall promptly notify contractor of any non-conforming work.
- 1.03 Drainage and Storm Systems
- A. Contractor to leave sand-and-debris – protector filter cloth on catch basins until data collection is performed.
 - B. Dry Retention areas shall not become repositories of garbage, debris, equipment staging after construction and data collection. A second collection will be required if cleaning up of a retention area, wet or dry, is indicated by the Engineer.

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

Work Included

Demolition includes the complete wrecking of structures and the removal and disposal of demolished materials, as shown on the drawings and/or specified.

1.02 JOB CONDITIONS

A. Condition of Structures

The owner assumes no responsibility for the actual condition of structures to be demolished. Demolition drawings are provided for general information. The contractor shall field verify the conditions to be encountered in the work to be performed.

B. Salvage

Items of salvable value to the Owner shall be removed from the structure as the work progresses. Salvaged items must be transported to the locations as directed by the Owner.

C. Explosives

The use of explosives will not be permitted.

D. Traffic

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

E. Protection

Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

F. Damages

Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

PART 2 - PRODUCTS (Not Applicable) PART 3 - EXECUTION

3.01 DEMOLITION

A. Pollution Controls

- 1 Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering the air to the lowest practical level.
- 2 Comply with governing regulations pertaining to environmental protection.
- 3 Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Architect/Engineer. Return adjacent areas to condition existing prior to the start of the work.
- 4 Demolish concrete and masonry in small sections.

3.02 DISPOSAL OF DEMOLISHED MATERIALS

A. General

- 1 Remove from the site debris, rubbish, and other materials resulting from demolition operations.
- 2 Burning will not be permitted on the site unless authorized by the Land Owner, the Project Engineer, Fire Marshall and local municipal agencies. It is the Contractor's responsibility to obtain all permits.
- 3 Concrete from sidewalks, curbs, bulkhead caps etc. suitable for recycling will be transported to a licensed recycling business. The Contractor is to make a good faith effort to recycle all disposed and discarded items.

B. Removal

Transport materials removed from demolished structures and dispose of them offsite.

END OF SECTION

SECTION 02100

SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 DESCRIPTION

The subsurface investigation attached as performed by Ardaman & Associates, Inc., 2200 N. Florida Mango Road, Suite 101, West Palm Beach, FL 33409, is summarized with findings and recommendations in the attached report. This report is incorporated for the Contractors information in accordance with general conditions.

Data in the subsurface investigation report was used for the basis of the design and is available to the Contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor.

Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

END OF SECTION

SECTION 02100

SECTION 02105

SITE CLEARING

PART 1 - GENERAL

1.01 SCOPE OF WORK

This section includes clearing of the site of incidental paving and curbs, debris, grass, trees, and other plant life in preparation for site or building excavation work as shown on the plans and as necessary to prepare the area for the proposed construction.

1.02 SECTION INCLUDES

- A. Remove surface debris.
- B. Remove paving, curbs, and fencing.
- C. Clear site of plant life and grass.
- D. Remove tree and shrubs.
- E. Remove root system of trees and shrubs.
- F. Protection of existing trees and shrubs.

1.03 REGULATORY REQUIREMENTS

- A. Conform to all applicable federal, state, and local codes pertaining to the disposal of materials and debris.
- B. Coordinate clearing work with utility companies.

PART 2 - PRODUCTS - (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 PREPARATION

Verify that existing plant life and features designated to remain are tagged or identified.

3.02 PROTECTION

- A. Protect from damage all utilities that are to remain.
- B. Protect trees, plant growth, understory growth, environmentally sensitive areas, and features designated to remain as final landscaping.
- C. Protect benchmarks and existing structures from damage or displacement.
- D. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

3.03 CLEARING

- A. Remove and dispose of all trees, stumps, shrubs, grass, roots, and other such protruding objects, and buildings, structures, appurtenances, existing pavement, and other facilities necessary to prepare the area for the proposed construction.
- B. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
- C. All stumps, roots, and other debris shall be grubbed and removed a minimum of 12 inches below the surface of the ground or as necessary to remove roots ½" in diameter or larger.
- D. Remove such items elsewhere on site or premises as specifically indicated. Relocate items as directed.
- E. Remove and dispose of existing concrete pavement, concrete sidewalk, pavement, curb, and curb and gutter, where shown on plans or directed by the Engineer to be removed.
- F. Fill depressions caused by clearing and grubbing operations with topsoil, unless further excavation or earthwork is indicated. Place fill material in horizontal layers not exceeding 12 inches loose depth and thoroughly compact to a density equal to adjacent original ground.

3.04 REMOVAL

- A. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer. All disposal costs are the Contractor's responsibility.
- B. Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction and other work as indicated.
- C. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of those sections. Removal of abandoned underground piping or conduit interfering with construction is included under this section.
- D. Hazardous Materials including asbestos pipe shall be removed and disposed of in accordance with all applicable codes and regulations.

END OF SECTION

SECTION 02200

EARTHWORK, GENERAL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This section consists of furnishing all labor, materials, tools, equipment, and supplies necessary in connection with all earthwork.
- B. Earthwork shall be interpreted to include clearing the work site, loosening, loading, removing, transporting and disposing of all wet or dry material necessary to be removed for the purpose of construction; the sheeting, bracing, drainage and backfilling of trenches and pits, and the grading and shaping of swales and berms around the finished structures.
- C. Remove topsoil and stockpile for later use or remove from site, as applicable.
- D. Excavate subsoil and remove unsuitable material from site. Save and stockpile for reuse soils of desirable quality for planting.
- E. The extent of earthwork is as shown on the drawings and/or specified.

1.02 RELATED SECTIONS

- A. Section 02105: Site Clearing.
- B. Section 02225: Trenching, Backfilling and Compacting.

1.03 QUALITY ASSURANCE

- A. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, a registered land surveyor in the State of Florida is to replace it in its original condition and location.
- C. Protect existing trees and other landscaping which are to remain. Replace at no cost to owner any landscaping which is damaged or destroyed.
- D. Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

1.04 SITE EXAMINATION

- A. The data on indicated subsurface conditions are not intended as representations or warranties of the accuracy of continuity between soil borings. It is expressly understood that neither the Owner nor the Project Engineer will be responsible for interpretations or conclusions drawn there from by the Contractor. The data are made available for the convenience of the Contractor. Additional test borings and other exploratory operations may be made by the Contractor at no cost to the Owner or Project Engineer.

- B. Contractors, before submitting bids, shall familiarize themselves as to location and nature of the work, character of equipment, and facilities needed for the performance of the work, general and local conditions prevailing at the site, and other matters which may in any way affect the work under contract.
- C. Examine sources of information concerning ground water level, whether surface or subsurface. Each bidder is to draw their own conclusion concerning ground water levels and how water affects their own work.
- D. The contractor must assume the risk of meeting quicksand, hard pan, boulders, clay rubbish, unforeseen obstacles, underground water mains, sewers, water service pipes, gas pipes, drain tile, hydrant leads, pavement, etc.

1.05 JOB CONDITIONS

- A. Existing utilities:
 - 1 Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.
 - 2 Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner, and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.
 - 3 Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Project Engineer and then only after acceptable temporary utility services have been provided.
 - 4 Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.
- B. Use of Explosives: The use of explosive is not permitted.
- C. Temporary Protection:
 - 1 Barricade open excavations made as a part of earthwork operations and operate warning lights as required by authorities having jurisdiction, and applicable laws and regulations.
 - 2 Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 - 3 Contractor shall take all precautions necessary to prevent soil erosion and provide all embankments with adequate slope protection.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. Backfill and Fill Materials:
 - 1 Soil materials for use as backfill and fill shall be free of rock or gravel larger than two inches in any dimension, debris, waste, vegetable, and other deleterious matter.
 - 2 Use excavated or borrow material that has been sampled, tested and certified as satisfactory soil material.
- B. Subbase Material:
 - 1 Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.
 - 2 Use material complying with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
- C. Unsuitable materials:
 - 1 Unsuitable materials as determined by the Project Engineer, such as peat, muck, roots, logs, debris, brush, sod, clay, loam or other similar materials, shall not be used.
 - 2 Existing unsuitable materials as determined by the Project Engineer occurring beneath structure foundations shall be removed and replaced with compacted fill in accordance with the applicable compaction criteria.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which earthwork is to be performed and notify the Project Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 GENERAL

- A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Accomplish earthwork in a manner that provides for the safety of the public and workers, as well as for the protection of property.
- C. Conduct operations with minimum interference with road and other facilities.
- D. Perform dewatering as required to achieve results indicated herein.

3.03 EXCAVATION CLASSIFICATIONS

- A. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Project Engineer. Such excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
1. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.
 2. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation.
 3. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.
 4. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.
 5. Rock payment lines are limited to the following:
 - a. Two feet outside of concrete work for which forms are required, except footings,
 - b. One foot outside the perimeters of footings,
 - c. In pipe trenches, 6" below invert elevation of pipe and 2 feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.
 - d. Neat outside dimensions of concrete work where no forms are required, and
 - e. Under slabs on grade, 6" below bottoms of concrete slab.
- B. Unauthorized excavation consists of removal of materials beyond indicated elevations or dimensions without the specific direction of the Project Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Project Engineer.

3.04 ADDITIONAL EXCAVATION

- A. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.
- B. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material and its replacement as directed by the Project Engineer.

3.05 DEWATERING

- A. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.
- B. Convey water removed from excavations and rain water to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.
- C. The Contractor shall do all pumping and bailing, build all drains, and do all other work necessary to keep the excavation clear of groundwater, sewage, storm water or other water during the progress of the work and until the finished work is safe from injury. All water pumped or drained from the work shall be disposed of in a satisfactory manner without damage to adjacent property or to other work under construction, and in accordance with Pollution Prevention Plan (PPP).
- D. The Contractors shall comply with all requirements of South Florida Water Management District Dewatering Permits and shall provide pump logs and Pollution Prevention Plan (PPP) reports to the Project Engineer as applicable.

3.06 CLEARING AND GRUBBING

- A. Within limits of areas designated for grading and site construction work, clear, grub, and remove trees, brush, stumps, wood debris, and other deleterious materials not required to remain as part of the finished work.
- B. Remove grass, plants, vegetation, and organic material from same area.

3.07 EXCAVATION

- A. Excavate after stripping, clearing, and grubbing has been completed. Remove unsuitable materials encountered.
- B. Excavation shall be as required for the construction to the lines and grades shown on the contract drawings.
- C. Stability of Excavations:
 - 1 Slope the sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
 - 2 Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

D. Material Storage:

- 1 Stockpile excavated materials classified as satisfactory soil material where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
- 2 Locate and retain fill materials away from edges of excavations.
- 3 Dispose of excess soil material and waste materials as needed or directed by Engineer.

3.08 EXCAVATION FOR PAVEMENTS

Cut the surface under pavements to comply with cross-sections, elevations and grades as shown.

3.09 EXCAVATION FOR TRENCHES

- A. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room. Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping to establish the indicated flow lines and invert elevations. Trench excavation shall comply with the "Florida Trench Safety Act" (90-96, Laws of Florida).
- B. Where rock is encountered, carry the excavation 6" below the required elevation and backfill with a 6" layer of crushed stone or gravel prior to installing pipe.
- C. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for the entire body of the pipe.
- D. Do not backfill trenches until tests and inspections have been made and backfilling authorized by the Project Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

3.10 BACKFILL AND FILL

A. Ground Surface Preparation:

- 1 Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
- 2 When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

- 1 Place backfill and fill materials in layers not more than 12" in loose depth for material compacted by heavy compaction equipment, and not more than 4" loose depth for material compaction by hand-operated equipment.

- 2 Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy.
- 3 Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.11 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

B. Percentage of Maximum Density Requirements:

- 1 Miscellaneous slabs: Compact top 12" of subgrade and each layer of backfill or fill material at a minimum of 98% maximum density (optimum moisture) per ASSHTO T-180.
- 2 Lawn Areas: Compact each layer of backfill or fill material at a minimum of 90% maximum density (optimum moisture) per ASSHTO T-180.

C. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations.
2. Remove and replace, or scarify and air dry, soil materials that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.12 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

3.13 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction:

- 1 Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.
- 2 Make in-place soil density test during compaction operations in accordance with AASHTO T-180. Make at least one field density test of the subgrade for every 2,000 sq. ft. of paved area, but in no case less than three tests. In each compacted fill layer, make one field density test for every 2,000 sq. ft. of overlaying paved area, but in no case less than three tests.
- 3 If, in the opinion of the Project Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

3.14 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 1. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.
- C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.15 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal To Designated Areas on Owner's Property: Transport excess excavated material classified as satisfactory soil material to designated soil storage areas on the Owner's property. Stockpile soil or spread across the ground, as directed.
- B. Removal from Owner's Property: Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it legally.

END OF SECTION

SECTION 02225

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings and/or specified. This section includes furnishing equipment, labor and material, and performing all operations necessary and incidental to perform the required work.

1.02 RELATED SECTIONS

- A. Section 02105: Site Clearing
- B. Section 02200: Earthwork, General

1.03 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. Work under this section shall be in accordance with the following codes and standards:
 - 1 American Association of State Highway and Transportation (AASHTO).
 - 2 Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" Latest Edition.
 - 3 "Trench Safety Act" (90-96, Laws of FL).

PART 2 - PRODUCTS

- A. No material shall be used for backfill which contains stones having dimensions in excess of two inches, debris, vegetation, deleterious material, or earth with an excessive void content.
- B. All material used for backfill shall be of quality acceptable to the Project Engineer and shall be free from large lumps, wood, or other extraneous material.

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interferes with the execution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

- A. GENERAL:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified and/or shown on the drawings or as necessary. Excavation shall be unclassified regardless of material encountered. Undercutting will not be permitted, except when ordered by the Project Engineer. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, and/or as directed by the Project Engineer.
 2. Where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint and backfill over exposed roots as soon as possible.
 3. Except in rock-and water-bearing earth, mechanical excavation shall be limited to four inches above the elevation of the pipe invert. All additional excavation shall be made manually. Excavation in rock shall be made by a method approved by the Project Engineer.
 4. The Contractor shall dispose of the excavated materials not required or suitable for backfill as specified in Section 02200, and shall perform such grading as may be necessary to prevent surface water from flowing into the trenches. Haul or disposal of material will be the responsibility of the Contractor. Sheeting and shoring shall be installed as may be necessary for the protection of the work, for the preservation of adjoining property and structures or for the safety of the employees. Unless otherwise indicated, excavation shall be by open cut.
 5. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas. If subsurface water is encountered, the Contractor shall utilize approved means to adequately dewater the excavation so that it will be dry for working and pipe lying. A wellpoint system or other approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying. All existing improvements such as pavements, conduits, poles, pipes and other structures shall be carefully supported and fully protected from injury. They shall be restored without compensation in the event damage occurs.
 6. All muck below storm drain pipes and structures shall be completely removed to the width of the trenches at the pipe and to the depths where sand or other acceptable material is encountered. After removal of all muck, the trench shall be filled to the invert of the pipe with select fill placed and tamped in eight-inch layers. Each layer shall be compacted to not less than 98% of the maximum density as determined by AASHTO Method T-180.
- B. ROCK: Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter but in no case less than 8" below the bottom of the pipe. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.
- C. UNSTABLE SUBGRADE
1. In the event that unsuitable materials are encountered at or below the excavation depth specified and/or shown on the drawings, the Project Engineer shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the Project Engineer in writing.

SECTION 02225

- a. Suitable earth or sand compacted in the trench.
 - b. Gravel or crushed lime rock, compacted in the trench.
 - c. Existing materials stabilized after removal and then replaced and compacted in the trench.
2. The Project Engineer shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe or structure to be supported, and the availability and character of stabilizing materials.

D. TRENCHES

- 1 Keep the pipe laying operation as close to the excavation operation as possible during the prosecution of the work.
- 2 Pipe trenches shall be excavated to a depth that will insure proper cover and installation for all types of pipe. Trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than two feet more than the greatest exterior diameter of the pipe. To protect the pipelines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspection. In no case will the bells be used to support the body of the pipe.
- 3 In order to avoid existing utilities or culverts, at times it may be necessary for the pipe to be installed deeper than the minimum cover specified in the preceding paragraph. At such time the Contractor will not be allowed extra compensation for the additional excavation involved whether or not the utilities or culverts were indicated on the plans.
- 4 In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the Project Engineer shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging for vehicles or pedestrians shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the Owner.

E. REMOVAL OF UNSTABLE MATERIAL: All pipe and other structures shall be provided with a stable foundation; any material which, by reason of kind or condition, is not or cannot be made stable by drainage or compaction shall be removed or replaced. All unstable material below the grade line of the pipe shall be removed for the full width of the trench and replaced with suitable selected material.

F. SHEETING AND SHORING: The Contractor shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the Contractor during backfilling operations as approved by the Project Engineer.

- G. **BEDDING:** The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe. The pipe shall be carefully bedded in a soil foundation that has been accurately shaped and rounded to conform to the lowest 1/4 of the outside circular portion of the pipe for its entire length, and when necessary, shall be tamped to secure uniform, firm support. Where bell and spigot pipe is used, the bell holes shall be deep enough to ensure that the bell does not bear on the bottom of the excavation, and shall not be excessively wide in the longitudinal direction of the culvert or storm drain.

3.03 DRAINAGE

- A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the Project Engineer in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, at a minimum noise level suitable to a residential area. The Contractor will not be allowed to discharge water into the storm drainage system, environmentally sensitive lands, adjacent private property and public thoroughfares without written approval from the Project Engineer and Property Owner. Approval will be subject to the condition that the storm sewer be returned to its original conditions.
- B. The Contractor is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The Contractor shall be financially responsible for any nuisance created due to carrying off water from their drainage system.

3.04 INSTALLATION OF PIPE

- A. **GENERAL:** Piping and appurtenances for storm sewers shall be of the type and material called for in these specifications or as shown on the drawings. All pipe, fittings, jointing materials, grates, manholes frames and covers, and other appurtenances and materials shall be new material and if not specifically described herein shall be of the best quality and entirely suitable for the service intended. All such materials shall be approved by the Project Engineer prior to installation.
- B. **HANDLING AND STORING:** Pipe shall be protected during shipping, storage and handling against impact shocks, free fall or other damage. Any damaged pipe shall be removed from the job site immediately.
- C. **PIPE LAYING:**
 - 1 The trench shall be prepared as specified herein and each pipe section shall be installed in strict conformance to the line and grade shown on the drawings.
 - 2 As pipe laying progresses, the interior of the pipe shall be cleaned of all dirt and superfluous materials. The Contractor shall at all times take whatever measures are necessary to prevent the entrance of dirt and other foreign matter into the system. In the event that it is necessary to clean the pipe before final acceptance, the Contractor shall do so without additional compensation.

- D. OPEN TRENCH: No more than 200 linear feet, or the length of trench between consecutive drainage structures, shall be left open behind pipe laying unless directed in writing by the Project Engineer. All trenches and excavations shall be backfilled immediately after all pipe and joints have been inspected and approved by the Project Engineer. In no instance shall any trench be left open for more than 24 hours before backfilling.

3.05 BACKFILLING

A. TRENCHES

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipeline is provided. Clean earth, sand, crushed limerock or other material approved by the Project Engineer shall be used for backfill. Backfill materials shall be selected, deposited and compacted so as to eliminate the possibility of lateral displacement of the pipe.
2. Under Pipe: Trenches shall be backfilled from the bottom of the trench to the centerline of the pipe with predominantly sandy material free from rocks or stones, placed in six inch layers and compacted to 100 percent of the maximum density, as determined by AASHTO T-180 using the appropriate equipment, under and on each side of the pipe and between the pipe and wall of trench. Backfilling material shall be deposited in the trench for its full width on each side of the pipe and appurtenances.
3. Over Pipe: From the centerline of the pipe, fittings and appurtenances, to an elevation two feet above the top of the pipe, the trench shall be backfilled by hand or by approved mechanical methods. The backfill material shall be as specified in 1, above, and shall be consolidated by use of tampers.
4. The remainder of the backfill shall be compacted by means of mechanical tampers. The backfill shall be deposited and compacted in 12" layers when mechanical tampers are used to achieve compaction. Compaction shall be carried by AASHTO Method T-180 for the entire depth.
5. In areas to be paved, the entire depth of backfill shall be deposited in 12" layers and compacted by mechanical tampers to achieve a density of at least 98% of the maximum density as determined by AASHTO Method T-180 for the entire depth.
6. Density tests for determination of the specified compaction shall be made by a testing laboratory approved by the Project Engineer. The location of the tests shall be as selected by the Project Engineer.

3.06 PAVEMENT RESTORATION

- A. The pavement replacement of all paved areas damaged during the construction of the off-site utilities shall be done by the Contractor. The pavement replacement shall be completed according to the replacement detail shown in the detail drawings.

3.07 SIDEWALK REPLACEMENT

- A. Concrete sidewalk removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing sidewalk and the Contractor shall dispose of this material as directed by the Project Engineer. Sidewalks shall be replaced on a compacted subgrade and shall be 4 inches thickness in residential areas and 6 inch thickness in the right-of-way within commercial area.
- B. Where any portion of the sidewalk is removed due to construction, the full width of the sidewalk shall be replaced.

3.08 DRIVEWAY REMOVAL AND REPLACEMENT

- A. Driveways and off-street parking areas that are paved with concrete or asphalt and cut by the construction shall have a minimum of 6 inches of base for all driveways. The thickness of base from the property back and in all easements shall be equal to the thickness of the original base. The base course for asphalt driveways shall be compacted to a minimum of 98 percent of the maximum density as determined a AASHTO Method T-180. Lime rock for pavement base shall conform to the Florida Department of Transportation Standard Specifications.
- B. The wearing surface for all driveways within right of ways shall be to the thickness shown on the drawings.
- C. Concrete for driveways shall be 3,000 psi. The concrete shall be a minimum of 4" thick from the property line back and 6" thick from the property line to the edge of pavement. The concrete driveway replacement shall be no less than the thickness removed, but not less than that specified above. Concrete shall be cut with a saw.
- D. All driveways other than paved or concrete within right-of-way shall be restored with a minimum depth of 6 inches of shell, lime rock or gravel. Driveways shall be replaced with like materials. The cost of driveway replacement shall be included in the cost of the various applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.09 RESTORATION OF SURFACE IMPROVEMENTS

- A. All surface improvements on public or private property which have been damaged or removed during excavation or any of the other Contractor's operation or other various construction activities shall be restored to conditions equal to or better than conditions existing prior to beginning work. These surface improvements include but are not limited to grass plots, sod, shrubbery, ornamental trees, signs, fences, mailboxes, and other improvements on public or private property.
- B. Road shoulders, alleys and driveways of shell, lime rock, stabilized soil or gravel where disturbed shall be restored with like materials as removed. There shall be no mixing of unlike materials. The disturbed area shall be replaced with the appropriate materials to a minimum depth to restore it to a condition equal to or better than conditions existing prior to beginning work.

- C. Roadways other than paved streets where disturbed shall be replaced with like materials to a minimum compacted thickness of 12". There shall be no mixing of unlike materials. These roadways shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO Method T-180. No additional cost for replacement of roadways other than paved streets will be allowed by the Owner.

3.10 FINE GRADING

- A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours as existed prior to beginning construction or as shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.11 DISPOSAL OF MATERIALS

- A. Such portions of the excavated materials as needed shall be used for backfilling and graded about the completed work to the elevations shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the Contractor at a legal disposal site. Disposal cost is Contractors responsibility, or as designated in the contract documents.

3.12 MAINTENANCE OF AREA UNDER CONSTRUCTION

- A. As specified in this section, the Contractor shall keep the pipe laying operation as close to the excavation operation as possible during the execution of the work. The Contractor shall maintain their construction activity for each main pipeline installation crew to one location not exceeding 800 feet in length. Construction activity within this 800 foot section shall include all phases of the pipe laying operations including dewatering equipment, excavation, pipe laying, backfilling of trenches, and the completion of the restored base construction as specified.

3.13 STABILIZED SHOULDER RESTORATION

- A. The following repair procedure applies to all roads. All construction, maintenance of traffic, materials, and restoration of surface improvements shall comply with the specifications required by the Florida Department of Transportation Standard Specifications.
- B. It is the intent of these specifications to provide a stabilized shoulder to a thickness and width indicated on the drawings and having a minimum bearing value of LBR 40.
- C. Compaction shall be by rolling with a combination of steel wheel and rubber tire rollers until a minimum density of 98 percent of the maximum density is reached as tested under AASHTO Method T-180. Compaction and finishing shall be in accord with the Department of Transportation Standard Specifications. All passing density tests for stabilization will be paid for by the Owner and all failing density tests for stabilization will be paid for by the Contractor.

3.14 DETOUR FACILITIES

Contractor shall comply with the approved Maintenance of Traffic Plan.

END OF SECTION

SECTION 02227

TRENCH SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 INTENT

- A. The purpose and intent is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety ("Florida Trench Safety Act", 90-96, Laws of FL, effective October 1, 1990).

1.02 CONTRACT BID ITEMS

- A. The contract bid submitted by the contractor who will perform such excavation shall include:
- 1 A reference to the trench safety standards that will be in effect during the period of construction of the project.
 - 2 Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.
 - 3 A separate item identifying the cost of compliance with the applicable trench safety standards.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. A contractor performing trench excavation shall:
- 1 As a minimum, comply with the excavation safety standards which are applicable.
 - 2 Adhere to any special shoring requirements, if any, of the state or other political subdivision which may be applicable to such a Project.
 - 3 If any geotechnical information is available from the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the trench safety system which it will employ on the project. This paragraph shall not require the owner to obtain geotechnical information.

END OF SECTION

SECTION 02231

AGGREGATE BASE COURSE

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work covered by this section of the specifications consists of furnishing all plant, labor, materials, equipment and supplies and performing all operations in connection with the construction of the paving base, in strict accordance with this section of the specifications and the applicable drawings, and subject to the terms and conditions of the contract.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The base shall consist of either lime rock, Grade No. 2, or local shell rock, constructed in courses as shown, all as specified in Sections 200, 250, 911 and 913 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2.02 REFERENCE STANDARD

- A. The following standards listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto.
 - 1. Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction", latest edition. Where reference is made herein to the FDOT specifications, delete the section referencing the basis of payment and other pay measurement requirements.
 - 2. American Association of State Highway and Transportation Officials (AASHTO) Standard:

PART 3 - EXECUTION

3.01 COMPACTING AND FINISHING BASE

- A. In accordance with Section 200-6 of the FDOT Specifications.

3.02 DENSITY TESTS:

- A. In accordance with Section 200-6 and 200-7 of the FDOT Specifications.

3.03 CORRECTION OF DEFECTS

- A. If at any time the subgrade material should become mixed with the base course material, the contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

- B. If cracks or checks appear in the base, either before or after priming, which in the opinion of the Engineer would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

3.04 MEASUREMENT AND PAYMENT

- A. Where separate payment for the paving base is provided, the quantities to be paid for under this item shall be the actual in place measurements between the neat lines indicated for base width. The quantities of paving base, determined as provided above, shall be paid for at the contract unit prices for this item, completed and accepted. Where payment for the paving base is grouped with the prime coat, tack coat, and wearing surface, the quantities to be paid for under this item shall be the actual measurements of completed wearing surface between the neat lines indicated on the construction drawings, regardless of the base width indicated. The quantities determined as provided above, shall be paid for at the contract unit prices for this item, complete and accepted. Payment shall not be based on FDOT payment methods.

END OF SECTION

SECTION 02513

TYPE "S" ASPHALTIC CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Work Included: Type "S" Asphaltic Concrete Paving (prime coat, tack coat, and surface course).
- B. Extent of asphaltic concrete paving work is shown on the drawings.
- C. Aggregate base course is specified in Section 02231.

1.02 REFERENCE STANDARDS

- A. The following standards listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto:
 - 1. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition.
 - a. Where reference is made herein to the FDOT Specifications delete there from the basis of payment and other pay measurement requirements.

1.03 DESIGN REQUIREMENTS

- A. Require tests of asphaltic concrete mix to comply with the requirements of Sections 331 and 332 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition. Use of untested asphaltic concrete mix shall not be permitted.

1.04 SUBMITTALS

- A. Submit the following for approval:
 - 1. Asphaltic concrete design mix in accordance with Section 331.4 of the FDOT Specifications.

1.05 QUALITY ASSURANCE

- A. Perform tests in accordance with Section 331.5 of the FDOT Standards except for Method of Payment.
- B. Perform work in accordance with contract document in a neat and accurate manner.
- C. Mixing Plant: Conform to FDOT Standards.
- D. Obtain materials from same source throughout.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Primer: Provide cut-back asphalt, RC-70 or RC-250 meeting the requirements of Section 916-3 and Section 300 of the FDOT Specifications.
- B. Tack Coat: Emulsified RS-2 asphalt tack coat per Section 300 FDOT Specifications.
- C. Asphalt Concrete: Asphaltic concrete mix in accordance with the requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, Section 331 and/or 332 using type and thickness as shown on the plans.
- D. Base Course: Provide aggregate base courses in accordance with requirements of Section 02231 "Aggregate Base Course" and Section 911 and 913 of the FDOT Specifications.
- E. Subgrade: Construct subgrade in accordance with Sections 160, 161, 162 and 171 of the FDOT Specifications.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that subgrade and base are dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Do not begin paving installation without Project Engineer acceptance of the substrate.

3.02 PREPARATION

- A. PRIMER:
 - 1. Apply prime coat in accordance with manufacturer's published instructions and FDOT Specifications, Section 300.
- B. TACK COAT
 - 1. Apply tack coat in accordance with manufacturer's published instructions and FDOT Specifications, Section 300.

3.03 PLACING ASPHALT PAVEMENT

- A. Place in accordance with Section 330-9 of the FDOT Specifications.
- B. Place each course to compacted thickness as shown on the plans.
- C. Compact pavement by rolling in accordance with Section 330-10 of the FDOT Specifications.
- D. Prepare joints in accordance with Section 330-12 of the FDOT Specifications.

- E. Protect finished surface in accordance with Section 330-14 of the FDOT Specification.

3.04 TESTING

- A. Asphaltic Concrete: Provide certified laboratory tests as specified by FDOT Section 331 and 332.

3.05 PROTECTION

- A. Immediately after placement, protect pavement from mechanical or chemical damage for as long as required until accepted by Project Engineer.

END OF SECTION

SECTION 02618

PAVEMENT MARKING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Work Included:

- 1 Thermoplastic and paints for traffic striping and markings
- 2 Signs
- 3 Arrows
- 4 Letters
- 5 Raised retro-reflective paint markers (RPM's)

B. Related Work:

- 1 Asphaltic Concrete Pavement
- 2 Surface Coating
- 3 Fire Lanes

1.02 REFERENCE

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.

1.03 SUBMITTALS

Submit paint tests, as indicated in Sections 706, 710, 711, and 971 of FDOT Specifications and as applicable to hereinafter-indicated material.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with the Contract Documents in a neat and accurate manner.
- B. Equipment shall be of a type and design which will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and as to alignment.

1.05 STANDARDS

Where reference is made herein to the FDOT Specifications delete therefrom the basis of payment and other pay measurement requirements.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Traffic Paint and Thermoplastic Traffic Markings: In accord with requirements as indicated in Sections 971-12 and 711-2 of the FDOT Specifications.

- B. Paint Color: White and yellow. As shown on the drawings. All handicapped related markings are to be painted blue.

PART 3 - EXECUTION

3.01 APPLICATION

- A. In accordance with Sections 706, 710 and 711 of the FDOT Specifications.

3.02 PROTECTION OF PAINTED MARKINGS

- A. Protection of Stripes: Newly-painted stripes, or other markings, shall be protected until the paint is sufficiently dry to permit vehicles to cross the marking without damage from the tires. While the stripes are being painted all traffic shall be routed to the opposite side of the painting operations and the newly-painted stripe.
- B. Protection of Traffic: Warning signs shall be set up before the beginning of each operation and extra signs shall be kept well ahead of the painting equipment. The painting equipment shall be so operated that traffic may pass safely. Warning signs are to be placed only where operations are in progress and are to be relocated as often as is necessary.
- C. Protective Devices: Erect adequate warning signs, and take necessary precautions for the protection of the wet paint and the safety of the public. Cones, rubber "Z" guards, or similar protective devices, shall be placed along the newly-painted stripe to prevent traffic from crossing the wet paint. Any such devices used shall be of a type that will not cause damage to vehicular traffic in the event that these objects are accidentally passed over.
- D. Repair of damaged Areas: Any portions of the stripes damaged by passing traffic or from any other cause shall be repainted at no cost to the Owner.

3.03 CORRECTIVE MEASURES

- A. Painting markings which fail to meet the guidelines, including the permissible tolerances and the appearance requirements, or are marred or damaged by traffic or from any other cause shall be corrected at no cost to the Owner. Drips and spattered paint shall be removed. Whenever it is necessary to remove paint it shall be done by means which will not damage the underlying surface of the pavement. When necessary to correct a deviation which exceeds the permissible tolerance in alignment, that portion of the stripe affected shall be removed and repainted in accordance with these guidelines.
- C. Corrective Devices: Misalignment, defective surfaces, and the like, shall be corrected by sandblasting or by any other type of mechanical device which will effectively remove the paint without damage to the pavement surface.

END OF SECTION

SECTION 02720

STORM DRAINAGE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Storm drainage piping, fittings, structures, and accessories.
- B. The extent of the storm drainage system is shown on the drawings.

1.02 RELATED SECTIONS

- A. Section 02105 - Site Clearing.
- B. Section 02200 - Earthwork, General.
- C. Section 02225 - Trenching, Backfilling, and Compacting.

1.03 REFERENCES

- A. ANSI/ASTM A74 - Cast Iron Soil Pipe and Fittings.
- B. ANSI/ASTM C14 - Concrete Sewer, Storm Drain, and Culvert Pipe.
- C. ANSI/ASTM C76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- D. ASTM F405, F667, D2321; AASHTO M294, M252 -High density polyethylene, corrugated, smooth wall culvert (ADS N-12 or approved equal).
- E. FDOT Standard Specifications for Road and Bridge Construction, Latest Edition, Sections 125, 430, 941, 942, 943, 945 and 948.2.

1.04 REGULATORY REQUIREMENTS

- A. Conform to all applicable federal, state, and local codes for materials and installation of the work of this section.

1.05 SUBMITTALS

- A. Submit shop drawings for pipe, catch basins, manholes, and accessories.

1.06 PROJECT RECORD DOCUMENTS

- A. Accurately record location of pipe runs, connections, catch basins, manholes, cleanouts, and invert elevations. These shall be submitted to the Project Engineer on reproducible media, signed by a Professional Land Surveyor and also electronically per Section III, E., 2.
- B. Corrugated aluminum pipe: AASHTO M196.
- C. Corrugated steel pipe and pipe arch: AASHTO M 36.

- D. Corrugated steel pipe and arch.
- E. High density polyethylene, corrugated, smooth wall storm sewer culvert.
- F. All pipe, fittings, jointing, materials, grates, manhole frames and covers, and other appurtenances shall be new material; and, if not specifically described in these specifications, shall be of the best quality and entirely suitable for the service intended. The Project Engineer prior to installation shall approve all such material.

2.02 MANHOLES AND CATCH BASINS

- A. Provide precast reinforced concrete manholes and catch basins, unless otherwise indicated on the drawings.

2.03 FILL MATERIAL

- A. Fill material shall meet the requirements of Sections 02200 and 02225.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that excavation base is ready to receive work, and excavations, dimensions, and elevations are as indicated on the drawings.

3.02 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fill material of lean concrete or other approved material.
- B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling or compaction.
- C. Excavation of trenches, preparation, preparation of trench bottoms, backfilling, and other earthwork in connection with installation of storm sewers shall be in accordance with the other applicable sections of these specifications.
- D. Inspect piping before installation to detect apparent defects. Mark defective materials with white paint and promptly remove from site.

3.03 INSTALLATION - PIPE

- A. Pipe shall be protected during storage and handling against impact shocks and free fall. Pipe shall be kept clean at all times.
- B. Lay pipe to slope gradients noted on the drawings with a maximum variation from true slope of 1/8 inch in 10 feet.
- C. All pipe shall be carefully installed starting at the lowest end, with hubs upgrade and tongue end fully entered into the hub.

- D. Any pipe that is not in true alignment or which shows any settlement after installment shall be taken up and re-installed without additional compensation. All pipe joints irrespective of pipe material are to be wrapped using filter fabric. The filter fabric is to extend a minimum of 1.0' beyond the joint and to be wrapped completely around the pipe with a minimum of one (1) foot of overlap.
- E. Place plugs in ends of uncompleted conduit at end of day or whenever work stops.
- F. SPECIFIC REQUIREMENTS FOR CONCRETE PIPE:
 - 1 When rubber gaskets are used the pipe joints shall meet the requirement of the latest edition of FDOT Standard Specifications for Road and Bridge Construction Section 941-1.5. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, and other foreign matter at the time the joints are made.
 - 2 Pipe shall be set firmly, according to the lines and grade; and preparatory to making joints for concrete pipe, all surfaces of the portion of the pipe to be jointed shall be thoroughly cleaned. The pipe shall be laid with the groove upstream. A shallow excavation shall be made underneath the pipe at the joint.
 - 3 Immediately prior to installation, the entire interior of the groove of the pipe already installed, and the rubber gasket of the pipe to be installed shall be coated with an approved vegetable soap lubricant. The groove and spigot ends shall be cleaned prior to application of the lubricant. The pipe shall then be aligned with the previously installed pipe and the joint pulled together. The joint shall be pulled by the use of interior or exterior pull jacks or winches, anchored by suitable means. The choice of method and type of equipment will depend on trench conditions, type and size of pipe, and its ability to properly seat the gasket. If, while making the joint, the gasket becomes loose and can be seen through the exterior joint recess, when the joint is pulled up to within one inch (1") of closure, the pipe shall be removed and the joint remade to the satisfaction of the Engineer.

3.04 INSTALLATION - CATCH BASINS, MANHOLES

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Form and place cast-in-place base pad, with provisions for storm sewer pipe end sections.
- C. The contractor may substitute precast inlets, manholes, and junction boxes in lieu of cast-in place units unless otherwise shown on the plans.
- D. Establish elevations and pipe inverts for inlets and outlets as indicated.
- E. Mount lid and frame level in grout, secured to top cone and set to elevation indicated.
- F. Where unsuitable material for foundations is encountered, the contractor shall excavate the unsuitable material and backfill with suitable material prior to constructing or setting inlets, manholes, and junction boxes.
- G. Rap all joints with filter fabric per plan, irrespective of pipe material.

3.05 BACKFILLING

- A. Backfilling operations will closely follow the laying, jointing, and bedding of pipe and are to be in accordance with the applicable divisions of Section 02225.

3.06 TESTS

- A. After completion of construction of the storm drainage system, or sections thereof, the Project Engineer may make tests of the completed work for correct grade and alignment. When completed, the interior surface of the piping shall conform accurately to the grade and alignment fixed by the Project Engineer.
- B. It is the intent of these specifications to secure construction of a storm drainage system with a minimum amount of leakage.

3.07 RESPONSIBILITY

- A. The contractor shall be held strictly responsible for all parts of the work that bear the load of the backfill. If structural failures in the storm drainage piping or appurtenances develop within one (1) year from the date of final acceptance of the work, the contractor shall be required to replace all faulty material at his full expense. To this end, the contractor is advised to purchase material under a guarantee from the manufacturer, guaranteeing proper service under conditions which are established by the drawings, specifications and local conditions.

END OF SECTION

SECTION 02840

GUARDRAIL

PART 1 - GENERAL

1.01 DESCRIPTION

Work Included: The work specified in this section consists of the construction of metal guardrail on posts of concrete, timber, steel, or aluminum, as specified. The work shall be constructed in accordance with these specifications and in conformity with the lines, grades, dimensions, and notes shown on the plans.

PART 2 - PRODUCTS

2.01 GUARDRAIL

The materials used shall conform to the standard requirements specified in Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (Latest Edition).

PART 3 - EXECUTION

3.01 INSTALLATION

All work shall be constructed as detailed on the plans and shall conform to the standard construction methods outlined in Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (Latest Edition).

END OF SECTION

SECTION 02930

RIPRAP

PART 1 - GENERAL

1.01 DESCRIPTION

The work shall consist of the placing of all riprap, including filter layer or bedding where indicated on the Drawings.

1.02 WORK INCLUDED

The Contractor shall furnish all materials, equipment, tools and labor necessary for the placing of the riprap including filter layer or bedding as shown on the Drawings.

1.03 REFERENCE SPECIFICATION

Florida Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, Section 530 "Riprap".

PART 2 - PRODUCTS

2.01 GENERAL

See section 530-2.3 of the reference specifications.

PART 3 - EXECUTION

3.01 GENERAL

Construction methods shall be in accordance with the details shown on all the Drawings, and the reference specifications, Section 530-3.3 FDOT Standard Specifications.

PART 4 - MEASUREMENT AND PAYMENT

4.01 GENERAL

Measurement and payment shall be in accordance with the reference specification.

END OF SECTION

SECTION 02938

SODDING

PART 1 - GENERAL

1.01 SCOPE OF WORK

The work covered by these specifications consist of furnishing all plant, labor, equipment, appliances and materials, and performing all operations in connection with furnishing and placing grass sod, all complete and in place, in strict accordance with these specifications, the engineering drawings, and subject to the terms and conditions of the contract.

PART 2 - PRODUCTS

2.01 GENERAL

Materials and construction methods in connection with furnishing and placing sod shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, Section 575, except as herein specified. Sod shall be Centipede or Bahia grass, unless otherwise noted on the construction drawings.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this section.
- B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SUBSOIL

Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.

3.03 GRADING AND SODDING SWALES

Where sodding is indicated within drainage swales, the soil shall be evenly graded to a line two inches below the elevation indicated on the plans. The sodding, having a minimum thickness of two inches, shall then be placed and firmly embedded by light tamping, bringing the contour of the swale to the elevation shown on the plans.

3.04 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately upon delivery to site to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger joints 12 inches minimum. Do not stretch or overlap sod pieces.

END OF SECTION

SECTION I

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

Must be executed and returned with attached proposal to be considered.

SECTION J

1. **CONE OF SILENCE:** Bidders are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between Bidders or any person representing the Bidders and any member of the Town Council, their staff, any employee authorized to act on behalf of the TOWN to award the contract under this Bid, or any member of the selection committee authorized to evaluate the Bids is in effect.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-Bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Town Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between Town staff and intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and Town staff or any written correspondence at any time with Town staff, Town Council members, or selection committee members, unless specifically prohibited by the applicable competitive solicitation process.

The Town Council by means of action taken at any properly noticed Town Council meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

2. **OFFICE OF INSPECTOR GENERAL:** Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Invitation to Bid, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors. Bidder understands and agrees that in addition to all other remedies and consequences provided by law, failure of the Bidder or its Sub-contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this contract. Bidder shall be responsible for all costs incurred by it or the Town as a result of any investigation by the Inspector General which results in an adverse determination caused by Bidder, its subcontractors or lower tier subcontractors.

SECTION K

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, 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.

_____ NOTARY PUBLIC

_____ (Name of Notary

Public: Print, Stamp,
or Type as Counseled)

OFFEROR'S
QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Loxahatchee Groves (Town Clerk)

ADDRESS: 155 F Rd.
Loxahatchee Groves, Florida 33470

SUBMITTED BY: Corporation CIRCLE ONE
NAME: Partnership
ADDRESS: Individual
PRINCIPAL OFFICE: Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:
 - a. Date of Incorporation:
 - b. State of Incorporation:
 - c. President's name:
 - d. Vice President's name:
 - e. Secretary's name:
 - f. Treasurer's name:
 - g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:
 - a. Date of organization:

- b. Name, address and ownership units of all partners:
 - c. State whether general or limited partnership:
4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
 5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
 6. How many years has your organization been in business under its present business name?
 - a. Under what other former names has your organization operated?
 7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this BID PROPOSAL. Please attach certificate of competency and/or state registration.
 8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, 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.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or Type as Counseled)

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Town/State/Zip

Business Phone Number

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by

_____ (Name), 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.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Counseled)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2016.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____ (Name), 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.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Counseled)

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____
day of _____, 2016.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

Town/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,

2016, by _____(Name), _____(Title) of

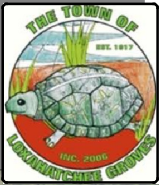
_____ (Company Name) on behalf of the corporation, who is
personally known to me or who has produced _____

_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

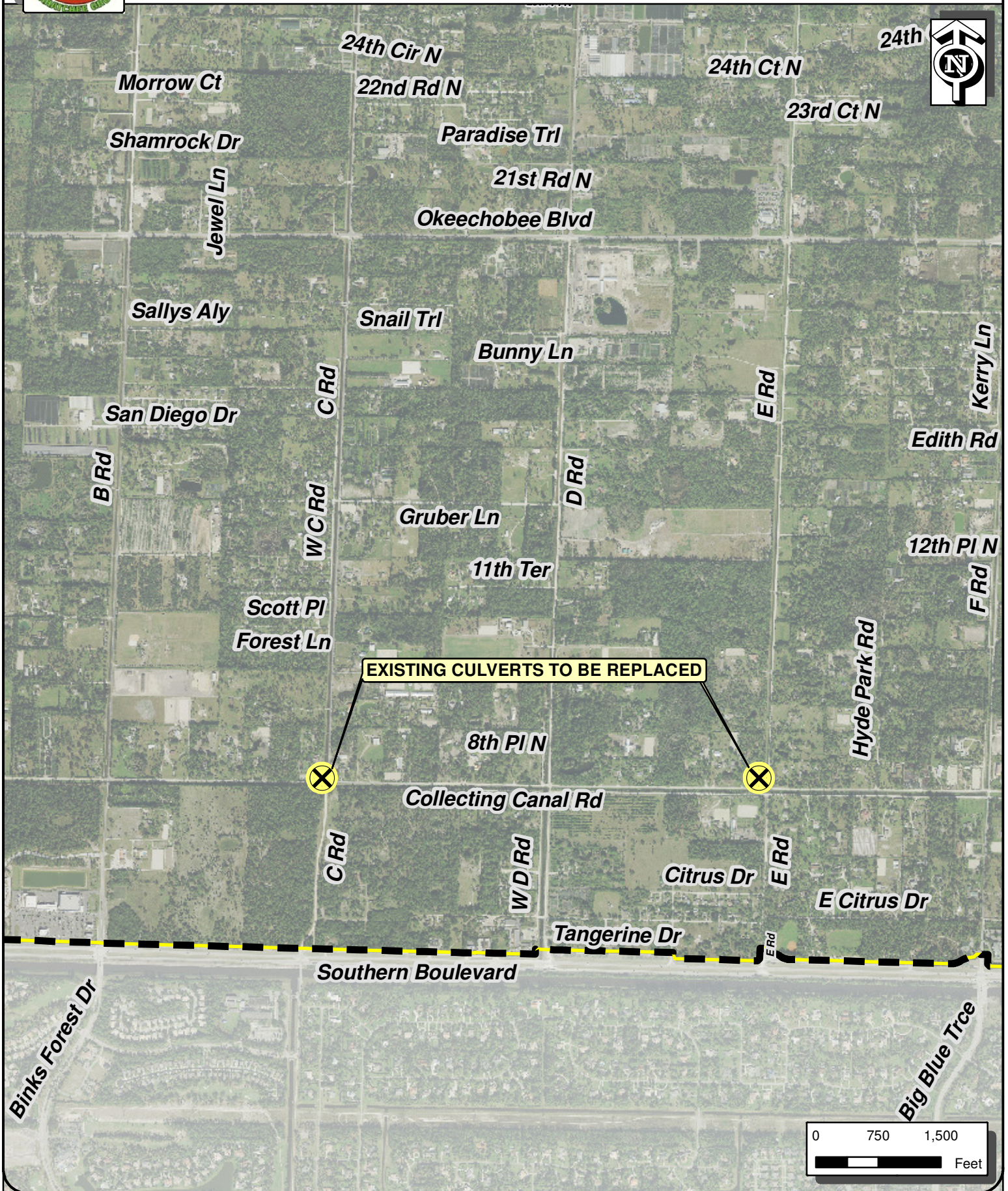
(Name of Notary Public: Print, Stamp, or type as Counseled



Canal Culvert Rehabilitation



Location Exhibit





Canal Culvert Rehabilitation "C" Road and Collecting Canal Road Vicinity Exhibit

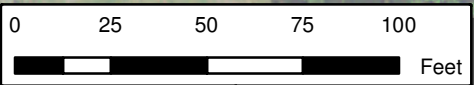


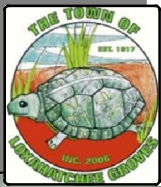
EXISTING CULVERT TO BE REPLACED

Collecting Canal Rd

EXISTING CULVERT TO BE REPLACED

C Rd





Canal Culvert Rehabilitation "E" Road and Collecting Canal Road Vicinity Exhibit



EXISTING CULVERT TO BE REPLACED

Collecting Canal Rd

EXISTING CULVERT TO BE REPLACED

6th Ct N

E Rd

E Rd

