

## **SECTION II**

SECTION 01010

SUMMARY OF WORK

A. Project Identification:

**FY2021 Zadie E. Kuehl Memorial Park Playground Installation**

B. Project Summary:

This project consists of installing Play & Park Structures **Playground Equipment** as well as furnishing and installing Sport Surface Specialties LLC Kid Play synthetic turf surface or approved equal according to specifications provided below at Zadie E. Kuehl Memorial Park for the City of Lakeland Parks and Recreation Department. The attached drawings and specification illustrate the design and layout of the playground equipment.

The following turf manufacture is approved under this contract: Sport Surface Specialties.

- Play & Park Structures Playground Equipment will be provided by the City of Lakeland
- Turf surface shall be Sport Surface Specialties LLC Kid Play synthetic turf surface or approved equal
- All work shall be in accordance with the playground equipment and turf surface manufacturers specifications

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. Field-verify dimensions indicated on drawings (when applicable) before fabricating or ordering materials. Do not scale drawings.
3. Notify Owner of existing conditions differing from those indicated on the drawings. Verify the existence and location of underground utilities along the route of proposed work. Omission from, or inclusion of, locations on the drawings, is not to be considered as the nonexistence of, or the definite location of, existing underground utilities. Do not remove or alter existing utilities without prior written approval.
4. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth, but which is reasonably implied or necessary for proper performance of the project shall be included.

5. The Provisions are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "furnish..." means "Contractor shall furnish..."

END OF SECTION

## SECTION 01100

### GENERAL CONSTRUCTION REQUIREMENTS

#### **PART 1 - Description.**

To establish uniform requirements for construction of water distribution facilities, sanitary sewerage collection facilities, storm sewer collection systems, streets, and associated appurtenances which will enable the construction to be performed in accordance with Local, State, and Federal laws.

#### **1.01 Definitions.**

A. For the purposes of these specifications, the words and phrases set out in the following articles shall have the meanings as follows:

1. "City" means the governing body of the city of Lakeland, TN.
2. "Contractor" means the individual, partnership, firm, or corporation contracting with the developer or the City which will be performing the work, or which will be performing the construction activities.
3. "Developer" means partnership, firm, or corporation developing property where construction will be performed.
4. "Engineer" means the consultant or City Engineer.
5. "Owner" means the individual, partnership, firm or corporation being the owner of record of property where construction will be performed.
6. "Underground facility" means any item of personal or public property buried or placed below ground for use in connection with the storage or conveyance of electronic, water, sewage, telephonic or telegraphic communications, cable television, electric energy, oil, gas, hazardous liquids, or other substances and including, but not limited to pipes, sewers, water, storm water, conduits, cables, valves, lines, wires, manholes, and attachments.

B. The following abbreviations shall have the designated meanings:

1. "APWA" means the American Public Works Association.
2. "ASTM" means the American Society for Testing and Materials.
3. "AWWA" means the American Water Works Association.

4. "AASHTO" means the American Association of State Highway & Transportation Officials.
- C. Reference to a specific specification, i.e., AWWA C900, means the latest Edition of that specification.

### **PART 3 Execution**

#### **3.01 Scheduling and Construction Progress.**

- A. Prior to the start of any work, the Contractor shall submit in writing to the Engineer for review, a progress schedule that shall be followed as closely as possible. Progress scheduling using critical path method is approved and encouraged. Once work has started on a street, it must be pursued continuously until all work on that street is finished.
  1. The Contractor shall schedule a preconstruction conference prior to the start of work. Persons attending shall include representatives of the Contractor, subcontractors, owner, developer, Engineer, and affected utilities.
- B. Each successive phase of work will follow the preceding phase as closely as possible so that the time any one street is under construction is kept to a minimum.
- C. In the event that the work is not being accomplished expeditiously or in accordance with the time period set forth in the progress schedule, or if the work on an excavation has ceased or is abandoned without due cause, the Engineer may give written notice to the Contractor and/or the surety company for the project.

#### **3.02 Notification of Landowners, Residents, and Businesses**

- A. At least one (1) week prior to beginning construction operations Contractor shall notify in writing, all those directly affected by the Work, including the Fire, Ambulance, Police Departments, and the Engineer's Office. The notification shall include the following as a minimum:
  1. Name, address, telephone number, and contact person for Developer, Developer's Contractor, Owner, and Engineer.
  2. A brief description of the proposed Work.
  3. Name and telephone number of Contractor's person to contact in emergency.
  4. A map showing the Work area, the traffic control plan, and the planned access to be provided to the affected properties. The map should also show the property or business owners' access during construction, and access in case of an emergency for fire, ambulance, police, or other emergency service agency vehicles.

5. A schedule for start up and completion of the Work. Schedules shall be updated as needed as the work progresses.
6. Contractor shall notify property owner and occupant 24 hours in advance of any disruption of service or access.

### **3.03 Available Maintenance Personnel**

The Contractor shall have personnel available to maintain the Work as required, 24 hours per day every day. Accordingly, the Contractor shall furnish the City, the Owner, the Engineer, and the Shelby County Sheriff's Office with the names, addresses, and telephone numbers of local employees or representatives who will be available to maintain the Contractor's work during non-working periods, evenings, nights, weekends, and holidays.

### **3.04 Utility Locates**

- A. It is the responsibility of the Contractor to obtain locates for buried facilities within the project area prior to the start of work as necessary and as required by law. The Contractor is responsible for any damage to buried utilities or damage or injury to persons or property resulting from Contractor's work in the vicinity of the utilities.
- B. It is the responsibility of the Contractor to provide advance notice to all utility notification centers serving that area. The Contractor shall request the notification center to provide the nature, location, and elevation of the utility at each location and at whatever interval is necessary for the work. If the utility company cannot or will not provide the information, the Contractor shall obtain the information by whatever means are necessary. For each location that the utility is exposed, the Contractor shall locate the utility by tying it both horizontally and vertically by coordinates, to the datum established by the City.
- C. At all utility crossings the Contractor shall locate the utility at a minimum of one point directly over the proposed line or appurtenance. When existing utilities that parallel the proposed line or appurtenance are exposed by excavation, the Contractor shall locate the utility by tying it both horizontally and vertically to the datum and include the information on the record drawings. At a minimum, the utility shall be tied horizontally and vertically at 300-foot (90 m) intervals.
- D. If during the field location of the utilities, additional unforeseen utilities are discovered, the Contractor shall immediately notify the Engineer and proceed in accordance with approval of the Engineer. The utility must be located by the Contractor as specified above and include the information on the record drawings.
- E. The Contractor must protect all existing utilities and improvements, public or private, located on the right-of-way, and other work areas, during the entire period of his work. Special care must be taken in backfilling and compacting under and around

such improvements. Any breakage or damage to underground facilities caused by trenching, backfilling, resurfacing, or any other activity associated with the work shall be the responsibility of the Contractor.

- F. Whenever utility mains or services are crossed, the utility owner shall be notified and the crossing shall be constructed in accordance with the utility owner's requirements.
- G. Before the Contractor begins his grading operations, he shall confer with the owners of any underground or overhead utilities which may be in or in close proximity to the grading areas, and shall arrange for the necessary disconnection of these utilities in accordance with the regulations of the utility companies concerned. The Contractor shall take such measures as the Engineer may direct in protecting these utilities properly throughout the period his grading operations are in progress. The party or parties owning or operating overhead or underground utilities shall perform the actual work of moving, repairing, reconditioning, or revising the utilities, except as otherwise specified in this Section. Whenever and wherever such operations are undertaken by the owners of utilities, the Contractor shall cooperate to the extent that ample protection of their work will be provided so that the entire work as contemplated may be expedited to the best interests of all concerned, as judged by the Engineer.
- H. Protect and safeguard existing service lines and utilities structures, the locations of which have been made known to the Contractor by the owners of the utilities or by others, prior to excavation or construction of fills or embankments, from damage during grading operations. Any damage to such lines or structures shall be repaired at the Contractor's expense. The above provisions are applicable to all service lines or utilities structures, all or any portion of which protrude above the original ground or street surfaces, or lie beneath such surfaces in any grading area or any other area upon which the Contractor has encroached.

### **3.05 Protection of Existing Buildings and Structures**

For collapse of adjacent buildings, sidewalks, structures, and underground or above ground utilities, the Contractor shall repair damage done to the owner's property or any other property, on or off the premises, by reason of his operations. The Contractor shall adequately brace walls during backfilling and compacting operations.

### **3.06 Construction Stakes – Alignment and Grades**

- A. All work shall be constructed in accordance with lines and grades shown on the drawings and as designated by the Engineer. These lines and grades may be modified by the Engineer as provided in the General Conditions.
- B. The Contractor shall provide experienced personnel, materials, and equipment necessary to complete all survey, layout, and measurement work. The Contractor shall keep the Engineer informed a reasonable time in advance, of the times and places he wishes to do work so that initial control points may be designated.

### **3.07 Restoration of Street Surface, Street Signs, Curbs, Driveways, Sidewalks, Irrigation and Landscaping**

- A. Wherever existing improvements are removed, damaged or otherwise disturbed by Contractor's activities, Contractor shall replace or repair the improvements to conditions equal to or better than the condition prior to the start of work. Any crushed rock, sod, or natural vegetation disturbed by the Contractor shall be replaced, rebuilt or restored to conditions equal to or better than the condition prior to the start of work.

### **3.08 Temporary Utilities, Public Access and Safety**

- A. Contractor shall provide temporary water and sewer service to properties when permanent facilities will be out of service for eight (8) hours or longer, or when other circumstances make it necessary. Where service cannot be interrupted, such as sewer mains, Contractor shall provide plant and equipment to pump around the sections which are out of service.
- B. Where the Engineer deems necessary, the Contractor shall provide access wherever possible to public and private property to prevent serious inconvenience to pedestrian and vehicular traffic. This shall not be construed to require the Contractor to provide such access at the times and locations where it will interfere with his construction progress. The Contractor shall furnish, place, and maintain sufficient flags, flares, barricades, signs, etc., along the location of his work in accordance with the Federal Highway Administration, "Manual on Uniform Traffic Control Devices." Flag persons shall be utilized if necessary to maintain safe traffic flow.

### **3.09 Erosion and Sediment Control**

- A. Erosion and sediment control shall be performed in accordance with rules and regulations adopted by the City of Lakeland and the Tennessee Department of Environment and Conservation.

### **3.10 City Permits**

- A. All necessary permits shall be obtained prior to the beginning of any construction project. Those permits may include: City of Lakeland/TDEC Permit to Construct, Street Cut Permits, Traffic Control Permits, Bonds, and Erosion and Sediment Control Permit, as well as any other appropriate permits required for the project by the City.

### **3.11 Punchlist and Final Closeout**

- A. Initial City Punchlist



1. The Contractor, Owner, Engineer, and City personnel will conduct an initial walkthrough and develop a list of deficiencies that will be presented to the Contractor by the Engineer.
2. The Contractor, Owner, and Engineer will conduct a walkthrough identifying items to be corrected. A final punch list will be developed by the Contractor and Engineer. The punch list will contain dates for completion of the various identified items.
3. All items on the list will be completed to the satisfaction of the City prior to acceptance of the project and start of the one-year warranty period.

### **3.12 Submittals**

The Contractor shall submit for approval by the Engineer a minimum of five (5) copies of data required by specific sections of this specification.

### **3.13 Workmanship and Cleanup**

- A. All debris and rubbish caused by the operations of the Contractor shall be removed, and the areas occupied during his operations shall be left in a neat and presentable condition satisfactory to the Engineer. Construction cleanup and all backfill operations shall immediately follow installation of underground facilities. Cleanup shall be completed to allow local traffic on the street and access to driveways, parking lots, etc. During construction, all existing gutters, storm drains, runoff channels, etc. shall be kept clean of dirt, rubble, or debris which would impede the flow of storm sewer.
- B. Excess, unsuitable, and waste materials from the project (including that from trench excavation, pavement removal, curbwalk removal, and grading operations), shall be suitably disposed of, offsite, by Contractor.
- C. Excess material resulting from parkway and shoulder finishing and other final operations shall not be permitted to accumulate on the pavement surface and shall be removed concurrently with the finishing operations. Care shall be taken to prevent the entrance of this material into drainage structures or other waterways during the construction period. It shall be the responsibility of the Contractor to properly dispose of all excess material.

### **3.14 Design Mixes, Testing and Quality Assurance**

- A. The testing requirements and cost responsibilities of design mixes, testing requirements, and quality assurance testing are listed in each specific section of these specifications.
- B. Unless specified by the contract documents, or addressed specifically within these

Standard Specifications, the Owner will be responsible for moisture/density/compaction testing only. If the initial moisture/density/compaction test fails to meet the minimum standards as established by these specifications, the Contractor shall pay for any and all additional tests until a moisture/density/compaction test meeting the minimum standards is obtained.

**END OF SECTION**

**DRUG-FREE WORKPLACE AFFIDAVIT**

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

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

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

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

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

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

## **SECTION 01200**

### **PROJECT COORDINATION**

#### **PART 1 – Description**

##### **1.01 SUMMARY**

- A. Contractor shall schedule a preconstruction conference (if required) to be held within twenty (20) days of the Notice of Award. Contractor's assigned supervisory personnel and subcontractors shall attend this conference. Contractor shall provide a work schedule at or prior to this meeting for review by all parties. A corrected schedule shall be provided within seven (7) days following the meetings.
- B. Conduct all construction activities between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except in cases of emergencies. No work will be allowed on Saturdays without the Owner's permission, and no work, except for emergencies, will be allowed on Sundays or City of Lakeland Holidays. All pavement subgrade excavation shall be observed by the Owner Representative. The Owner's Representative shall determine the depth of the subgrade excavation prior to backfill.
- C. Contractor shall obtain water for use during construction at his expense. If Contractor elects to obtain water from the public water utility, he will make all the arrangements, comply with their regulations, and pay all fees and charges.

##### **1.02 COORDINATION WITH PUBLIC AND PRIVATE AGENCIES**

- A. If utility companies elect to repair or replace their lines in the project area, their crews will be permitted access to the area to accomplish their work.
- B. Contractor is responsible for locating and protecting existing underground improvements. Contact all utility companies for location of their facilities. To contact all utility companies call the local underground number at least 48 hours prior to excavation for field locates.
- C. Contractor shall have personnel available to maintain his work as required 24 hours per day every day. Contractor is responsible for housekeeping, dust and erosion control, and shall provide all equipment and personnel necessary to meet the requirements of this responsibility. Contractor shall provide Engineer with the name(s) and telephone number(s) of the person(s) designated to be available for after-hours contact. If this person cannot be contacted, Owner may use its equipment to correct problems. In this case, Contractor shall pay all costs incurred by Owner.
- D. Do not utilize private property for any purpose without written permission from the property owner.

### **1.03 COORDINATION WITH OWNER AND ENGINEER**

- A. Construct all work in accordance with the lines and grades shown on the Drawings, and as designated by Engineer (when applicable). Engineer may modify these lines and grades as provided in the General Conditions. Where the Contract Documents specify survey work to be provided by Engineer, give Engineer a minimum of 24 hours notice.
- B. Owner shall employ and pay for the services for an independent testing agency to perform tests as required by the Contract Documents. Notify Engineer a minimum of 24 hours in advance to request testing. Contractor shall be responsible for cost of re-tests required if the results of the original tests do not meet the minimum requirements.
- C. Coordinate on-site staging areas, access and temporary facilities with Owner.
- D. For additional information, contact Emily Harrell, PE, Lakeland City Engineer at 867-5418.

### **1.04 COORDINATION OF CONSTRUCTION**

- A. Contractor is responsible for coordinating work of all trades by preparation of schedules and progress reports, coordination of drawings and other work as necessary.
- B. Schedule work to produce orderly, continuous progress and avoid delays due to lack of materials, subcontractor schedule, lack of available manpower, etc.
- F. Contractor is responsible for ensuring that installed and/or completed work is complete and satisfactory prior to enclosing or covering. Call for required inspections in a timely manner and do not cover work that requires inspection.

**END OF SECTION**

## **SECTION 01340**

### **SUBMITTALS**

#### **PART 1 - Description**

##### **1.01 Summary**

- A. Comply with Submittal format requirements as specified in the Contract Documents.
- B. Provide, in a timely manner, the number of copies and types of submittals listed in individual sections of the Contract Documents. If not specified elsewhere, provide the following as a minimum:
  - 1. Mix designs and certifications of compliance for Portland Cement Concrete, Cement Treated Base, Aggregate Base Course, Asphaltic paving material, and any other material or product used as part of this project as required in the Standard Specifications.
  - 2. Closeout submittals.
- C. Provide required resubmittals in the appropriate quantities if original submittals are not approved.
- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note any special coordination required. Note any deviations from requirements of the Contract Documents. Submittal data shall be properly labeled indicating specific service for which material or equipment is to be used, section and article number of specifications, project name, Contractor, etc. Data of a general nature will not be accepted.
- E. Failure of Contractor to submit shop drawings in ample time for checking shall not entitle him to an extension of contract time.

**END OF SECTION**

## **SECTION 01505**

### **TEMPORARY FACILITIES**

#### **PART 1 - Description**

##### **1.01 Summary**

A. Provide temporary services and utilities, including utility costs:

1. Potable and non-potable water.
2. Lighting and power.
3. Toilet facilities.
4. Materials storage.
5. Heating.

B. Provide construction facilities, including utility costs;

1. Construction equipment.
2. Dewatering and pumping.

C. Provide security and protection requirements:

1. Fire extinguishers.
2. Site enclosure fence, barricades, warning signs, and lights.
3. Snow and ice removal, if applicable.

D. Provide personnel support facilities:

1. Sanitary facilities.
2. Drinking water.
3. Cleaning and trash removal.
4. First aid and Emergency Medical Services.
5. Trash removal.

**END OF SECTION**

## SECTION 01551

### TEMPORARY TRAFFIC CONTROLS

#### **PART 1. Description**

To establish uniform requirements for detours, signs and barricades, and traffic control plans associated with construction activities performed on or affecting City of Lakeland streets. The work in this article shall consist of furnishing, erecting, maintaining, relocating, and removing temporary traffic control devices at the locations specified on the drawings and as directed by the Engineer. All traffic control devices shall conform to the provision for construction signing as set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) latest edition.

#### **PART 2 MATERIALS**

##### **2.01 Traffic Control Products**

###### **A. Sign Panels**

1. Sign panels will be constructed of ¾" plywood conforming to plywood sign panels and barricades of the standard specification for road and bridge construction; or 6061-T6 or 5052-H38 aluminum alloy sheeting conforming to ASTM B209.
2. Wood sign panels will be backed with metal backing angles; except that backing is not required for those sign panels 48" x 60" or smaller.
3. Aluminum sign panels will be 0.125" thick and backed with metal backing angles; except that those sign panels 48" x 60" or smaller may be:
  - i. 0.080" thick and backed with metal backing angles or 2 x 4 lumber; or,
  - ii. Unbacked, 0.125" thick.
4. Special signs which are unique to the project, i.e., signs not shown on the plans or included in part VI of the MUTCD, and signs shown on the plans which contain a message that is unique to the project, will be furnished by the contractor, as specified on the plans, and erected by the Contractor. Posts and hardware for fixed special sign installations, and all equipment for portable special sign installations will be furnished by the contractor. Post lengths will be specified by the Engineer. Upon removal, the special sign panels, posts, hardware, and portable installation equipment will remain the property of the Contractor.



- i. Special signs will be erected on fixed mountings unless portable mountings are authorized by the Engineer.
- B. Barrels will be plastic conforming to the MUTCD, with 6" wide reflective stripes.
- C. Temporary markings
  1. Temporary reflective pavement markings will be paint, preformed tape, or raised pavement markers, and will be suitable for use on either Portland cement concrete or asphalt pavements. Minimum acceptable standards are as follows:
    - i. Paint used for temporary markings will be commercially manufactured highway striping paint. The paint will be applied without dilution.
    - ii. All painted stripes will be 4" wide, and will be reflectorized by dropping or spraying glass beads onto the wet paint.
    - iii. The reflective beads will conform to AASHTO Specification M247, Type 1.
  2. Temporary reflective pavement striping tape will be 4" wide, pressure-sensitive tape manufactured for use as pavement striping.
    - i. Striping tape applied to finished pavement surfaces which will be returned to normal traffic use will be a removable type.
    - ii. Striping tape applied to temporary pavement surfaces which will be obliterated may be a non-removable type.
    - iii. Striping tape applied to the surface of intermediate lifts of asphalt pavement may be non-removable type, and may be let in place. If a removable type is used, it will be removed before placing the next lift.
  3. Temporary retro-reflective raised pavement markers manufactured by Astro Optics of Schaumburg, Illinois, Model No. TPM, or Stimsonite Products of Niles, Illinois, Model No. 66, or an approved equal will be acceptable.
  4. Temporary retro-reflective motorist guidance markers manufactured by Davidson Plastic Company of Ken, Washington, Model NO. TRPM, or TOM, or an approved equal will be acceptable.

## **PART 3 EXECUTION**

### **3.01 Traffic Control Plans**

- A. A complete traffic control plan shall be submitted to the Engineer and the Lakeland City Engineering office at least one week prior to the start of construction.
1. Traffic will be permitted to use the street at all times, unless a detour is specifically permitted on the drawings or by the Engineer. Access to all abutting residences and properties shall be maintained to the maximum extent possible.
  2. The Contractor shall construct and maintain temporary crossings, complete with flagmen, whenever necessary to expedite the work or to maintain traffic. The Contractor shall furnish not less than two flagmen at each location where loading or depositing of material requires the turning of the trucks on any highway or street and where the operation of construction equipment endangers traffic. Temporary crossings shall be of ample size to safely carry the load which comes upon them.
    - i. The Contractor shall maintain the streets in a passable condition. The work shall be conducted so as to create a minimum of inconvenience to traffic.
    - ii. Excavations which traverse a street shall be limited to one-half the width of the street at any one time, unless an emergency situation exists which requires that the entire width of the street be excavated. City Engineer's office approval is required prior to excavation traversing an entire street.
  3. The Contractor shall furnish sufficient signs and barricades to facilitate the directing of traffic. Unless directed otherwise by the Engineer, all signs and barricades shall conform to:
    - i. Within the "Manual on Uniform Traffic Control Devices (MUTCD), " latest edition.
  4. The Contractor shall have a sufficient number of barricades and signs on hand prior to the start of the construction
    - i. Each detour sign shall be reflectorized and shall be illuminated with two battery-powered blinkers with six-inch (6") amber lenses.
    - ii. All barricades shall have blinker lights on each end.
    - iii. It shall be the Contractor's responsibility to make necessary checks and inspections of all lights and barricades every day, including Sundays and holidays.
  5. Temporary suspension of work does not relieve the Contractor of the responsibility outlined in the above requirements.

### **3.02 Permits**

- A. The Contractor shall obtain all necessary permits from the City Engineer's office for any closure of any street or portion thereof, as provided in the Lakeland Municipal Code. Along with the permit application, the Contractor shall provide a sketch showing traffic routing and traffic control devices to be used. The construction traffic control sketch shall be approved by the City Engineer's office before the permit is issued.

### **3.03 Street Closure**

- A. The City Engineer may permit the closing of streets to all traffic for a period of time prescribed by the office if, in the City Engineer's Opinion, it is necessary.

**END OF SECTION**

## SECTION 01650

### MEASUREMENT AND PAYMENT PROCEDURES

#### PART 1 – Description.

All work completed under this Contract will be measured by the Engineering according to the bid items and to the construction drawings. Units of measurement and dimensions will be shown in these specifications.

#### 1.01 Payment

A. Progress payments will be processed in accordance with the following schedule.

<u>Cut-Off Date</u>	<u>Date of Submittal</u>
August 13, 2020	August 20, 2020
September 10, 2020	September 17, 2020
October 8, 2020	October 15, 2020
November 12, 2020	November 19, 2020

Submit pay requests to the City by the dates of submittal listed above.

- B. Owner will make progress payments as defined in Article 5 of the Agreement, on the forms provided by the Engineer.
- C. If the Contractor elects to enter into a joint account agreement, two (2) pay requests and vouchers must be submitted. One pay request and voucher for the appropriate progress payment amount, the other for the retained amount.

#### 1.02 Measurement of Quantities

Quantities shown on the bid schedule are estimated and are to be considered approximate. Actual constructed quantities will vary. The Contractor will be compensated only for those items and materials actually installed and approved as part of the project. No additional pay will be granted for items or materials not installed.

- A. Payment will be made for the work completed and stored materials less retained amounts in accordance with provisions of the contract documents.
- B. Payment amounts will be based on the scheduled values and mutually agreed upon percentage of completion for each item.

#### 1.03 Bid Item Descriptions

The cost of all material and labor required to complete this project as specified and shown on the drawings, but not specifically included as a pay item, shall be included in the bid price of its related

bid item. No extra pay shall be granted for items that are reasonably foreseen as necessary for the proper installation of an item.

## **PART 2 Execution**

### **2.01 Measurement and Payment of Bid Items**

#### **A. Install Play & Park Playground Equipment**

1. Measurement of this item shall be paid by the lump sum (LS) for installment. Contractor shall install the equipment according to the manufacture's specifications provided. Payment shall be made by the contract unit price per Lump Sum (LS).

#### **B. Furnish and install Sport Surface Specialties Kid Play Turf Surface**

2. Measurement of this item shall be paid by lump sum (LS) for Sport Surface Specialties turf surface furnished and installed. This item shall include excavation, concrete, stainless steel staples, stone, sand, geotextile, soil compaction, turf surface, and any other items required to install the turf surface as specified in the specifications. Payment shall be made by the contract unit price per Lump Sum (LS).

**END OF SECTION**

## **SECTION 01750**

### **CONTRACT CLOSEOUT**

#### **PART I Description**

##### **1.01 Summary**

- A. Provide prerequisites to substantial completion.
  - 1. Punch list.
  - 2. Supporting documentation.
  - 3. Warranties.
  - 4. Certifications.
  
- B. Provide prerequisites to final acceptance.
  - 1. Final payment request with supporting affidavits.
  - 2. Completed punch list.
  - 3. Submit record documents: One set of drawings and project manual with all changes noted in red and Project Manual changes flagged with page tabs.
  - 4. Final clean-up.
  - 5. Removal of temporary facilities.

**END OF SECTION**

## SECTION 01810

### SPECIAL PROVISIONS

#### PART 1 Description

##### 1.01 SUMMARY

- A. These "Special Provisions" supplement, clarify, or modify provisions of Specifications as they apply to this project.
- B. Requirements of Special Provisions, General and Supplemental Conditions apply to work performed under all sections of this project.
- C. Work of this contract shall include all work required to construct the entire Project as shown on the drawings and defined by the Specifications and other contract documents, unless specific exceptions are stated therein.
- D. DISCREPANCY BETWEEN SPECIAL PROVISIONS, SPECIFICATIONS, AND PLANS. In the event of discrepancy between Special Provisions and other sections of the Specifications, the Special Provisions will take precedence over the Specifications, the General Conditions, and the Supplemental Conditions. The Specifications will take precedence over the Plans.

##### 1.02 LABOR PRACTICES

###### A. EIGHT-HOUR WORK DAY

The Contractor's attention is directed to, Limitation on work hours; overtime; exceptions. a) No person shall require laborers, workmen, or mechanics to work more than eight hours in any one calendar day or forty hours in any one week upon any public works of the state, or any of its political subdivisions, except as hereafter authorized. An employee may agree to work more than eight hours per day or more than forty hours in any week provided the employee shall be paid at the rate of one and one-half times the regularly established hourly rate for all work in excess of forty hours in any one week.

##### 1.03 BACKFILL OBSERVATION

No work shall be covered before the Project Representative or Engineer has approved the work. If any piping or appurtenance is covered without the approval of the Engineer or Project Representative, at the discretion of the Engineer, the Contractor will be required to re-excavate to expose the covered materials. The cost of exposing those materials and then backfilling and compaction will be at the Contractor's expense, regardless of the condition of

the pipe and/or the materials under question.

1.04 CONSTRUCTION WATER

The Contractor is responsible for supplying water for construction purposes. If the Contractor wishes to use existing fire hydrants for water, he shall make the proper arrangements with the owner of the hydrant. The Contractor will be responsible for compliance with that owner's requirements as well as the payment of any fees for its use. Construction water is considered incidental to this project and no separate payment will be made to the Contractor for this item. If the Contractor wishes to use water from a resident, he shall obtain written permission from that resident to do so.

1.05 SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for safety conditions at and adjacent to the job site, including the safety of all persons and property during the performance of the work. The Contractor shall comply with all federal, state, and local safety laws and regulations. This requirement shall apply continuously, and shall not be limited to normal working operations. The Engineer's construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site. This paragraph shall be applicable to the Contractor and all of the Contractor's subcontractors.

In addition, the Contractor shall provide barriers, fences, signs, lights, etc. as necessary to control access to the site.

Contractor shall provide Owner a written copy of their confined spaced program, proof of record-keeping protocol and inventory of appropriate equipment such as monitors for atmospheric hazards and rescue equipment. These documents shall be submitted at the preconstruction conference.

1.07 DUST CONTROL

The Contractor shall be responsible for dust and erosion control, and for minimizing dust and erosion to the Owner's satisfaction. Dust and erosion control shall be deemed to be incidental and shall not be a pay item.

1.08 DISPOSAL OF WASTE MATERIALS

Excess, unsuitable, and waste materials from this project (including that from trench excavation, pavement removal, piping removal, and grading operations), shall be disposed of, offsite, by Contractor. Such disposal shall be considered incidental, and shall not be a pay item.



1.09 CODES AND STANDARDS

All materials and the completed installation shall comply with applicable standards promulgated pursuant to the State of Tennessee and City of Lakeland.

1.10 OPEN EXCAVATIONS

The Contractor shall completely backfill all excavations before stopping work for the day. No excavation (fenced or unfenced) shall be left open overnight, over a weekend, nor any period in which no work at that location is underway. The cost of reopening or re-excavation due to this provision will be borne by the Contractor.

1.11 CONSTRUCTION SURVEYING AND STAKING

In this project, lines and grades of replaced appurtenances shall match those existing. When new appurtenances such as drain lines, catch basins, curb, sidewalks, and new roadway crowns are to be installed, the Contractor will provide construction surveying and staking, unless otherwise noted.

1.12 CLEANING AND FINISHING

After completion of all work all debris and foreign material will be removed by the contractor. The project area, including staging areas, shall be clean and functional. This will include the restoration of any disturbed landscaping in the work area.

1.13 TRAFFIC CONTROL

A traffic control plan is required for repairs in areas affecting traffic. The Contractor is responsible for furnishing a traffic control plan to the City Engineer at least one week prior to the start of construction. Excavations which traverse a street shall be limited to one-half the width of the street at any one time, unless an emergency situation exists which requires the entire width of the street be excavated. The City Engineer's approval is required prior to traversing an entire street. The closure should not exceed forty-eight (48) hours and proper signage shall be installed detouring traffic and warning of construction.

**END OF SECTION**

[Type here]

## SECTION 01811

### MINIMUM WAGE SCALES FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

General Decision Number: TN20200147 01/03/2020

Superseded General Decision Number: TN20190147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least

the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections

under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0

01/03/2020

SUTN2016-001 07/13/2016

[Type here]

	Rates	Fringes
BRICKLAYER.....	\$ 14.26	
CARPENTER.....	\$ 17.52	
CEMENT MASON/CONCRETE FINISHER.....	\$ 15.55	
ELECTRICIAN.....	\$ 24.08	
IRONWORKER		
Reinforcing.....	\$ 16.29	
Structural.....	\$ 16.89	
LABORER		
Common/Unskilled.....	\$ 13.11	
Skilled		
Air Tool Operator,		
Asphalt Raker, Chain Saw		
Operator, Concrete Mixer		
(less than 1 yd),		
Concrete Rubber, Edger,		
Fence Erector, Form		
Setter (steel), Guard		
Rail Erector, Mechanic's		
Tender (tire changer or		
oiler), Mortar Mixer,		
Nozzleman or Gun Operator		
(gunite), Pipelayer, Sign Erector.....	\$ 15.27	
PAINTER (INCLUDES SANDBLASTER).....	\$ 26.36	
POWER EQUIPMENT OPERATOR:		
GROUP 1		
Backhoe/Hydraulic		

[Type here]

Excavator (3/4 yd & over), Crane (less than 20 Tons), End Loader (3 yd & over), Motor Patrol (finish), Piledriver, Dragline.....\$ 19.14

GROUP 1A

Drill Operator (Caisson).....\$ 25.26

Farm Tractor Operator (Power Broom).....\$ 13.50

GROUP 2

Backhoe/Hydraulic Excavator (less than 3/4 yd), Bulldozer or Push Dozer, End Loader (less than 3 yd), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine.....\$ 17.08

GROUP 3

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal).....\$ 17.75

GROUP 4

Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor

[Type here]

Machine, pump, Track	Rates	Fringes
Drill, Striping Machine.....	\$ 16.48	
Heavy Duty Mechanic.....	\$ 20.33	
Light Duty Mechanic.....	\$ 19.53	
Sweeping Machine (Vacuum) Operator.....	\$ 15.56	
GROUP 5 Crane (over 20 Tons).....	\$ 20.44	

#### TRUCK DRIVER

2 axles.....	\$ 15.36
3-4 axles.....	\$ 14.86
5 or more axles.....	.\$ 16.27

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

[Type here]

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

[Type here]

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

[Type here]

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

\* an existing published wage determination



[Type here]

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

[Type here]

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

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

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

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

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

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END OF GENERAL DECISION