

# INVITATION TO BID

## CITY OF GREENACRES

PALM BEACH COUNTY, FLORIDA



**BID NO. 26-004**

## PUBLIC WORKS STEEL COLUMNS REPAIR

**Publish Date:**

**12/14/2025**

**All Questions Due:**

**1/20/2026 by 5:00 PM**

**Pre-Bid Conference:**

**12/30/2025 at 10:00 AM  
via Microsoft Teams**

**Bid Due and Bid Opening Date:**

**1/30/2026 at 3:00 PM**

**Meeting Information Below:**

Meeting ID: 288 347 558 288 28  
Passcode: Uf2BM6Gq

**Where to Deliver Bid:**

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

**You can also dial in using your phone.**  
**United States: +1 561-232-6910,,340518567#**

**Phone conference ID: 340 518 567#**

**City of Greenacres  
Purchasing Department  
(561) 642-2030  
[purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov)**

**PUBLIC WORKS STEEL COLUMNS REPAIR  
BID NO. 26-004**

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**CITY OF GREENACRES, FLORIDA**

**ADVERTISEMENT FOR BIDS**

**PUBLIC WORKS STEEL COLUMNS REPAIR  
BID NUMBER 26-004**

Sealed bids for **PUBLIC WORKS STEEL COLUMNS REPAIR** will be received by the City of Greenacres, Florida at the office of the Director of Purchasing 5800 Melaleuca Lane, Greenacres, Florida 33463, until 3:00 pm Friday, January 30, 2026. At that time all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

**All bids shall be submitted in duplicate, in one sealed envelope addressed to the Director of Purchasing and marked "SEALED BID – BID NUMBER 26-001 PUBLIC WORKS STEEL COLUMNS REPAIR". The base bid work includes the repair of five (5) structural steel columns located under the south canopy of the pre-engineered metal building located at 5750 Melaleuca Lane, Greenacres, FL 33463 as per the plans. This includes steel preparation, repair, welding, and painting; concrete demolition and pour back; and all associated incidental work and temporary facilities.**

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Award will be made to the lowest responsible, responsive bidder. No bidder may withdraw their bid for a period of sixty (60) days from the date set for the opening thereof. The obligations of the CITY under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council

Monica Powery, CPPB  
Director of Purchasing

Dated: December 14, 2025  
Published: Palm Beach Post

## BID SUMMARY

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

BID INFORMATION & GENERAL REQUIREMENTS	
Bid No.:	26-004
Bid Title:	PUBLIC WORKS STEEL COLUMNS REPAIR
Date of Issuance:	December 14, 2025
Project Description & Scope of Work:	The base bid work includes the repair of five (5) structural steel columns located under the south canopy of the pre-engineered metal building located at 5750 Melaleuca Lane, Greenacres, FL 33463 as per the plans. This includes steel preparation, repair, welding, and painting; concrete demolition and pour back; and all associated incidental work and temporary facilities.
Project Location:	5750 Melaleuca Lane, Greenacres, FL 33463
Estimated Budget:	\$50,000.00
Procurement Contact:	Name: Monica Powery, Director of Purchasing Telephone: 561-642-2030 Email: <a href="mailto:purchasing@greenacresfl.gov">purchasing@greenacresfl.gov</a>

## IMPORTANT DATES

<p>Due Date &amp; Time for Bid Submittal:</p>	<p><b>The deadline for submittal of bids is 3:00 PM, on Friday, January 30, 2026.</b></p> <p>Due date may be modified by addendum to the bid. It is important that bidder download all addenda.</p> <p>Bidders are cautioned that late bids cannot be submitted. Bidders are fully responsible for assuring that bids are received by the deadline.</p>
<p><b>Pre-Bid Conference:</b></p> <p><input checked="" type="checkbox"/> Pre-Bid Conference will be held.</p> <p><input type="checkbox"/> Pre-Bid Conference is Mandatory.</p> <p><input type="checkbox"/> A Pre-Bid Conference will not be held.</p>	<p>Date: <b>December 30, 2025</b> Time: <b>10:00 am</b></p> <p>Location: <b>Virtually via Microsoft Teams</b></p> <p>Meeting ID: 288 347 558 288 28 Passcode: Uf2BM6Gq</p> <p><u>Dial-in Instructions:</u></p> <ul style="list-style-type: none"> <li>• Dial the Telephone Number: <u>+1 561-232-6910,,340518567#</u></li> <li>• Phone Conference ID: 340 518 567#</li> </ul> <p>Reference: Introductions to Bidders, Sub-Section 4, Pre-Bid Conference.</p>
<p><b>Site Visit:</b></p> <p><input type="checkbox"/> Site Visit will be held.</p> <p><input checked="" type="checkbox"/> Site Visit is Mandatory.</p> <p><input type="checkbox"/> Site Visit will not be held.</p>	<p>Bidders are not permitted to visit the site without an accompanying City representative. Attendance at one of the scheduled site visit dates below is mandatory.</p> <p>December 19, 2025 at 10:00 am December 29, 2025 at 10:00 am January 8, 2026 at 10:00 am January 14, 2026 at 10:00 am</p>
<p>Last Day for Receipt of Questions:</p>	<p><b>Tuesday, January 20, 2026 by 5:00 PM ET</b></p> <p>Questions will be allowed up to 10 days before the initial deadline for submittal of bid proposals. Questions must be directed to <a href="mailto:purchasing@greenacresfl.gov">purchasing@greenacresfl.gov</a>.</p> <p>Reference: Introductions to Bidders, Sub-Section 10, Pre-Bid Interpretations.</p>

## PROJECT SPECIFIC INFORMATION & REQUIREMENTS

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

	<p>personal &amp; advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.</p> <p>C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.</p> <p>D. Professional Liability (Errors &amp; Omissions) Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.</p> <p>E. Builders Risk Insurance utilizing an "All Risk" coverage form, with limits equal to the completed value of the project and no coinsurance penalty. (City of Greenacres shall be named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)</p> <p>F. Umbrella Liability Insurance in an amount no less than \$1,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.</p> <p>G. Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.</p> <p>Additional Insured - City of Greenacres must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.</p> <p>Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Greenacres.</p> <p>Waiver of Subrogation – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.</p> <p>Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.</p> <p>Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.</p>
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	<p>Certificate Holder Must Read:  City of Greenacres  Purchasing Department  5800 Melaleuca Lane  Greenacres, FL 33463</p> <p>Special Risks or Circumstances - The City of Greenacres reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.</p> <p>Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.</p>
<p>Contract Price:</p> <p><input checked="" type="checkbox"/> Lump sum pricing shall apply.</p> <p><input type="checkbox"/> Unit pricing shall Apply.</p>	<p>As indicated, contract pricing shall be based on lump sum or unit pricing.</p>
<p>Contract Completion Time &amp; Schedule:</p>	<p>Days for Completion: <u>60</u> days</p> <p>Reference: Introductions to Bidders, Sub-Section 18, Construction Schedule &amp; Sub-Section 19, Time of Completion, Liquidated Damages</p>
<p>Liquidated Damages:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>1. Failure to achieve Substantial Completion: <u>\$250/day</u></p> <p>2. Failure to achieve Final Completion: <u>\$250/day</u></p> <p>Reference: Introductions to Bidders, Sub-Section 19, Time of Completion, Liquidated Damages</p>
<p>Performance &amp; Payment Bond Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>See Introductions to Bidders, Sub-Section 25, Contract Security</p>
<p>Prevailing Wage Rates:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it, and its sub-contractors, shall pay laborers and mechanics employed under the contract no less than the prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of the bid.</p>



<p>Required Licenses/Permits:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p><b><u>LICENSES:</u></b> If the Contractor is a State of Florida Certified General Contractor OR Palm Beach County Licensed Contractor the following will be required:</p> <ol style="list-style-type: none"> <li>1. Copy of State Contractors Certification OR Palm Beach County Competency License. Prime: Florida CGC or CBC with qualifying agent; all trade work by properly licensed EC/EF, CMC/CAC, CFC, Fire Marshal-licensed contractor, and other specialties as shown in the specs.</li> <li>2. Place of Business Occupational License</li> </ol> <p><b><u>PERMITS:</u></b> The CONTRACTOR shall obtain and pay for any permits that may be required for execution of the work, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. City of Greenacres (no fee permit)</li> </ol>
<p>Standard General Conditions of the Construction Contract:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>These can be found as Attachment A to the bid document.</p>
<p>Supplementary Conditions to the General Conditions:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>N/A</p>
<p>Federal Compliance Documents:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>N/A</p>
<p>Trench Safety Act Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Reference: General Terms and Conditions</p>
<p>Consultant:</p>	<p>Ronald M. Jezerinac Jr., Jezerinac Group, PLLC</p>
<p>Contract Coordinator:</p>	<p>Ibrahim Younis, Construction Manager</p>

## SUBMITTAL REQUIREMENTS

Submittal Location:	<p>Bids shall be submitted in duplicate, in one sealed envelope addressed to the Director of Purchasing and marked "BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR at the following address:</p> <p style="text-align: center;">City of Greenacres Purchasing Department 5800 Melaleuca Lane Greenacres, FL 33463</p>
Submittal Format & Requirements:	<p>In order to maintain comparability, facilitate the review process and assist in the review of bid submittals, it is strongly recommended that bids be organized and tabbed as specified below.</p> <p><b>TAB 1: <u>APPENDIX A FORMS</u></b> The following documents shall be submitted by the established deadline.</p> <ol style="list-style-type: none"> <li>1. Bid Proposal Form</li> <li>2. Bid Schedule</li> <li>3. Bidder Certification</li> <li>4. Site Inspection Form</li> <li>5. Bidders Qualification Form</li> </ol> <p style="text-align: center;"><b>FAILURE TO SUBMIT THESE DOCUMENTS WITH ITS BID SHALL RESULT IN BID BEING DEEMED NON RESPONSIVE.</b></p> <p><b>TAB 2: <u>MINIMUM QUALIFICATIONS AND SUBMITTAL REQUIREMENTS</u></b> Submit evidence, as specifically requested in the Bid Summary, of compliance with each minimum requirement(s) of this bid. Bidders that do not comply, or for whom the City cannot verify compliance, shall be deemed non-responsive and its bid shall not be considered.</p> <p><b>TAB 3: <u>APPENDIX B FORMS</u></b> The following documents shall be submitted:</p> <ol style="list-style-type: none"> <li>1. Corporate or Partnership Certificate</li> <li>2. Bid Bond</li> <li>3. Subcontractors List</li> <li>4. Drug-Free Workplace Certification</li> <li>5. Scrutinized Companies</li> <li>6. E-Verify Acknowledgement</li> <li>7. Non-Collusive Affidavit</li> <li>8. Affidavit of Compliance with Anti-Human Trafficking Laws</li> </ol> <p><b>TAB 4: <u>OTHER DOCUMENTATION</u></b> Submit any other documentation your company deems as relevant.</p>

## INSTRUCTIONS TO BIDDERS

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

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

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

**"Sealed Bid - BID NUMBER 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR"**

and addressed to:                      Director of Purchasing  
   City of Greenacres  
   5800 Melaleuca Lane  
   Greenacres, Florida 33463

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

4. **Pre-Bid Conference.** All interested parties are invited to attend a pre-bid conference on Tuesday, December 30, 2025 commencing at 10:00 am virtually via Microsoft Teams. **Attendance is not mandatory.** At this time, the City's representative(s) will be available to answer questions relative to this Invitation to Bid. Any modifications may be presented in writing to the City contact person stated in Item 10, Pre-Bid Interpretations as possible amendments to the Invitation to Bid. Changes to specifications and terms and/or conditions shall only be accomplished by written addendum.
5. **Proposal Forms.** Submit Bid Proposal in duplicate on the forms furnished herewith (Document No.00300). All blank spaces must be filled in as noted (in blue or black ink or typed) in both words and figures with amounts extended and totaled. The time of completion of the work will be the number of calendar days stated from the date of the Notice to Proceed

to the date of the final pay request approval by the Engineer. This project is required to be completed in sixty (60) days.

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

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

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

7. **Addenda.** Each Bidder will be held responsible for familiarity with all component parts of the proposed Contract Documents furnished for the Bid, including all addenda issued during the bidding period. Any addenda issued after procurement of the Contract Documents will be emailed to each party holding Bid Documents at that time. Each Addendum, including attachments, will be posted on the DemandStar web site which may be accessed at [www.demandstar.com](http://www.demandstar.com). Such addenda will be issued only to correct errors, omissions or discrepancies discovered during the bidding period, at the sole discretion of the City, and not later than seven (7) days prior to Bid opening. Any verbal clarifications given by any party during the bidding period shall in no way modify the terms or conditions of the Bidding Documents. Prior to submittal of a Bid, each Bidder shall be responsible for determining if any addenda have been issued.

8. **Examination of Contract Documents and Site.** It is the responsibility of each Bidder before submitting a Bid, to:
  - a. Examine the Contract Documents thoroughly.
  - b. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
  - c. Take into account federal, state and local (City and Palm Beach County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
  - d. Study and carefully correlate Bidder's observations with the Contract Documents.
  - e. Carefully review the Contract Documents and notify City of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

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

9. **Inspection of Site.** It is the Bidder's responsibility to visit the sites of the proposed work at locations as indicated herein and become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. **The site inspection form included herein must be signed and submitted with bids. Bids received from Bidders not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.**

**Bidders are not permitted to visit the site without an accompanying City representative. Attendance at one of the scheduled site visit dates is mandatory.**

10. **Pre-Bid Interpretations.** Only those questions answered by the City's Purchasing Department, via written addendum to this bid, shall be binding as to this bid. City's answers to questions may supersede terms noted in this bid, and in such event, such answers shall govern and control this bid. Verbal and other interpretations or clarifications of City representatives or employees will be without legal effect. All questions about the meaning or intent of the contract documents are to be in writing. Interpretations or clarifications considered necessary by the City's Purchasing Director in response to such questions will be issued by City by means of addenda. **Written questions should be received no less than ten (10) calendar days prior to the date of the opening of Bids. There shall be no obligation on the part of City or the City's Purchasing Director to respond to questions received less than ten (10) calendar days prior to bid opening.**

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

**Purchasing Director:**      **Monica Powery**  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres, FL 33463  
purchasing@greenacresfl.gov

11. **Award of Contract.** The award of the contract, if it is awarded, will be to the lowest responsible and responsive Bidder whose qualifications indicate the award will be to the best interest of the City and who's Bid Proposal shall comply with the requirements of the Contract Documents. The City will award this contract to the lowest responsive responsible Bidder based on the Base Bid. Time is of the essence for this project and the time limits are set in the Bid Proposal. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the City is satisfied that the Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the City within the time specified.
12. **Warranty.** Contractor shall provide the one (1) Year General Contractor Warranty in the form provided in Appendix E at Final Acceptance. Warranty obligations are a material condition of the Contract.
13. **Bid Quantities.** The Bidder's attention is called to the fact that the estimate of quantities of all work to be done and material to be furnished under these specifications, as shown on the plans, is approximate and is given only as a convenience for the Contractor. The City

does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities. The City reserves the right to increase or decrease the amount of, or delete entirely, any bid item or portion of any bid item that may be deemed necessary or advisable, and to adjust the contract price accordingly. The bid total price is to be based upon lump sum amount and not on unit price quantity. Bidder is responsible to make sure total bid amount is adequate to complete all work required on the contract plans. Bidder shall not change estimated quantities in bid schedule provided, but shall provide a unit price for each item. Any discrepancies with the quantities shall be submitted ten (10) days prior to the Bid closing date to the contact person where name and address are included in Introductions to Bidders, Sub-Section 10, Pre-Bid Interpretations.

14. **Financial Statement.** If requested by the City, a Bidder under consideration for award shall furnish a certified financial statement, current within the past thirty days, which must be a complete report of the financial resources and liabilities, equipment available, past performance records, personnel and organization experience.

15. **Regulations Affecting the Work.**

- **Compliance with Laws:** The Contractor hereby agrees and shall be solely responsible for ensuring that they and any subcontractors make themselves fully aware of the requirements of any applicable ordinances, statutes, laws or federal regulations which may affect this project or the Contractor's/Subcontractor's work under this project, including but not limited to safety regulations, Federal wage regulations and others. The Contractor further agrees that neither the City of Greenacres nor its Engineers shall be responsible for ensuring compliance or notification of any changes or modifications to any such applicable ordinances, laws, statutes, rules and regulations.
- **State and County Licenses:** When applicable, Contractor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with Bid and must be in the name of the Bidder shown on the Bid Proposal page.
- **City Licenses and Permits:** When applicable, it shall be the responsibility of the successful Bidder to obtain, at no additional cost to the City of Greenacres, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees required by the City shall be waived for this work; however, the successful vendor must pay any applicable City Occupational License or Registration fees.

16. **Utilities and Structures Shown on the Plans.** Existing utilities and facilities are shown on the Contract Drawings only for the convenience of all parties concerned and were established without guarantee as to their accuracy or completeness of location. Because of conflicting and sometimes erroneous information, certain facilities may not be located precisely as shown, or may be omitted entirely. Prior to performing any work, the Contractor shall determine, by site inspection or otherwise, all pertinent data concerning the existing utilities, structure and facilities, including the request of each utility agency to advise Contractor of the location of their facilities in the work vicinity.

The Contractor shall be completely responsible for the relocation, as required, of existing utilities and structures with such work accomplished at no additional cost to the City. The City will assume no liability for damages sustained or costs incurred because of the Contractor's operations in the vicinity of the existing utilities or structures. The Contractor

shall schedule work in such a manner that the utility companies relocating or supporting their utilities cause no delay. No compensation shall be made for such loss of time.

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

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

17. **Construction Staking.** The Contractor shall be responsible for laying out the work area.
18. **Construction Rights.** The City has obtained construction rights to assure sufficient rights-of-way to construct the project. The Contractor shall be responsible for payment of all costs or charges by entities other than the City for, but not necessarily limited to, the following and shall have included all such costs in the Base Bid prices stated in Bid:
  1. Licenses required by law;
  2. Inspection, testing and construction supervision fees charged by utility companies, railroad companies, public authorities or others;
  3. All charges by others for assistance to the Contractor for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the contractor's operation;
  4. All costs of restoration of the work site to condition equal or better than that prior to construction;
  5. All costs of restoration of pavements and structures damaged by the Contractor's operation. Likewise, the Contractor shall pay all costs of restoring all work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the work area incidental to the work **solely to the satisfaction of the City**; and
  6. All public liability, property damage and contractual liability insurance required by others to permit the Contractor's operation.
19. **Construction Schedule.** The Contractor shall submit on a form acceptable to the City, an overall construction schedule for the project. This construction schedule shall start with the proposed date of signing the Contract, and the completion date shall be the date specified in the Contract.
20. **Time of Completion, Liquidated Damages.** **The time allowed to complete the work is sixty (60) days.** By submitting a Bid Proposal for the work, the Contractor agrees with the rate of accrual of liquidated damages as stated in the Contract Documents for Contractor's failure to complete the work within a time so specified.
21. **Return of Proposal Guaranty.** As soon as the Bid Proposals have been compared, the City may, at its discretion, return the guaranty deposit accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which they will be returned upon request to the respective bidders whose proposals they accompany.

22. **Failure to Execute the Contract.** The failure on the part of the successful Bidder to execute the Contract as required will be just cause for the amount of the guaranty deposited with the Bid Proposal, either in the form of a certified or cashier's check, or a Bid Bond, to be retained or be paid upon demand by the City; not as a forfeiture, but rather for liquidated damages, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and that such damages equal the amount of the bid security or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a Bid Proposal.
23. **Time of Award.** The City reserves the right to hold all Bid Proposals and Bid guaranties for a period not to exceed sixty (60) days after the date of Bid opening stated in the Invitation to Bid. Bid files may be examined during working hours by appointment only thirty days after Bid opening or after City provides notice of an intended award decision, whichever is earlier.
24. **Proposal Modifications.** Modifications must be received from Bidders prior to opening of first Bid. Modifications must be in written or printed form. Bidders shall not be allowed to modify their Bids after the opening time and date.
25. **Substitutions.** To obtain approval to use unspecified products, Bidders shall submit written request at least fourteen (14) days before the Bid date. Requests received after this time will not be considered. The request shall clearly describe the product for which the approval is asked, including all data necessary to demonstrate acceptability, as required by the Engineer. If the product is acceptable, the Engineer will approve it through an addendum issued through the City Purchasing Director to all the Bidders on record.
26. **Contract Security.** Paragraph 5.01 of the General Conditions sets forth the City's requirements as to performance and payment bonds. Prior to execution of contract, the successful Bidder must deliver the required performance and payment bonds. These bonds must be executed on the forms provided in the Bidding Documents and accompanied by the surety company's current valid Certificate of Authority issued by the United States Department of the Treasury under S.S.31, U.S.C. 9304-9308.
27. **Hours of Work.** The Contractor is hereby informed and understands that the City of Greenacres restricts certain noise between the hours of 7:00 p.m. and 7:00 a.m. Therefore, the work is restricted during these hours, unless the Engineer determines emergency conditions exist and are endangering life or property. If the Contractor is authorized to operate equipment 24 hours per day, the engines shall be provided with residential type silencers approved by the Engineer. The Contractor and or any subcontractor shall not be authorized to work exclusively on nights, Saturdays, Sundays or holidays unless the Contractor agrees to reimburse the City for all expenses incurred; nor is the contractor or any subcontractor allowed to perform 100% of their work on this project on nights, Saturdays, Sundays or County recognized holidays without a County waiver and at a minimum, perform work on this project for one regular working day.
28. **Errors.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the total Bid amount will be adjusted accordingly. In the event of a conflict between prices in words and figures, the stated prices in words will take precedence. The Bidder must initial bids having erasures or corrections in ink.



## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

For information concerning this bid, please contact:

City of Greenacres  
Purchasing Department  
[purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov)  
(561) 642-2030

### **2. INQUIRIES:**

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

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

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

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

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

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

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use

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

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

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

### **7. DELAYS:**

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

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

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

### **9. CERTIFICATIONS:**

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

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

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

### **11. AWARDS:**

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

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

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

It is expressly agreed that the bidder is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service

or activity performed pursuant to the purchase order shall at all times and in all places be subject to bidder's sole direction, supervision and control. Bidder shall exercise control over the means and manner in which it and its employees perform and work. In all respects bidder's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

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

**13. SUBCONTRACTING:**

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

**14. E-VERIFY:**

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

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

**15. FLORIDA TRENCH SAFETY ACT:**

If the work involves trench excavations that will exceed a

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

**16. PRICE/DELIVERY:**

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

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

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

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

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

**17. NEWS RELEASES:**

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

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

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

**19. QUANTITIES:**

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

**20. ACCEPTANCE/REJECTION:**

The City reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the bid proposal of any bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

**21. DISQUALIFICATION OF BIDDER:**

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

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

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

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

**23. NO BID:**

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

**24. OMISSION OF DETAILS:**

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

**25. MISTAKES:**

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

**26. AVAILABILITY OF FUNDS:**

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

**27. PAYMENT:**

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

**28. DISCOUNT:**

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

**29. ADDITIONAL SERVICES:**

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

**30. TERMINATION:**

a. Termination for Cause

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

b. Termination for Convenience

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

**31. PERFORMANCE:**

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

**32. CANCELLATION:**

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

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

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

**34. MATERIAL SAFETY DATA SHEET:**

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

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

### **35. CHEMICAL APPROVALS:**

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

### **36. SAFETY REGULATIONS:**

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

### **37. CODES AND REGULATIONS:**

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

### **38. FEDERAL AND STATE TAX:**

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

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

### **39. LEGAL REQUIREMENTS:**

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

- (a) Bidders doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a bidder submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie

bids/proposals are received either from bidders who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.

- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal on an agreement to provide any goods or services to a public entity, may not submit a bid proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bid proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

### **40. UNIFORM COMMERCIAL CODE:**

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

### **41. INDEMNIFICATION:**

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

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

The bidder acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded bidder, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to

affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

**42. CONE OF SILENCE:**

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

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

**43. CONFLICT OF INTEREST:**

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

**44. NON-COLLUSION:**

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

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

**45. CODE OF ETHICS:**

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

**46. GOVERNING LAW AND VENUE:**

Any agreement resulting from this bid shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative

and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**47. EEO STATEMENT:**

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

**48. SEVERABILITY:**

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

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

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

**50. SCRUTINIZED COMPANIES:**

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

**51. PUBLIC RECORDS:**

Upon award recommendation or thirty (30) days after opening, whichever occurs first, bid proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**52. RECORDS/AUDITS:**

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

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

### **53. PURCHASING PROTESTS:**

- (a) *Right to protest.* Any actual bidder, proposer, offeror, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the City (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the City's website or purchasing bulletin board by the Purchasing Agent or designee (for protests challenging the award). It shall be the responsibility of a bidder, offeror, vendor or contractor to ascertain the advertisement date and/or bid award information from the Purchasing Department. Protestors shall file their protests in writing with the Purchasing Agent during normal office hours of the City, but in no event later than 4:00 p.m. on any normal business day of the City, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the Purchasing Agent.
- (c) *Decision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within a reasonable amount of time. The Purchasing Agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, vendor or contractor concerning the competitive selection

process or award. If the Purchasing Agent is unable to resolve the protest, the Purchasing Agent in consultation with the City Manager shall render a decision. The decision of the City Manager shall:

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

## **54. PUBLIC RECORDS CUSTODIAN:**

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

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

## APPENDIX A

# CITY OF GREENACRES

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

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

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**BID PROPOSAL**  
**PUBLIC WORKS STEEL COLUMNS REPAIR**  
**BID NO. 26-004**

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

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

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

Bidder:

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

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

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

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

**Within sixty (60) consecutive calendar days,**

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

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

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

**STATE PRICE IN WORDS AND FIGURES**

**TOTAL BASE BID: PUBLIC WORKS STEEL COLUMNS REPAIR**

Shall include all work shown on contract documents pertaining to the repair of five (5) structural steel columns located under the south canopy of the pre-engineered metal building located at 5750 Melaleuca Lane, Greenacres, FL 33463 as per the plans. This includes steel preparation, repair, welding, and painting; concrete demolition and pour back; and all associated incidental work and temporary facilities.

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

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

Name of Contractor Service Representative:

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

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

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

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

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

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

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

**BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR**  
**BID SCHEDULE**  
**BASE BID**

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

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

┌ *Estimated Quantity* ┐

**\*Note: Reference to Introductions to Bidders, Sub-Section 12 Bid Quantities “Bidder MUST verify quantity” for all**

## Bid Schedule

ITEM NO.	DESCRIPTION	TOTAL QTY.*	UNIT	UNIT PRICE	EXTENDED PRICE
0 - GENERAL REQUIREMENTS					
0.1	MOBILIZATION	1	LS		
0.2	GENERAL CONDITIONS	1	LS		
0.3	SUBMITTALS	1	LS		
0.4	CONTINGENCY ALLOWANCE	1	LS	5,000.00	5,000.00
0.5	CLEANUP & DEMOBILIZATION	1	LS		

01 - REPAIRS					
1.1	COLUMN REPAIR - 1/S3 (2/S3 ALTERNATE)	5	EA		
1.2	CONCRETE (DEMO, POURBACK,...)	5	EA		
1.3	METALS (MATERIALS, WELDING,...)	5	EA		
1.4	INCIDENTAL WORK (SHORING, PAINTING,..)	5	EA		
1.5	COLUMN REPAIR SUBTOTAL - 1/S3 (2/S3 ALTERNATE)	5	EA		
EA = EACH; LS = LUMP SUM					

**BASE BID TOTAL AMOUNT:** \_\_\_\_\_

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

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



**BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR**  
**SITE INSPECTION FORM**

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**Bidders are not permitted to visit the site without an accompanying City representative. Attendance at one of the scheduled site visit dates below is mandatory.**

**December 19, 2025 at 10:00 am**  
**December 29, 2025 at 10:00 am**  
**January 8, 2026 at 10:00 am**  
**January 14, 2026 at 10:00 am**

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

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

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

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

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

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

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

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

**City Representative:**

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

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

## BIDDERS QUALIFICATION FORM

**PROJECT NAME: PUBLIC WORKS STEEL COLUMNS REPAIR**

**BID NUMBER: 26-004**

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

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

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

1. Legal Name and Address:

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

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

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

City, State, Zip: \_\_\_\_\_

2. Check one: Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Individual: \_\_\_\_\_

3. If Corporation, state:

Date of Incorporation: \_\_\_\_\_

State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. Name and Title of Principal Officers:

Date Elected:

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

- 5.1 Name of Qualifying Agents: Date of Initial Qualification:

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

5.2 Name of Financially Responsible Officers (if any):

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

Name and Address of Partners:

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

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

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

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

b. All parties to such proceedings:

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

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

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



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

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

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

If Yes, provide dates and particulars:

**Date**

**Reason**


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

**Name**

**Address**

**Phone No.**


12. List all subsidiaries or holding companies:


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


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

Project Name	Subcontr./Supp.	Contact	Phone

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

Name & Title	Years Exper.	Type Work	Cost Range	In What Capacity

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

Project/Type	Size/Value	Date

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


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


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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Name, Location & Description Owner Contact & Phone No.	Contract Amount	% Complete	Projected Completion Date
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19. What is the maximum bonding capacity of your company? (N/A if not applicable)

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

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

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

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## APPENDIX B

# CITY OF GREENACRES

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Subcontractors List  
Corporate Certificate  
Partnership Certificate  
Drug-Free Workplace Certification  
Scrutinized Companies  
E-Verify Acknowledgement  
Affidavit of Compliance with Anti-Human  
Trafficking Laws  
Non-Collusive Affidavit

TO BE SUBMITTED WITH THE BID.

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## SUBCONTRACTORS LIST

**PROJECT NAME: PUBLIC WORKS STEEL COLUMNS REPAIR**

**BID NUMBER: 26-004**

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

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

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

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

Following are the subcontractors to be used if the undersigned is awarded the contract.

TRADE	NAME	LICENSE NO.
Demolition	_____	_____
Concrete	_____	_____
Storefront and Glazing	_____	_____
Doors and Hardware	_____	_____
Lightweight Insulating Concrete	_____	_____
Roofing	_____	_____
Insulation	_____	_____
Drywall and Lightgauge Framing	_____	_____
Acoustical Ceilings	_____	_____
Resilient Flooring	_____	_____
Painting	_____	_____
HVAC	_____	_____
Electrical	_____	_____
Plumbing	_____	_____
Other (if cost exceeds 10% of Bid amount)	_____	_____

**BIDDING CONTRACTOR:**

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

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

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

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

## CORPORATE CERTIFICATE

<b>PROJECT NAME: PUBLIC WORKS STEEL COLUMNS REPAIR</b> <b>BID NUMBER: 26-004</b>
---

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

Notary Public

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

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



## PARTNERSHIP CERTIFICATE

<b>PROJECT NAME: PUBLIC WORKS STEEL COLUMNS REPAIR</b> <b>BID NUMBER: 26-004</b>
---

STATE OF FLORIDA           )  
COUNTY OF                ) SS

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

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

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

By:

\_\_\_\_\_  
Name & Title

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

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

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

Notary Public

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

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

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

**BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR**  
**SCRUTINIZED COMPANIES**

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**CERTIFICATION PURSUANT TO FLORIDA STATUTE §  
287.135**

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

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

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

1. Participate in a boycott of Israel.

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

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

**BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR**  
**E-VERIFY ACKNOWLEDGEMENT FORM**

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Definitions:

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

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

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

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

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

Company Name:

Authorized Signature:

Print Name:

Title:

Date:

Phone:

Email:

Website:

**BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR**  
**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

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The undersigned, on behalf of the contractor listed below ("CONTRACTOR"), hereby attests under penalty of perjury as follows:

The CONTRACTOR, by signing this affidavit as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

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

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

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

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

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_, a company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind \_\_\_\_\_ [CONTRACTOR'S Name] to the same.

Notary Seal

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

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

**BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR**  
**NON-COLLUSIVE AFFIDAVIT**

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

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

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

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

**BID NO. 26-004 PUBLIC WORKS STEEL COLUMNS REPAIR**  
**NON-COLLUSIVE AFFIDAVIT**

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Signed, sealed and delivered in the presence of:

WITNESSES:

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

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

\_\_\_\_\_  
Title

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of \_\_\_\_\_ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

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

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

## APPENDIX C

# CITY OF GREENACRES

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### Sample Agreement

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## **SAMPLE AGREEMENT**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026, by and between the City of Greenacres (hereinafter called CITY or OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

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

**Repair of five (5) structural steel columns located under the south canopy of the pre-engineered metal building located at 5750 Melaleuca Lane, Greenacres, FL 33463 as per the plans. This includes steel preparation, repair, welding, and painting; concrete demolition and pour back; and all associated incidental work and temporary facilities.**

### **ARTICLE 2 - PROJECT**

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

**PUBLIC WORKS STEEL COLUMNS REPAIR  
BID NO. 26-004**

### **ARTICLE 3 - ENGINEER**

The project has been designed by:

**Ronald M. Jezerinac Jr**  
Jezerinac Group, PLLC  
1615 Forum Place, Suite 3A  
West Palm Beach, FL 33401  
Phone: (561) 622-8585  
Email: rjezerinac@jezerinacgroup.com

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

The City's Contract Administrator for this project is:

**Ibrahim Younis**  
Construction Manager  
City of Greenacres  
Greenacres, FL 33463  
Ph: (561) 790-6191  
Email: iyounis@greenacresfl.gov

## ARTICLE 4 - CONTRACT TIMES

- 4.1 Time is of the essence throughout this Agreement, and all time limits for completion and readiness for final payment are as set forth and mandated pursuant to the Contract Documents issued in BID NO. 26-004. This Project shall be completed within **sixty (60)** consecutive calendar days.
- 4.2 The work will be completed and ready for final payment in accordance with paragraph 27 of the General Terms and Conditions. This Agreement mandates that the Project shall be completed within **sixty (60)** consecutive calendar days from the date when the Agreement time commences to run as delineated and set forth by the City's Notice to Proceed for the Project.
- 4.3 The CITY and the CONTRACTOR recognize that time is of the essence for the completion of the Project and this Agreement, and that CITY will suffer financial or economic loss if the work on the Project is not completed within the time specified in paragraphs 4.1 and 4.2 above, plus any expressly permitted delay(s) or extension(s) thereof allowed in accordance with paragraphs 7 or 10 of the General Terms and Conditions. The parties also recognize the delays, expense and difficulties involved in initiating and proving a breach of the Agreement through a legal action or arbitration proceeding, which will further be an actual loss suffered by CITY if the work is not completed on time.

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

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

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

## ARTICLE 5 - CONTRACT PRICE

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

The lump sum contract price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as outlined in the BID No. 26-004 proposal documents, which are hereby reproduced and is inserted herein, and is an integral part of this Agreement. The Unit prices within Base Bid Schedule shall be used in calculating Add or Deduct changes to the base bid work as described within the Contract Documents.

## **ARTICLE 6 - PAYMENT PROCEDURES**

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

- 6.1 The CITY is not obligated or required to make any monthly progress payments. The Contract Documents and BID No. 26-004 set forth that the contract price for the Project is a lump sum pricing, and the CONTRACTOR'S application(s) for monthly payments shall be at the sole discretion of the ENGINEER, upon consultation with the CITY Representative for the Project. However, progress payments may be made to the CONTRACTOR based upon the recommendation of the ENGINEER. The CONTRACTOR shall include, but same shall not be limited to, with each application for payment, an updated progress schedule that is acceptable to the ENGINEER as may be required by this Agreement or the Contract Documents as set forth within BID No. 26-004 and pursuant to the requirements this provision.
- 6.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 27 of the General Terms and Conditions, the CITY will pay the remainder of the contract price, minus any monthly payments (if any), as recommended by the ENGINEER pursuant to the requirements of paragraph 27. Any monthly payment(s) recommended by the ENGINEER must be approved by the CITY's Representative before such payment(s) are issued by the CITY to the CONTRACTOR.

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

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

- 7.1 The CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the ITB No. 26-004 Bidding Documents.
- 7.2 The CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and Project site conditions that may affect cost, progress, and performance of the work.
- 7.3 The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the performance of the work.
- 7.4 The CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Project site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except underground facilities).
- 7.5 The CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Project location which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

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

## **ARTICLE 8 - CONTRACT DOCUMENTS**

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

- 8.1 Instructions to Bidders (pages 00 21 13 - 1 thru 00 21 13 - 7)
- 8.2 Drug Free Workplace Certification (pages 00 45 00 - 3)
- 8.3 This Agreement
- 8.4 Construction Performance Bond (pages 00 61 13.13 - 1 thru 00 61 13.13 - 2)
- 8.5 Construction Payment Bond (pages 00 61 13.16 - 1 thru 00 61 13.16 - 2)

- 8.6 Application for Payment (page 00 62 76 - 1)
- 8.7 Warranty of Title (page 00 65 36 - 1)
- 8.8 Contractor's Affidavit to City (page 00 65 19.16 - 1)
- 8.9 Final Release (page 00 65 19.26 - 1)
- 8.10 General Conditions (pages 00 72 00/Attachment A)
- 8.13 Notice of Award
- 8.14 Notice to Proceed
- 8.15 Technical Specifications as listed in the Index of Construction Contract Documents.
- 8.16 One set of Construction Drawings bearing the following general title:**

**City of Greenacres Public Works Building**

- 8.17 Addenda Numbers \_\_\_\_\_ to \_\_\_\_\_, Inclusive
- 8.18 CONTRACTOR'S Bid - Designated as Bidder's Proposal including attachments (Corporate Certificates, Qualification Form, Subcontractors list)
- 8.19 Documentation Submitted by CONTRACTOR Prior to Notice of Award
- 8.20 The following which may be delivered or issued after effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Terms and Conditions.

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

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 The requirements of the Contract Documents, as such term is delineated in the Invitation to Bid No. 26-004 and this Agreement, are hereby incorporated by reference as if fully set forth herein. The terms used in this Agreement, which are identified within the General Terms and Conditions and any other documents of the Invitation to Bid No. 26-004, will have the meanings indicated herein. This Agreement is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.
- 9.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The CONTRACTOR represents that all persons delivering the services required by this

Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and ITB 26-004, and to provide and perform such services to the CITY'S satisfaction for the agreed compensation.

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

- 9.3 The CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents. Where there is a conflict between any provisions set forth within the Contract Documents and a more stringent provision elsewhere in the Contract Documents or under any law, regulation, statute or code requirement which is applicable to this Project, the more stringent provision shall prevail and govern the performance of the Work.
- 9.4 GOVERNING LAW AND VENUE. The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

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

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

- 9.6 ALL PRIOR AGREEMENTS SUPERSEDED: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.
- 9.7 SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
- 9.8 PUBLIC ENTITY CRIMES. The CONTRACTOR acknowledges that the provisions of the Public Entity Crimes Act, Section 287.133 of the Florida Statutes shall apply to this Agreement, which statute provides, in pertinent part, that a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the CONTRACTOR shall result in cancellation of the CITY purchase and may result in CONTRACTOR debarment.

9.9 INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor under this Agreement. The services provided by the CONTRACTOR pursuant to this Agreement shall be subject to the supervision of the CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the City. This Agreement shall not constitute or make the Parties a partnership or joint venture.

9.9.1 THIRD PARTY BENEFICIARIES. Neither the CONTRACTOR nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.9.2 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified.

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

For the CITY:

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

For the CONTRACTOR:

9.9.3 MATERIALITY AND WAIVER OF BREACH. The CITY and the CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 E-VERIFY. The Contractor is hereby acknowledging that by entering this Agreement, the CONTRACTOR becomes obligated to comply with the provisions of 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System, and beginning on January 1, 2021, the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement), which affidavit must state that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k) of the Florida Statutes;



- C. Maintain copies of all subcontractor affidavit(s) for the duration of this Agreement, and shall provide the same to the CITY upon request;
- D. Comply fully with, and ensure that all of its subcontractors, comply fully with Section 448.095 of the Florida Statutes.

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

- 9.11 SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 9.12 COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024). By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

## **ARTICLE 10 - INDEMNIFICATION**

- 10.1 Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to hold harmless and indemnify the City as set forth in this section. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the required "Specific Consideration" therefore. Nothing contained in the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor shall the Contract Documents be construed as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.

*This Space Intentionally Left Blank*

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

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

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

ATTEST:

BY: \_\_\_\_\_  
Chuck Shaw, Mayor

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

ENDORSED AS TO FORM & LEGALITY:

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

(CORPORATE SEAL)

**FIRM:**

WITNESSES:

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

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

\_\_\_\_\_  
Title

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_, a company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind \_\_\_\_\_ [CONTRACTOR's Name] to the same.

Notary Public

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

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

## APPENDIX D

# CITY OF GREENACRES

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### Plans & Specifications

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## SECTION 007213

### GENERAL CONDITIONS

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

- A. Addendum: Alteration or clarification of the specifications and / or drawings provided by the Design Professional prior to the Bid Opening. Any and all addendum becomes part of the Contract Documents when the Owner - Contractor Agreement is executed.
- B. Agreement: The written document between the Owner and the Contractor for the Work to be performed, including the Contractor's bid. The form of the Agreement shall be AIA A101, Standard Form of Agreement Between Owner and Contractor and shall include AIA 201, General Conditions. See also Contract.
- C. Application for Payment: The form which is to be used by the Contractor when requesting progress and final payments. Form consists of AIA Document G702 and G703.
- D. Bid: The proposal submitted by the Contractor (Bidder) on the prescribed forms setting forth the prices for which the Work is to be performed.
- E. Bidder: The person, firm or corporation submitting a Bid for the Work.
- F. Change Order: A written order or directive to or from the Contractor signed by the Owner, the Design Professional and the Contractor authorizing a change in the Work, an adjustment in the Contract Price or Contract Time issued after the execution of the Contract. Change orders are usually attached to payment applications and may not have prior approval from all three parties at the time of submission. Change orders may be e-mailed between parties for signatures.
- G. Contract: The Contract Documents form the Contract for construction. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended by a Change Order. The Contract shall not be construed to create a contractual relationship of any kind (1) between the Design Professional and the Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and the Design Professional or (4) between any persons or entities other than the Owner and the Contractor. Two counterparts of the Agreement shall be executed by the Owner and Contractor.
- H. Contract Documents: The Contract Documents consist of this Agreement with General and other Conditions of the Contract, Specifications, Drawings, and Addenda issued prior to the execution of the Agreement and Change Orders issued after the execution of the Agreement. The intent of the Contract Documents

is to include all items for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- I. Contract Price: Total monies payable to the Contractor under the Contract Documents.
- J. Contract Time: Date established from the commencement of the Work to the final completion of the Work in working days. Final completion is the time when all work including any punch-out items have been completed.
- K. Contractor: The person, firm or corporation with whom the Owner has executed this Agreement.
- L. Design Professional: Jezerinac Group PLLC who is under contract with the Owner to act on their behalf and to provide construction observation and administrative services for the Project.
- M. Drawings: The plans and / or details that show the character and / or scope of work complementary to the Specifications and Contract Documents to be performed by the Contractor as prepared by the Design Professional.
- N. Owner: The City of Greenacres.
- O. Project: The total scope of work as defined by the Contract Documents, Summary of Work, including work outlined by addenda.
- P. Project Manual: The bound manual that contains the Bidding Documents, the General Conditions, the Technical Specifications, and any details that pertain to the Project.
- Q. Shop Drawings or Submittals: All drawings, diagrams, brochures, data sheets, schedules and other documentation prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor that illustrates the material or equipment that becomes part of the Work.
- R. Work: Any and all obligations, duties and responsibilities necessary, undertaken by the Contractor under the Contract Documents to complete the construction of the Project including labor, materials and equipment.

## 1.2 OWNERSHIP OF THE DOCUMENTS

- A. Project Manual, Specifications and Drawings prepared by the Design Professional for use by the Owner and Contractor for construction of this particular project, are defined as Instruments of Service and are the property of the Design Professional.
- B. The Contractor may retain no more than two record copies of the Project Manual for use during the Work, but at the completion of the Work shall turn over all copies to the Owner as part of the Closeout Documents.

- C. Contractor shall not use nor has permission to use these Instruments of Service on any other project without written permission of the Design Professional.

### 1.3 SUBCONTRACTS

- A. Contractor shall bind every subcontractor to all the applicable terms and conditions of these Contract Documents.

### 1.4 MATERIALS, EQUIPMENT, AND LABOR

- A. Contractor shall provide and pay for all materials, equipment, labor, temporary utilities and facilities and any other incidentals, including material testing, if required, to complete the Work.
- B. Contractor's insurance shall provide coverage for all materials, equipment and facilities placed on the Owner's property.

### 1.5 PERMITS, LAWS, TAXES AND REGULATIONS

- A. Contractor shall secure and pay for all the following charges and fees necessary during the process of the Work:
- B. Construction permits, if required by the Work, are reimbursable with the first Application for Payment.
- C. Will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work.
- D. Will pay all sales, consumer, use, and similar taxes required by law.
- E. Shall be liable for all State and Federal Payroll or Social Security Taxes and Unemployment Compensation Taxes and agrees to hold the Owner harmless in every respect against the same.

### 1.6 USE OF PREMISES

- A. Contractor shall not load nor permit any part of the structure to be loaded with equipment and/or materials that will endanger the structure, nor will he subject any part of the Work to cause stresses or pressures that may endanger it.

### 1.7 AUTHORITY OF THE DESIGN PROFESSIONAL

- A. Design Professional has the right to review any portion of the Work at any time and carry out other duties relative to the project administration of the Work on behalf of the Owner, including, but not limited to the following:
  - 1. Review of product submittals, applications for payment and change orders.
  - 2. Conduct specific inspections to verify conformance with the design including coatings removal, repairs of any type, coatings application and final completion.
  - 3. Design Professional may request his sub-consultant to inspect select portions of the Work for conformance with the design concept or provide special instruction to the Contractor concerning a specific repair.

- B. Design Professional has authority to reject Work that does not conform to the intended design concepts outlined in the Contract Documents.
- C. Design Professional shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Design Professional shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
- D. Design Professional's and Owner Project Manager's decisions on matters relating to aesthetic value will be final if consistent with the intent expressed in the Contract Documents.

#### 1.8 CONTRACTOR'S SUPERVISION

- A. Contractor shall supervise and direct the Work efficiently with his best skill and attention and will be solely responsible for the means, methods and procedures of the construction.
- B. Shall provide skilled and competent personnel to layout and perform the Work as required by the Contract Documents.
- C. Shall use sound judgment in the setting of a dress code and code of conduct for their employees.
- D. Shall monitor the Work at all times during its progress.
- E. All communications to the Design Professional shall be verbal followed by written backup and copied to the Owner Project Manager.
- F. All defective, faulty, unsatisfactory or rejected work shall be replaced by the Contractor at no expense to the Owner.

#### 1.9 WARRANTY

- A. Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be of first quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Manufacturer's standard warranty for products and their use shall be five (5) years from the date of Substantial Completion (90% of monies paid to Contractor) and matched by the Contractor for their labor in preparing the surfaces, installation of repair mortars and joint sealant materials and application of the weather protective coating system.
- B. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

#### 1.10 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon written or verbal notice from the Contractor that the Work is ready for final inspection and acceptance, the Owner Project Manager, Design Professional, Board Member (present on site) and Contractor's Representative will perform an inspection of the finished Work. Any items outstanding or incomplete will be noted on a Punch-list to be corrected by the Contractor. Time limit for this punch-out work is set for a maximum of five (5) working days. Following that period, a second final inspection will be performed to confirm completion of the work. If not satisfactory to the Owner and/or Design Professional, a third inspection may be required which will be paid for by the Contractor.
- B. Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorney's fees.

#### 1.11 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner, Design Professional and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 1.11.
- B. In any and all claims against the Owner or any of its members, agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Should any such claim, damage, loss, or expense be caused in part by a party indemnified hereunder, the extent of indemnification provided for in this Paragraph shall be limited to a maximum of One Million (\$1,000,000.00) per occurrence.

#### 1.12 JOBSITE SAFETY

- A. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the Work along with providing necessary protection to prevent damage, injury or loss to employees, Design Professional, Owner Project Manager, Owner members and guests when on the immediate Project.



### 1.13 ACCESS TO THE WORK

- A. Owner Project Manager and the Design Professional shall have access to the Work at all times provided by the Contractor.
- B. Should any portion of the Work in progress or completed Work be requested to be uncovered by the Owner Project Manager or Design Professional for the purpose of inspection to assess a procedure or a preexisting condition, such Work shall be uncovered and replaced at the Contractor's expense.

### 1.14 INSURANCE

- A. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is to be performed, insurance for protection from claims under workers' compensation acts or other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability as set forth in this article.
- B. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.
- C. Contractor shall provide the following minimum insurance coverage:
  - 1. Worker's Compensation
    - a) each accident: \$500,000.00
    - b) each employee - disease: \$500,000.00
    - c) disease - policy limit: \$500,000.00
  - 2. Automobile Liability - Any Auto:
    - a) combined single limit: \$1,000,000.00
  - 3. Commercial General Liability - Per Occurrence
    - a) per occurrence \$1,000,000.00
    - b) fire damage per fire \$1,000,000.00
    - c) medical expense per person: \$5,000.00
    - d) personal injury: \$1,000,000.00
    - e) general aggregate: \$2,000,000.00
    - f) products: \$2,000,000.00
  - 4. Excess Liability - Per Occurrence
    - a) each occurrence: \$1,000,000.00
    - b) aggregate: \$1,000,000.00

- D. All persons employed in any capacity on the Project shall be covered by Workers' Compensation. (Private entities performing work at the site and exempt from the coverage on account of number of employees or occupation shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project).
- E. If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the Policy Date or Retroactive Date shall predate the Contract. The termination date of the policy or applicable extended reporting period will be no earlier than the termination date of coverage's required to be maintained after the final payment.
- F. If insurance is written on a Comprehensive General Liability policy form, the certificates shall be AIA Document G705, Certificate of Insurance. If insurance is written on a General Liability policy form, ACORD 25S shall be acceptable.
- G. Contractor shall purchase and maintain insurance covering Owner's Contingent Liability for claims which may arise from operations under this Contract.
- H. Contractor shall file a copy of each policy with the Owner before an exposure to loss may occur. The policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

#### 1.15 CORRECTION OF WORK

- A. Contractor shall promptly correct Work rejected by the Design Professional or failing to comply with the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional inspections and compensation for the Design Professional's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### 1.16 TERMINATION OF THE CONTRACT

- A. The Owner may terminate the Contract if the Contractor:
  - 1. Refuses or fails to supply sufficiently skilled workers or proper materials.
  - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and Subcontractors.
  - 3. Disregards laws, ordinances, rules, regulations, or orders of the authority having jurisdiction.
  - 4. Otherwise guilty of substantial breach of a provision of the Contract Documents.
- B. The Owner, upon certification by the Design Professional that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving said Contractor seven days' written notice, terminate the Contract and take possession of the Work and all materials, equipment, tools, construction equipment and machinery thereon provided by the Contractor and may finish the Work by whatever reasonable method the Owner may deem

expedient. Upon request of the Contractor, Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

- C. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 1.16A, Contractor shall not be entitled to receive further payment until the Work is finished.
- D. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, and other damages incurred by Owner and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Owner. The amount to be paid to Contractor or Owner, as the case may be, shall be certified by the Design Professional upon application, and this obligation for payment shall survive termination of the Contract.
- E. Design Professional fails to recommend payment to the Contractor for a period of 30 days through no fault of the Contractor, or if Owner fails to make payment thereon following a period of 30 days, Contractor may, upon seven additional days' written notice to Owner and Design Professional terminate the Contract and recover from Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Work.

#### 1.17 CONTRACT TIME

- A. Contractor shall furnish sufficient labor, equipment, and man hours, including overtime at Contractor's cost as required to complete the Work in accordance with the Contract Documents. Failure to comply may result in termination as stipulated in Article 1.16. It is anticipated by the Owner that the Contractor shall adequately staff the project to meet the contract time limits working continuously within normal working hours as specified in 01 11 00, 1.6 E.
- B. Failure to complete the Work within the time stipulated in the Contract, including any time extensions thereof, may result in substantial injury to the Owner and damages arising from such failure cannot be calculated with any degree of certainty. If the Work is not completed within the time fixed in the Contract, or within such extended time frame, Contractor shall be assessed liquidated damages for his delay in completing the Work for each and every calendar day elapsing between the fixed date of Substantial completion in accordance with the Contract, plus any extensions and the actual Substantial completion date, in the amount of \$350.00 per day. Owner will deduct this money from funds owed to the Contractor by Change Order in the final application for retainage payment.

#### 1.18 LITIGATION

- A. In connection with any litigation arising out of this Contract, the prevailing parties shall be entitled to recover from the other party said prevailing party's reasonable attorneys' fees and other costs for any appellate proceedings.
- B. Venue shall be in the County of Palm Beach, Florida.

PART 2 - PRODUCTS: NOT USED

PART 3 - EXECUTION: NOT USED

END OF SECTION

SECTION 033000  
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 GENERAL

Work of this Section shall conform to requirements of Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections.

1.2 SCOPE

Provide all labor, materials, equipment, services and transportation required to complete all concrete work as shown on Drawings, as specified herein, and as required by the job conditions. This Specification is not intended to address the particular requirements of Architectural Concrete.

1.3 CODES AND STANDARDS

- A. Building Code: Concrete work shall conform to the requirements of the Building Code identified on the Structural General Notes, and OSHA requirements, except where more stringent conditions or criteria occur in the standards referenced below and on the Drawings.
- B. Standards:
  - 1. ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Materials.
  - 2. ACI 301 – Specifications for Structural Concrete.
  - 3. ACI 318 – Building Code Requirements for Structural Concrete and Commentary.
  - 4. American Concrete Institute “Manual of Concrete Practice”, various committee reports as referenced herein.
  - 5. American Society for Testing and Materials "ASTM Standards in Building Codes", various standards as referenced herein.
- C. Definitions:
  - 1. The term “Contract Documents” in this Specification is defined as the design Drawings and the specifications.
  - 2. The term “SEOR” in this Specification is defined as the Structural Engineer of Record for the structure in its final condition.
  - 3. The term “Design Professionals” in this Specification is defined as the Owner’s Architect and SEOR.
  - 4. The term “Contractor” in this Specification is defined to include any of the following: General Contractor and their sub-contractors, Construction Manager, Concrete Contractor and their sub-contractors.

5. The term "Testing Agency" in this Specification is defined as an independent testing and inspection service engaged by the Owner for quality assurance observation and testing of concrete construction in accordance with applicable building code provisions and any additional activities listed in the Contract Documents.
6. The terms "for record" and "submit for record" in this Specification are defined as Contractor submittals that do not require a response from the Design Professionals.
7. Working Days: Monday through Friday, excluding federal or state holidays.

#### 1.4 CONTRACTOR QUALIFICATIONS

- A. The work of this section shall be performed by a company specializing in the type of concrete work required for this Project, with a minimum of 10 years of documented successful experience and shall be performed by skilled workmen thoroughly experienced in the necessary crafts.
- B. Contractor's Testing Agency Services: Required as specified in Division 1, and herein.
- C. Materials and installed work may require testing and retesting at any time during progress of work, as directed by Design Professionals. Tests, including retesting of rejected materials for installed work will be done at Contractor's expense.

#### 1.5 SUBMITTALS

- A. Required Submittals - Where the SUBMITTALS section of this Specification is in conflict with Division 1 Submittals, the more stringent requirements for the Contractor apply. Required submittal items are listed here; see below for detailed requirements.

##### (1) Mix Designs

2. Mix Designs: Submit concrete mix designs for each type and strength of concrete required for this Project at least thirty (30) days before placing concrete.
  - a) Mix designs shall be prepared or reviewed by an approved independent Testing Agency retained by the Contractor in accordance with requirements of ACI 301 and ACI 318, signed by a registered Design Professional licensed to practice as a Professional Engineer in the state where the project is located, and shall be coordinated with design requirements and Contract Documents.
  - b) Before submitting to Owner's Testing Agency, submit complete mix design data for each separate mix to be used on the Project in a single submittal.
  - c) Provide a completed "Concrete Mix Design Submittal Form" (attached to the end of this Specification Section) for each proposed concrete mix.

- d) Data shall be from the same production facility that will be used for this Project.
- e) Mix Design data shall include but not be limited to the following:
  - i. Locations on the Project where each mix design is to be used corresponding to Structural General Notes on the Drawings.
  - ii. Design Compressive Strength: As indicated on the Drawings.
  - iii. Proportions: ACI 301 and ACI 318.
  - iv. Gradation and quality of each type of ingredient including fresh (wet) unit weight, aggregates sieve analysis.
  - v. Water/cementitious material ratio.
  - vi. Evaluate and classify fly ash in accordance with ASTM D 5759.
  - vii. Report chemical analysis of fly ash in accordance with ASTM C 618.
  - viii. Classify blast furnace slag in accordance with ASTM C 989.
  - ix. Slump: ASTM C 143.
  - x. Certification and test results of the total water soluble chloride ion content of the design mix - AASHTO T260 or ASTM C 1218.
  - xi. Air content of freshly mixed concrete by the pressure method, ASTM C 231, or the volumetric method, ASTM C 173.
  - xii. Unit Weight of Concrete: ASTM C 138.
  - xiii. Design strength at 28, 56 or 90 days, as indicated on Contract Documents: ASTM C 39.
    - (1) Document strength based on basis of previous field experience or trial mixtures per ACI 301. Proportioning by Water-Cement Ratio is not permitted.
    - (2) Submit strength test records, mix design materials, conditions, and proportions for concrete used for record of tests, standard deviation calculation, and determination of required average compressive strength.
    - (3) If early concrete strengths are required, Contractor shall submit trial mixture results as required.
  - xiv. Test records to support proposed mixtures shall be no more than 24 months old and use current cement and aggregate sources. Test records to establish standard deviation may be older if necessary to have the required number of samples.
  - xv. Manufacturer's product data for each type of admixture.
  - xvi. Manufacturer's certification that all admixtures used are compatible with each other.

- xvii. All information indicating compliance with Contract Documents including method of placement and method of curing.
- xviii. Normalweight Concrete: Density per ASTM C 138. Design the mix to produce the strength, modulus of elasticity and density as indicated on the Contract Documents.
- xix. Certification from a qualified testing agency indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity in accordance with ASTM C 33

B. Submittal Process

- 1. Submittal of shop drawings and other submittals by the Contractor shall constitute Contractor's representation that the Contractor has verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each drawing with other Drawings and other trades. The Contractor shall place their shop drawing stamp on all submittals confirming the above.
- 2. The Contractor shall allow at least ten (10) working days between receipt and release by the SER for the review of shop drawings and submittals.
- 3. All modifications or revisions to submittals and shop drawings must be clouded, with an appropriate revision number clearly indicated. The following shall automatically be considered cause for rejection of the modification or revision whether or not the drawing has been approved by the Design Professionals:
  - a) Failure to specifically cloud modifications
  - b) Unapproved revisions to previous submittals
  - c) Unapproved departure from Contract Documents
- 4. Resubmittals: Completely address previous comments prior to resubmitting a drawing. Resubmit only those drawings that require resubmittal. Do not include new content not previously reviewed.
- 5. Resubmittals Compensation: The Contractor shall compensate the Design Professionals for submittals that must be reviewed more than twice due to Contractors' errors. The Contractor shall compensate the Design Professionals at standard billing rates plus out-of-pocket expenses incurred at cost + 10%.

C. SEOR Submittal Review

- 1. The Design Professionals' review and approval of shop drawings and other submittals shall be for general conformance with the design intent of the work and with the information given in the Contract Documents only and will not in any way relieve the Contractor or the Contractor's Engineer from:
  - a) Conforming to the Contract Documents.
  - b) Coordination with other trades.
  - c) Responsibility for all required detailing and proper fitting of construction work.



- d) The necessity of furnishing material and workmanship required by Drawings and Specifications which may not be indicated on the shop drawings.
- e) Control or charge of construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work.

D. Substitution Request

- 1. Requests for any departure from Contract Documents must be submitted in writing by the Contractor and accepted in writing by the Design Professionals, prior to receipt of submittals.
- 2. All substitutions must be requested using the structural substitution request form included at the end of this section. Acceptance using the structural substitution request form indicates acceptability of the structural concept only. Contractor must submit shop drawings reflecting accepted substitutions for review in accordance with this Specification. The structural substitution request form, even if accepted, does not constitute a change order.
- 3. Accepted substitutions or modifications shall be coordinated and incorporated in the work at the sole expense of the Contractor.
- 4. The acceptance by the Design Professionals of a specific and isolated request by the Contractor to deviate from these requirements does not constitute a waiving of that requirement for other elements of, or locations in the project, unless specifically addressed as such and permitted by the Design Professionals in writing.
- 5. Compensation for Additional Services: Should additional work by Design Professionals such as design, drafting, meetings and/or visits be required which are necessitated for the review and/or incorporation of the Contractor-requested substitution, including indirect effects on other portions of the work, the Contractor is responsible for paying for additional work performed by the Design Professionals at the standard billing rates plus out-of-pocket expenses incurred at cost + 10%. Additional costs for testing and inspection by the Owner shall also be compensated by the Contractor.
- 6. Contractor is responsible for means and methods and any impacts on other portions of the work that may arise from this substitution.

E. Request for Information (RFI)

- 1. RFIs shall be submitted by the Contractor. RFIs submitted by other entities will be returned with no response.
- 2. Limit RFI to one subject.
- 3. Submit RFI immediately upon discovery of the need for interpretation or clarification of the Contract Documents. Submit RFI within timeframe so as not to delay the Construction Schedule while allowing the full response time described below.
- 4. The response time for answering an RFI depends on the category in which it is assigned.

- a) Upon receipt by the SER, each RFI will be assigned to one of the following categories:
  - i. No cost clarification
  - ii. Shown in Contract Documents
  - iii. Change to be issued in future document revision
  - iv. Previously answered
  - v. Information needs to be provided by others.
  - vi. Request for corrective field work
  - vii. Request for substitution
- b) RFIs in categories 1, 2, 3, 4 and 5 will be turned around by the SER on average of five (5) working days.
- c) RFIs in categories 6 and 7 will be rejected and must be submitted as submittals or requests for substitution.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with General Conditions and Division 1.
- B. Storage:
  - 1. Store materials in accordance with ACI 304R.
  - 2. Store cement in weather-tight buildings, bins or silos that will exclude moisture and contaminants.
  - 3. Store admixtures to avoid contamination, evaporation, damage, and in accordance with manufacturer's temperature and other recommendations.
  - 4. Keep packaged material in original containers with seals unbroken and labels intact until time of use.
- C. Handling:
  - 1. Handle fine and coarse aggregates as separate ingredients.
  - 2. Arrange aggregate stockpiles to avoid excessive segregation, and prevent contamination with other materials or with other sizes of like aggregates.
  - 3. Do not use frozen or partially frozen aggregates.
  - 4. Allow sand to drain until it has reached relatively uniform moisture content before use.
  - 5. Protect liquid admixtures from freezing and temperature changes that would adversely affect characteristics, and in accordance with manufacturer's recommendations.

## 1.7 QUALITY CONTROL BY CONTRACTOR

- A. The Contractor shall provide a program of quality control to ensure that the minimum standards specified herein are attained.
- B. The Owner's general review during construction and activities of the Owner's Testing Agency are undertaken to inform the Owner of performance by the

Contractor but shall in no way replace or augment the Contractor's quality control program or relieve the Contractor of total responsibility for quality control.

- C. The Contractor shall immediately report to the Design Professionals any deficiencies in the work which are departures from the Contract Documents. The Contractor shall propose corrective actions and their recommendations in writing and submit them for review by the Design Professionals. After proposed corrective action is accepted by the Design Professionals and Owner, the Contractor shall correct the deficiency at no cost to the Owner.
- D. Where SCC is used, the Ready Mix Producer shall have a Quality Control Representative on site during placements until mix consistency and stability is established.

#### 1.8 OBSERVATIONS AND CORRECTIONS BY DESIGN PROFESSIONALS

- A. Review: The Design Professionals will observe the construction for general compliance with the provisions of the Contract Documents during various phases of construction.
- B. Compensation for Additional Services: Should additional work by Design Professionals such as design, drafting, meetings and/or visits be required which are necessitated by failure of the Contractor to perform the work in accordance with the Contract Documents, the Contractor is responsible for paying for additional work performed by the Design Professionals at their standard firm-wide billing rates plus out-of-pocket expenses incurred at cost + 10%. Additional costs for testing and inspection by the Owner shall also be compensated by the Contractor.

#### 1.9 PERMITS AND WARRANTY

- A. Permits: The Contractor shall apply for, procure, renew, maintain, and pay for all permits required by City, State, or other governing authorities, necessary to execute work under this Contract. Contractor shall furnish copies of all permits to the Owner and Design Professionals.
- B. Warranty: Comply with General Conditions, agreeing to repair or replace specified materials or Work that has failed within the warranty period. Failures include but are not limited to the following:
  - 1. Oily, waxy or loose residue which may interfere with the bonding or discoloration of various applied Architectural finish materials.
  - 2. Discoloration of concrete surfaces scheduled to remain exposed as a finish.
  - 3. Areas which show surface failure or defects.
  - 4. Areas which puddle water.
  - 5. Areas which are not properly prepared to receive Architectural finish materials. If necessary, the Contractor, at his own expense, shall have the Owner's Testing Agency perform appropriate tests for bond and discoloration.
  - 6. Patches that become crazed, cracked or sound hollow when tapped.

7. Self-leveling concrete topping that has cracked, spalled and/or not performed in accordance with manufacturer's design criteria.

## PART 2 - PRODUCTS

### 2.1 CONCRETE MATERIALS & PRODUCTION

#### A. Portland Cement:

1. ASTM C150, Type I or Type II
2. ASTM C150, Type III, High-early Strength Portland Cement may be used subject to review and approval of Structural Engineer. The specified 28-day concrete compressive strength shall occur within 7 days for concrete using Type III Portland Cement.
3. Provide the same brand of Portland from a single source throughout the project, as required to meet Design Professionals' requirements.

#### B. Aggregates for Normalweight Concrete:

1. ASTM C 33
2. Fine Aggregate: Natural sand, or sand prepared from stone or gravel, clean, hard, durable, uncoated and free from silt, loam and clay.
3. The acceptability of aggregates for the work will depend on proof that their potential alkali reactivity is not deleterious to the concrete.
4. Do not use fine or coarse aggregates that contain substances that cause spalling.
5. Maximum coarse aggregate size shall conform to the requirements as specified in ACI 301 but shall not exceed the following:

Size no. 57 (25mm max) for footings, drilled piers and caissons

6. Contractor shall furnish concrete with maximum 3/8" (10mm) aggregate at no additional cost to the Owner if areas of high reinforcement density require it for placement and consolidation.

#### C. Water: ASTM C 94. Clean, and free from injurious amounts of oil, acids, alkali, salts, organic material, or other deleterious materials.

#### D. Supplementary Cementitious Material

1. Fly Ash:
  - a) ASTM C 618, Class C or Class F.
  - b) Shall not be used unless part of an approved mix design.
  - c) Limit Loss on Ignition to 2.5%
2. Ground Granulated Blast-furnace Slag (GGBFS)
  - a) ASTM C 989.
  - b) Shall not be used unless part of an approved mix design.
3. Silica Fume (Microsilica):

- a) ASTM C 1240
  - b) Acceptable Product: W. R. Grace "Force 10,000 D"
  - c) Acceptable Product: Euclid Chemical Company "Eucon MSA"
  - d) Acceptable Product: BASF "MasterLife SF 100"
  - e) Acceptable Product: Sika Corporation "Sikacrete 950 DP"
- 4. For concrete subject to Exposure Class F3 conditions as defined in ACI 318, Table 4.2.1, limit the maximum content of supplementary cementitious materials to values shown in ACI 318, Table 4.4.1.
  - 5. The exact percentages used shall be based on successful test placement on site. Resubmit mix design if percentages change based on test placement.
  - 6. The fly ash or natural pozzolan supplier shall have an effective quality control program in place to guard against contamination of the fly ash and assure compliance with Specifications.
  - 7. Fly ash and GGBFS used shall be from one source throughout the project. Substitution of sources will be acceptable only if testing of concrete mixes containing the substituted material show similar test results and if the color of concrete produced with the substituted material matches the color of previously poured concrete to the satisfaction of the Architect.

E. Ready Mixed Concrete:

- 1. Shall be batch-mixed and transported in accordance with ASTM C 94.

## 2.2 CONCRETE MIX DESIGN

A. Concrete Strength:

- 1. Shall be as indicated on the Structural Drawings

B. Concrete Density (Unit Weight):

- 1. Shall be as indicated on the Structural Drawings

C. Air Entrainment

- 1. For concrete exposed to freeze/thaw cycles and/or deicing chemicals (Exposure Classes F1, F2, F3), and concrete intended to be watertight, provide entrained air content of  $6\% \pm 1.5\%$ , unless specified otherwise. This includes, but is not limited to, concrete at the following locations:
  - a) Concrete at the exterior of the structure with at least one surface exposed to weather, such as exterior face of grade beams, foundation walls, exterior walls and parapets, exposed columns and spandrel beams. .
  - b) Concrete in parking garages.
  - c) Ramps and loading docks.
  - d) Balconies and terraces with no waterproof membrane.

2. For lightweight concrete less than 120 pcf (19 kN/m<sup>3</sup>) density, air content may be up to 7% regardless of exposure condition.
3. For concrete with a specified compressive strength ( $f'_c$ ) greater than 5000 psi (35MPa), required air content may be reduced to 5%  $\pm$  1.5%.
4. Entrained air content noted above shall occur at point of delivery.
5. No entrained air content is required in concrete placed in the foundation with no surface exposed to weather.
6. All interior steel trowel finished, normal weight slabs shall have a maximum air content of 3%.

D. Water-Cementitious Materials (W/cm) Ratio for Normalweight Concrete

1. Unless lower limits are stated in the Contract Documents, all concrete exposed to freezing and thawing in moist condition (Exposure Classes F1 and F2) and/or required to be watertight shall have a maximum W/cm ratio of 0.45 and a minimum  $f'_c=4500$  psi .
2. All concrete exposed to deicing salts, brackish water seawater or spray from these sources (Exposure Class F3) shall have a maximum W/cm ratio of 0.40 and a minimum  $f'_c=4500$  psi.
3. Absent the above conditions, all concrete with required strength of 4000 psi (28MPa) or higher shall have a maximum W/cm ratio of 0.50.
4. The water-cementitious materials ratio shall not exceed values indicated, including any water added to meet specified slump in accordance with the requirements of ASTM C 94.
5. Weight of fly ash or pozzolanic admixtures shall be included with the weight of cementitious materials used to determine the water-cementitious materials ratio.

E. Slump

1. Concrete design mixes shall be proportioned to meet the following slump limitations. Slump should be measured as described in the Owner's testing agency responsibilities:
  - a) Concrete with high range water-reducing admixture: Concrete slump prior to addition of high range water-reducing admixture shall not exceed 3" (75mm) for normal weight concrete and 4" (100mm) for lightweight concrete. After addition of water-reducing admixture, the concrete shall have a maximum slump of 9" (225mm) unless otherwise approved by the SER.
  - b) Concrete without a water-reducing admixture: Slump shall not exceed 4".

F. Chloride Ion Content

1. The total water-soluble chloride ion content of the mix including all constituents shall not exceed the limits defined in ACI 318 4.3 unless corrosion inhibiting admixtures are added to the mixture to offset the additional chloride.
2. If the specified level of water-soluble chloride ion content cannot be maintained, appropriate level of corrosion inhibiting admixture shall be

added to the mix in accordance with the manufacturer's recommendation to offset the excess amount of chloride at no additional cost to the Owner.

## 2.3 ADMIXTURES

### A. General:

1. Admixtures specified below can be used only when established in the mix design with Design Professionals' prior written approval.
2. Each admixture approved by Design Professionals shall be used in strict compliance with manufacturer's published instructions.
3. Concrete supplier shall certify all admixtures to be compatible with each other. (See Submittals Section in Part 1)

### B. Air Entraining Admixture:

1. ASTM C 260
2. Acceptable Product: BASF "MasterAir AE 200" or "MasterAir -AE 90"
3. Acceptable Product: W. R. Grace "Darex Series" or "Daravair Series"
4. Acceptable Product: Euclid Chemical Company "AEA -92 or Air 40"
5. Acceptable Product: Sika Corporation "Sika Air Series" or "Sika AEA Series"

### C. Water-Reducing Admixture:

1. ASTM C 494, Type A
2. Acceptable Product: BASF "MasterPozzoloth 210"
3. Acceptable Product: Euclid Chemical Company "EUCON NW" or "EUCON WR 91"
4. Acceptable Product: W. R. Grace "WRDA' Series, Zyla Series or "Mira" Series
5. Acceptable Product: Sika Corporation "Plastocrete Series"

### D. Retarding Admixture:

1. ASTM C 494, Type B
2. Acceptable Product: BASF "Masterset R 100"
3. Acceptable Product: Euclid Chemical Company "EUCON RETARDER 100"
4. Acceptable Product: W. R. Grace "Daratard 17"
5. Acceptable Product: Sika Corporation "Plastiment Series"

### E. Non Corrosive Accelerating Admixture:

1. ASTM C 494, Type C
2. Acceptable Product: BASF "POZZUTEC 20" or "Masterset NC 534"
3. Acceptable Product: Euclid Chemical Company "ACCELGUARD 80", "ACCELGUARD NCA" or "ACCELGUARD 90"
4. Acceptable Product: W. R. Grace "Daraset" Series, "Polarset", or "DCI"
5. Acceptable Product: Sika Corporation "Sikaset NC" or "Plastocrete 161 FL" or "Sika Rapid-1"

- F. Water-Reducing and Retarding Admixture:
1. ASTM C 494, Type D
  2. Acceptable Product: BASF "Masterset R 100"
  3. Acceptable Product: Euclid Chemical Company "EUCON RETARDER 75" or "EUCON DS"
  4. Acceptable Product: W. R. Grace "Daratard 17" or "Recovery Series"
  5. Acceptable Product: Sika Corporation "Plastiment Series"
- G. Water-Reducing and Accelerating Admixture:
1. ASTM C 494, Type E
  2. Acceptable Product: BASF "Masterset FP 20"
  3. Acceptable Product: Euclid Chemical Company "ACCELGUARD 80" or "ACCELGUARD 90"
  4. Acceptable Product: W. R. Grace "Libricon NCA"
  5. Acceptable Product: Sika Corporation "Sikaset NC" or "Plastocrete 161 FL"
- H. Mid-Range Water-Reducing Admixture:
1. ASTM C 494, Type A
  2. Acceptable Product: BASF "MasterPolyheed Series"
  3. Acceptable Product: W. R. Grace "Daracem" or "Mira"
  4. Acceptable Product: Sika Corporation "Sikaplast Series" or "Sikament Series"
  5. Acceptable Product: Euclid Chemical Company: "Eucon MR" or "Eucon MRX"
- I. High-Range Water-Reducing Admixture:
1. ASTM C 494, Type F
  2. Acceptable Product: BASF "PS 1466" or "MasterGlenium Series"
  3. Acceptable Product: Euclid Chemical Company "EUCON 37" or "PLASTOL SERIES"
  4. Acceptable Product: W. R. Grace "Daracem" or "ADVA" Series
  5. Acceptable Product: Sika Corporation "Viscocrete Series" or "Sikament Series"
- J. High-Range Water-Reducing and Retarding Admixture:
1. ASTM C 494, Type G
  2. Acceptable Product: Euclid Chemical Company "EUCON 537"
  3. Acceptable Product: W. R. Grace "Daracem Series" or "Adva Series"
  - 4.
- K. Viscosity Modifying Admixture (VMA) for Self-Consolidating Concrete (SCC):
1. Acceptable Product: BASF "MasterMatrix VMA Series"
  2. Acceptable Product: W.R. Grace "V-MAR3"
  3. Acceptable Product: Euclid Chemical Company "EUCON ABS" or "EUCON WO" or "Visctrol"



4. Acceptable Product: Sika Corporation "Sika Stabilizer Series"
- L. Corrosion Inhibiting Admixtures:
1. Calcium Nitrite Based: ASTM C 494, Type C, 30% + 2% solution
    - a) Acceptable Product: W.R. Grace "DCI or DCI-S"
    - b) Acceptable Product: Euclid Chemical Company "EUCON CIA"
    - c) Acceptable Product: Sika Corporation "Sika CNI"
  2. Amine Carboxylate Based: ASTM C 1582, which includes ASTM C-494 amine carboxylate
    - a) Acceptable Product: Cortec Corporation "MCI 2005", "MCI 2005 NS", "MCI 2006" or "MCI 2006 NS"
  3. Amino Alcohol Based:
    - a) Acceptable Product: Sika Corporation "Sika FerroGard 901"
- M. Shrinkage Reducing Admixtures:
1. ASTM C 157
  2. Acceptable Product: W.R. Grace "Eclipse 4500" (for use with air-entrained concrete exposed to freeze/thaw), or "Eclipse Floor 200"
  3. Acceptable Product: Euclid Chemical Company "EUCON SRA" or "Conex"

## 2.4 MISCELLANEOUS CONCRETE PRODUCTS

- A. Nonshrink Grout
1. Provide pre-packaged natural aggregate grout, high-precision, nonshrink, ready-to-use, complying with the following requirements:
    - a) See General Notes for grout minimum compressive strength.
    - b) Grout shall conform to ASTM C 1107
  2. All material used including water, mixer and pre-packaged grout must be initially at the 45°F (7°C) and 90°F (32°C ) limits when testing is initiated.
  3. Acceptable Product: BASF "MASTERFLOW 928"
  4. Acceptable Product: Euclid Chemical Company "HI-FLOW GROUT"
  5. Acceptable Product: Five Star Products "Five Star Grout"
  6. Acceptable Product: Sika Corporation "Sikagrout 328"

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Subgrade:

1. Dampen subgrades not covered with membrane by sprinkling immediately before placing concrete.
    - a) Omit when subgrade is already damp.
  2. Do not place on water-saturated subgrade unless placing can be done without damage to subgrade (surface is stable) and loading the subgrade does not drive free water to the surface.
  3. Do not place concrete on frozen ground.
- B. Forms:
1. Coordinate with Section 031000 Concrete Formwork.
  2. Remove dirt, sawdust, nails and other foreign material from formed space.
  3. Dampen wood forms by sprinkling immediately before placing.
  4. Cool metal forms by sprinkling immediately before placing.

### 3.2 MIXING

- A. Measurement of Materials: Conforming to ASTM C 94
- B. Mixing: All concrete shall be ready-mixed conforming to ASTM C 94 except as follows:
1. Provide concrete materials, proportions and properties as herein specified in lieu of ASTM C 94.
  2. Water, beyond that required by the mix design, shall not be added at the Project site. Addition of water at the Project site shall be made only in the presence of the Owner's Testing Agency.
  3. Furnish delivery ticket with each load of concrete delivered to the site to the Contractor conforming to the requirements of ASTM C 94.
- C. High range water reducing agents (superplasticizer), if added at the batch plant, may be added again at the Project site.
1. If superplasticizers are added at the batch plant, the concrete mix design must account for the delivery time, workability, finishability, and setting time required on the jobsite for proper placing and finishing procedures.
  2. If the superplasticizer is redosed at the jobsite in air entrained concrete, air content must be checked after mixing.
- D. Discharge of the concrete shall be completed within 1-1/2 hours or before the drum has revolved 300 revolutions, whichever comes first, after the introduction of the mixing water to the cement and aggregates or the introduction of the cement to the aggregates.

### 3.3 CONCRETE PLACEMENT

- A. Prior to Concrete Placement:
1. Mechanical vibrators are required and must be available for placing concrete.

2. Remove debris from space to be occupied with concrete.
3. Notify Design Professionals and Owner's Testing Agency 48 hours prior to starting concrete placement.
4. Approved mix designs must be maintained on file in Contractor's Field Office.
5. Reinforcement and accessories shall be in proper locations, clean, free of loose scale, dirt or other foreign coatings that may reduce bond to concrete, and in accordance with Section 032000 and Drawings.
6. Fog spray forms, reinforcing steel, and subgrade just before pouring concrete.
7. Do not place concrete having a slump outside of allowable slump range.
8. Place concrete before initial set has occurred, but in no event after it has been discharged from the mixer more than 30 minutes. All concrete shall be placed upon clean, damp surfaces, free from puddled water, or upon properly consolidated fills. Placement upon soft mud or dry earth is not permitted.
9. Unless adequate protection is provided, concrete shall not be placed during rain.
10. Rain water shall not be allowed to increase mixing water or to damage the surface finish.
11. At surfaces left exposed to view, do not use equipment in placing and finishing concrete that contain aluminum in the finishing edges that come in contact with the concrete surface.
12. Keep subgrade moisture uniform without puddles or dry areas.
13. Place vapor retarder directly below slabs on grade as specified in Contract Documents.

B. For Conduits and Pipes Embedded in Concrete:

1. For concrete slab, wall, beam or column, conform to requirements of ACI 318, Chapter 6. For variations from these requirements, submit a written request for Design Professionals' review and response.
2. Conduits and pipes shall not be embedded in concrete slabs on steel deck without approval of Design Professional.
3. Provide sleeves for pipes passing vertically through concrete.
4. Do not embed aluminum materials.
5. Do not cut, bend or displace the reinforcement to facilitate placement of embedded pipes and conduits.

C. Pumping: Pumping shall be done in strict accordance with ACI 304.2R.

D. Placing Concrete in Forms:

1. Clean and prepare forms as specified in Section 031000/Concrete Formwork.
2. Place concrete continuously without interruption between predetermined construction and contraction joints in walls.
3. Deposit concrete in forms in horizontal layers no deeper than 24" (600mm) and in a manner to avoid inclined construction joints.
4. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

5. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping.
  - a) Use equipment and procedures for consolidation of concrete in accordance with ACI 309R.
6. Do not use vibrators to move fresh concrete laterally inside forms from discharge point; shift discharge point as needed.
7. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine.
8. Place vibrators to rapidly penetrate placed layer and at least 6" (150mm) into preceding layer.
9. Do not insert vibrators into lower layers of concrete that have begun to set.
10. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

E. Cold-Weather Placement:

1. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306R and as specified in this section.
2. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C), at point of placement.
3. Do not use frozen materials or materials containing ice or snow.
  - a) Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
4. Remove frost, snow and ice from forms, reinforcement and other embedments immediately prior to concrete placement.
5. Use only the specified non-corrosive accelerating admixture previously approved as part of the cold weather mixture. Addition of calcium chloride, salt, thiocyanates or admixtures containing more than 0.05 percent chloride ions is not permitted.

F. Hot-Weather Placement:

1. Hot weather is defined as air temperature which exceeds 90°F (32°C) or any combination of high temperature, low humidity and/or high wind velocity which causes a rate of evaporation in excess of 0.2 pounds per square feet per hour (1.0 kg/m<sup>2</sup> per hour) as determined by ACI 305R.
2. When hot weather conditions exist that would impair quality and strength of concrete, place concrete in compliance with ACI 305R and as specified in this section.
3. Cool ingredients before mixing to maintain concrete temperature at time of placement below **90°F (32°C)**.

4. Mixing water may be chilled, or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water.
5. Use of liquid nitrogen to cool concrete is Contractor's option.
6. When concrete placement will occur late in the day and reinforcing steel will be heated by the sun, cover reinforcing steel with water-soaked burlap so that steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
7. When concrete operations must be performed in direct sun, wind, high temperatures, low relative humidity, or other adverse placing conditions, the specified evaporation retarder shall be applied one or more times during the finishing operation to prevent plastic cracking.

### 3.4 CURING AND PROTECTION

#### A. Normal Conditions:

1. Protect concrete from premature drying, excessive hot or cold temperature, and damage.
2. Concrete shall be kept continuously moist and above 50°F (10°C) for seven days (ASTM C 150 Type I cement) or for 10 days (ASTM C 150 Type II cement). High early strength concrete usage shall be maintained over 50°F (10°C) for three days.
3. Concrete and concrete patching materials shall be cured according to manufacturers published recommendations.
4. Begin curing as soon as free water has disappeared from concrete surface and finishing has been completed.
5. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.
  - a) Apply curing compound on exposed interior slabs and on exterior slabs, walks, and curbs as follows:
    - i. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared).
    - ii. Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions.
    - iii. Recoat areas subjected to heavy rainfall within 3 hours after initial application.
    - iv. Maintain continuity of coating and repair damage during curing period.
    - v. Use curing and sealing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.
    - vi. Floors to receive covering shall be cleaned thoroughly using a power scrubber and industrial strength detergent.
    - vii. Hand-brooming and sweeping is not sufficient.

- viii. Strippable curing compound may be used in lieu of a moist curing method when approved by the Design Professionals.
  - b) Provide moist curing by the following methods:
    - i. Keep concrete surface continuously wet by covering with water.
    - ii. Use continuous water-fog spray.
    - iii. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4" (100mm) lap over adjacent absorptive covers.
  - c) Provide moisture-retaining cover curing as follows:
    - i. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" (75mm) and sealed by waterproof tape or adhesive.
      - (1) Immediately repair any holes or tears during curing period using cover material and waterproof tape
- 6. Cure slabs on grade, concrete toppings, concrete pour strips, supported slabs, walls and columns, not subject to conditions of hot or cold weather concreting, in accordance with ACI 308.
- 7. Cure surfaces exposed to deicing salts, brackish water, etc., such as loading dock slabs, parking garage slabs and ramps in accordance with ACI 308 recommendations for moist curing.
- 8. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by leaving forms in place for the full curing period (equivalent to moist curing).
  - a) If forms are removed prior to completion of full curing period, continue curing by methods specified above for Unformed Surfaces, as applicable.

**B. Cold-Weather Protection:**

- 1. When concrete is placed under conditions of cold weather concreting (defined as a period when the mean daily temperature drops below 40°F (4°C) for more than 3 successive days), take additional precautions as specified in ACI 306R when placing, curing, monitoring and protecting the fresh concrete.

**C. Hot-Weather Protection:**

- 1. When concrete is placed under conditions of hot weather concreting, provide extra protection of the concrete against excessive placement

temperatures and excessive drying throughout the placing and curing operations with an evaporation retarder.

- a) Apply according to manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- 2. Hot weather curing is required if hot weather conditions occur within a 24-hour period after completion of concrete placement.
- D. Floor surfaces, wherever indicated by weather conditions, shall be sprinkled during the interval between finishing operation and the start of curing to positively ensure against the possibility of surface drying.

### 3.5 CONCRETE REPAIRS

- A. Perform patching and repairs in accordance with ACI 301.
- B. Contractor shall submit patching and repair methods and materials for review by Design Professionals.
- C. When complete, all patches and repairs shall match color and texture of adjoining surfaces.
- D. At surfaces that are exposed to view, prepare test areas at inconspicuous locations for review by Design Professionals to verify repair color and texture match before proceeding with repair.
- E. Apply all patching and repair materials in accordance with manufacturer's specifications.
- F. Repairing Cracks In Formed and Unformed Surfaces:
  - 1. Contractor shall notify Design Professionals of all cracks wider than 0.02" (0.50mm) and all cracks wider than 0.01" (0.25mm) that occur in a group of at least three cracks within twelve inches (300mm), in concrete. If Design Professionals deem repairs necessary, Contractor shall be responsible for repairing all such cracks per Design Professionals recommendation at no expense to the Owner. Repairs will generally require one or more of the following: Epoxy Injection, Semi-Rigid Epoxy, Pressure Injected Foam Resin, Methyl Methacrylate and/or Sealant with joint routed and cleaned. See Concrete Repair Materials section of this Specification for acceptable products
- G. Repairing Formed Surfaces
  - 1. Immediately after stripping forms, patch all honeycombing, defective joints, voids, etc. before the concrete is thoroughly dry.
  - 2. Remove all burrs, fins, and ridges before the concrete is thoroughly dry.
  - 3. Remove stains from rust, grease and oils, from release agents, etc.
  - 4. Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of the Design Professionals.

- a) Surface defects, include color and texture irregularities, cracks as defined above, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
    - b) Chip away defective areas, honeycomb, rock pockets, voids over 1/4" (6mm) in any dimension and holes left by tie rods and bolts, down to solid concrete but in no case to a depth less than 1" (25mm) and saw-cut edges to prevent feather edging of fill material.
  - 5. Repair concealed formed surfaces, where possible, containing defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
  - 6. Clean out form tie holes and fill with dry pack mortar or precast cone plugs secured in place with bonding agent.
  - 7. If honeycombing exposes reinforcement, chip to provide clear space at least 3/4" (20mm) wide all around steel to allow proper bond.
- H. Repairing Unformed Surfaces:
- 1. High and Low areas in concrete surfaces which are in excess of specified tolerances shall be leveled or ground-smooth.
    - a) Correct high areas by grinding after concrete has cured at least 14 days.
    - b) Correct low areas by applying leveling material. Finish leveling material as specified in this section.
  - 2. Repair surfaces containing defects that affect durability of concrete.
    - a) Surface defects include crazing, cracks as defined above, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
  - 3. Repair defective areas, except random cracks and single holes not exceeding 1" (25mm) in diameter, by cutting out and replacing with fresh concrete.
    - a) Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4" (20mm) clearance all around.
- I. Filling In: Fill in holes and openings left in concrete for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place.

### 3.6 EVALUATION AND ACCEPTANCE OF CONCRETE

- A. In accordance with ACI 301, except where otherwise specified.
- B. If, at any time during construction, the concrete resulting from the approved mix design deviates from Specification requirements for any reason, such as lack of workability, or insufficient strength, the Contractor shall have his laboratory verify



the deficiency and modify the mix design, until the specified concrete is obtained. Modified mix to be submitted for approval per Part 1 - SUBMITTALS.

### 3.7 COORDINATION & CORRECTIVE MEASURES

- A. Conflicts: The Contractor shall be solely responsible for errors of detailing, fabrication, and placement of reinforcement steel; placement of inserts and other embedded items; and the structural adequacy of all formwork.
- B. Reimbursement for Additional Services: Should additional work and/or visits be required which are necessitated by failure of the Contractor to perform his work in accordance with the Contract Documents, or if additional design or drafting time is required for corrective measures caused by failure to perform in accordance with the Contract Documents, the Contractor shall reimburse the Architect and Engineer at the rate of direct personnel expense plus 150% overhead plus out-of-pocket traveling expenses incurred.

END OF SECTION

SECTION 051200  
STRUCTURAL STEEL

PART 1 - GENERAL

1.1 GENERAL

- A. Work of this Section shall conform to requirements of Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections.

1.2 SCOPE

- A. The work covered by this Section shall include all labor, material, equipment, permits, engineering and other services necessary for the fabrication and installation of structural steel and related work, complete, in accordance with the Drawings and as specified herein.

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. Concrete Section 03 30 00

1.4 CODES AND STANDARDS

- A. Building Code: Structural steel work shall conform to the requirements of the Building Code identified on the Structural General Notes, and OSHA requirements, except where more stringent conditions or criteria occur in the standards referenced below and on the Drawings.
- B. Standards:
  - 1. American Institute of Steel Construction (ANSI/AISC 360) Specification for Structural Steel Buildings.
  - 2. American Institute of Steel Construction (AISC 303), Code of Standard Practice.
  - 3. American Welding Society, AWS D1.1, Structural Welding Code - Steel.
  - 4. American Society for Testing and Materials "ASTM Standards in Building Codes", various standards as referenced herein.
  - 5. The Society for Protective Coatings (formerly Steel Structures Painting Council, "SSPC") Steel Structures Painting Manual.
- C. Definitions:
  - 1. The term "Contract Documents" in this Specification is defined as the design Drawings and the Specifications.
  - 2. The term "SEOR" in this Specification is defined as the Structural Engineer of Record for the structure in its final condition.
  - 3. The term "Design Professionals" in this Specification is defined as the Owner's Architect and SEOR.

4. The term "Contractor" in this Specification is defined to include any of the following: General Contractor and their sub-contractors, Construction Manager, Structural Steel Fabricator or Structural Steel Erector.
5. The term "Testing Agency" in this Specification is defined as an independent testing and inspection service engaged by the Owner for quality assurance observation and testing of steel construction in accordance with applicable building code provisions and any additional activities listed in the Contract Documents.
6. The terms "for record" and "submit for record" in this Specification are defined as Contractor submittals that do not require a response from the Design Professionals.
7. Working Days: Monday through Friday, except for federal or state holidays.

## 1.5 CONTRACTOR QUALIFICATIONS

- A. The term Structural Steel Contractor refers to any or all of the following parties, regardless of their contractual relationships: Structural Steel Fabricator, Structural Steel Detailer, Structural Steel Erector and Contractor's Engineer.
- B. Qualification Data: Submit qualification data (personnel and firm resumes, and project lists with references) for the Structural Steel Fabricator ("Fabricator"), Structural Steel Detailer ("Detailer"), Contractor's Engineer(s) and Structural Steel Erector ("Erector").
- C. The Fabricator shall have 10 years of comparable experience in installations of this type and shall employ labor and supervisory personnel familiar with the type of installation, experienced in fabrication and erection of structural steel for projects of similar size and complexity. At the time of bid the Fabricator shall be AISC certified in accordance with AISC 207, Certification Standard for Steel Fabrication and Erection, and Manufacturing of Metal Components, Category BU and must submit proof of these qualifications. The Fabricator's qualifications shall be subject to review by the Design Professionals and Owner.
- D. The Detailer shall have 10 years' experience preparing detailed steel shop drawings and CNC downloads for structures of this type and complexity. The detailer's qualifications shall be subject to review by the Design Professionals and Owner.
- E. The Contractor's Engineer(s) shall be qualified to perform the type of work required by the project. The Engineer(s) shall be a Licensed Professional Engineer(s) in the state in which the Project is. The Contractor's Engineer(s) shall have 10 years of experience being in responsible charge of work of this nature. The proposed Engineer(s) shall be subject to approval of Design Professionals and Owner.
- F. The Erector shall have 10 years of successful experience erecting structural steel for structures of this type and complexity in the region of the project. At the time of bid the Erector shall be an AISC Certified Steel Erector (CSE) in accordance with AISC 207 and must submit documentation of this qualification. If the Erector is installing metal deck, the Erector shall have the Metal Deck Installation Endorsement in accordance with AISC 207 and Supplemental Requirements for Structural Steel Erectors (CSE).

- G. Welding: Qualify the welding procedures, shop welders, field welders, welding operators and tackers in accordance with AWS D1.1 and for the following periods of effectiveness of certification:
1. Certification and qualification, including period of effectiveness of welding personnel shall be as specified by AWS D1.1. Certification shall remain in effect for duration of work provided welders are continuously engaged in performing the type of welding for which they are certified, unless welders fail to perform acceptable welding, as determined by the Owner's Testing Agency. Certification and re-certification of welding personnel is subject to verification by the Testing Agency. Re-testing for re-certification will be the Contractor's responsibility.

## 1.6 SUBMITTALS

- A. Required Submittals - Required submittal items are listed here; see below for detailed requirements. Do not submit items not requested.
- a) Calculations, Shop Drawings and Erection Drawings
  - b) Quality Control Program
  - c) Welding Procedures Specification (WPS)
  - d) Welder Certifications
2. Calculations, Shop Drawings and Erection Drawings (including Field Work drawings): Submit for approval required connection calculations, shop drawings and erection drawings for all structural steel indicated on the Contract Documents.
- a) Material shall not be fabricated or delivered before the shop and erection drawings have been approved or approved as noted by the Design Professionals and returned to the Contractor.
  - b) Structural Steel Shop Drawings: Submitted shop drawings shall include layouts and details for each member showing the steel type and grade, size, connections, cuts, copes, holes, bolts, welds, surface treatments (cleaning, shop paint, etc.) and provisions for the connection of other work. Steel type, grade and size for all attached elements shall also be shown.
  - c) Shop and erection drawings shall contain complete dimensional and geometric information, based on established dimensions shown on Contract Documents, and shall not be scaled from Contract Documents. The shop drawings shall clearly distinguish between shop and field welds and bolts, identify pretensioned high strength bolts and identify surface preparation requirements at slip critical connections.
  - d) Welds: All welds shall be indicated by standard welding symbols in AWS A2.4, Standard Symbols for Welding, Brazing, and Nondestructive Examination or as accepted by the SER. Shop and erection drawings shall show the size, length, and type of each weld, including the electrode type to be used.
  - e) Bolts: Details for bolt assemblies shall indicate bolt size, length, type and the presence, type and location of washers where required as part of the assembly; distinguish between N and X bolts,

distinguish between slip-critical and bearing bolts; and distinguish between shop and field bolts. Also, indicate bolt orientation where required by the Contract Documents.

- f) Erection Drawings: The erection drawings shall include plans showing exact locations of base and bearing plates, and/or anchor rods and other embedded items. All field connections not specifically shown on shop drawings shall be shown on erection drawings, including field bolt size, type, number, location and any special installation requirements, and field weld size, type, length and location.
- 3. Quality Control Program: Submit for record complete details of the Contractor's quality control program including the names of the personnel responsible for this work.
  - 4. Welding Procedures: Submit for record written welding procedures for all AWS D1.1 prequalified joints, and qualification procedures for all joints not prequalified by Clause 3 of AWS D1.1. Submit written welding procedures developed by Contractor's welding consultant for heavy shapes and High Restraint Welds described in this Specification. Use the forms in AWS D1.1, Annex M. Submit all welding and qualification procedures to the Owner's Testing Agency for approval before submitting to the Design Professionals.
  - 5. Welder Certification: Submit for record certification that the welders have passed qualification tests using AWS procedures.
    - a) A certification shall be submitted in standard AWS format.
    - b) Each certification shall state that the welder has been doing satisfactory welding of the required type within the six-month period prior to the subject work.

For any welder whose period of certification effectiveness has lapsed or whose workmanship is subject to question in the opinion of the Design Professionals or Testing Agency, immediate testing for recertification will be required. Tests, when required, shall be conducted at the sole expense of the Contractor.

#### B. Submittal Process

- 1. Submittal of shop and erection drawings and other submittals by the Contractor shall constitute Contractor's representation that the Contractor has verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each drawing with other Drawings and other trades. The Contractor shall place their shop drawing stamp on all submittals confirming the above.
- 2. Connection design calculations: Calculations are required for all details that are not indicated on the Drawings as "Completely Designed." The Contractor shall submit connection design calculations and receive an action of approval prior to submitting shop drawings related to those calculations. The shop drawings shall incorporate all comments provided on the calculations.

3. Shop and erection drawings: Submit in complete packages so that individual parts and the assembled unit may be reviewed together. This Specification Section and the applicable drawings used in the development of the shop and erection drawings shall be referenced on each shop and erection drawing to facilitate checking. Unless the piece marks are self-indexing, furnish index sheets with the shop drawings, relating piece marks for all beam, girder and column details to the sheet numbers on which they are located.
4. The Contractor shall submit to the Design Professionals one (1) electronic copy for shop drawing review. If the Contractor and Design Team agree to process shop drawings electronically, Contractor shall submit one hardcopy and one electronic copy to the SER. The naming convention of each drawing must follow the submittal numbering system and include the submittal #, specification #, revision # and drawing # in the prefix of the drawing name.
5. The Contractor shall allow at least ten (10) working days between receipt and release by the SER for the review of shop and erection drawings and submittals other than connection design calculations. The Contractor shall allow at least fifteen (15) working days between receipt and release by the SER for the review of connection design calculations.
6. All modifications or revisions to submittals, shop drawings, connection design calculations and erection drawings must be clouded, with an appropriate revision number clearly indicated. The following shall automatically be considered cause for rejection of the modification or revision whether or not the drawing has been approved by the Design Professionals:
  - a) Failure to specifically cloud modifications
  - b) Failure to submit calculations for the modifications
  - c) Unapproved revisions to previous submittals
  - d) Unapproved departure from Contract Documents
7. The Contractor shall deliver to the Design Professionals at the completion of the job the final as-built shop drawings on media acceptable to the Design Professionals.
8. Resubmittals: Completely address previous comments prior to resubmitting a drawing. Resubmit only those drawings that require resubmittal.
9. Resubmittals Compensation: The Contractor shall compensate the Design Professionals for submittals that must be reviewed more than twice due to contractors' errors. The Contractor shall compensate the Design Professionals at the standard billing rates plus out-of-pocket expenses incurred at cost + 10%.

C. SEOR Submittal Review

1. The review of connection design and the review and approval of shop and erection drawings and other submittals by the Design Professionals shall be for general conformance with the design intent of the work and with the information given in the Contract Documents only and will not in any way relieve the Contractor or the Contractor's Engineer from:

- a) Responsibility for the adequacy of the design of the connections designed by the Contractor's Engineer.
- b) Responsibility for all required detailing.
- c) Responsibility for the proper fitting of construction work in strict conformance with the contract requirements.
- d) The necessity of furnishing material and workmanship required by contract Drawings and Specifications which may not be indicated on the shop and erection drawings.
- e) Conforming to the Contract Documents.
- f) Coordination with other trades.
- g) Control or charge of construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the WORK.

#### D. Substitution Request

- 1. Requests for any departure from Contract Documents must be submitted in writing by the Contractor and accepted in writing by the Design Professionals, prior to receipt of submittals.
- 2. All substitutions must be requested using the structural substitution request form included at the end of this section. Acceptance using the structural substitution request form indicates acceptability of the structural concept only. Contractor must submit shop drawings reflecting accepted substitutions for review in accordance with this Specification. The structural substitution request form, even if accepted, does not constitute a change order.
- 3. Such substitutions or modifications, if acceptable to the Design Professionals shall be coordinated and incorporated in the work at the sole expense of the Contractor.
- 4. The acceptance by the Design Professionals of a specific and isolated request by the contractor to deviate from these requirements does not constitute a waiving of that requirement for other elements of, or locations in the project, unless specifically addressed as such and permitted by the Design Professionals in writing.
- 5. Compensation for Additional Services: Should additional work by Design Professionals such as design, drafting, meetings and/or visits be required which are necessitated for the review and/or incorporation of the Contractor-requested substitution, including indirect effects on other portions of the work, the Contractor is responsible for paying for additional work performed by the Design Professionals at the standard billing rates plus out-of-pocket expenses incurred at cost + 10%. Additional costs for testing and inspection by the Owner shall also be compensated by the Contractor.
- 6. Contractor is responsible for means and methods and any impacts on other portions of the work that may arise from this substitution.

#### E. Request for Information (RFI)

- 1. RFI shall originate with the Contractor. RFI submitted by entities other than that Contractor will be returned with no response.
- 2. Limit RFI to one subject.

3. Submit RFI immediately upon discovery of the need for interpretation or clarification of the Contract Documents. Submit RFI within timeframe so as not to delay the Construction Schedule while allowing the full response time described below.
4. RFIs will be turned around by the SEOR on average of five (5) working days.
5. Requests for corrective field work and requests for substitution submitted as RFIs will be rejected. These requests shall be submitted as submittals or requests for substitutions.

#### 1.7 TEMPORARY SUPPORT OF STRUCTURAL STEEL FRAME

- A. The structure as shown on the Contract Documents is designed to withstand the design loads only when all structural elements are installed and fully connected. The contractor shall be responsible for the analysis of all components and assemblies for stresses and displacements that may be imposed by fabrication, shipping, handling, erection, temporary conditions, construction loads, etc. The analysis of such shall be performed by the Contractor's Engineer.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Unload all structural steel promptly upon arrival and store in an area designated and approved by the Owner at the site of the work. The Contractor shall be responsible for any charges from failure to unload material promptly.
- B. Storage: Store structural steel to drain properly. Provide weep holes and clean out as required to keep steel free from water. Provide adequate protection and shoring to prevent distortion and other damage. Store structural steel on timber; do not lay on mud, directly on ground or cinders, or otherwise handle in a manner that damages finishes. Stored sections shall be readily accessible for inspection.
- C. Store fasteners in a protected place.
- D. Welding materials to be in moisture resistant, undamaged package. Maintain packages effectively sealed until electrode is required for use. Storage and handling shall be per AWS D1.1.

#### 1.9 QUALITY ASSURANCE BY OWNER'S TESTING AGENCY

- A. Quality assurance is testing and inspection to assist the Owner in evaluating the Contractor's performance in the fabrication shop and field. It is not a substitute for the testing and inspection which is required as part of the Contractor's quality control program (see the following section on quality control).
- B. Cost: Except as specifically noted otherwise, the testing agencies for quality assurance shall be engaged and paid by the Owner.
- C. The Owner has negotiated inspection services based upon the assumption that all fabrication work shall be performed at one single fabrication shop. Costs associated with work being performed in additional shops will require reimbursement to the Owner.



D. Quality assurance inspector qualifications:

1. QA welding inspectors shall be qualified to the satisfaction of the QA agency's written practice, and in accordance with either of the following:
  - a) Welding inspectors (WI) or senior welding inspectors (SWI), as defined in AWS B5.1, Standard for the Qualification of Welding Inspectors, except associate welding inspectors (AWI) are permitted to be used under the direct supervision of WI who are on the premises and are available when weld inspection is being conducted, or
  - b) Qualified under the provisions of AWS D1.1 Clause 6.

E. Coordination with Owner's Testing Agency: The Contractor shall have sole responsibility for coordinating their work with the testing agency to ensure that all test and inspection procedures required by the Contract Documents and Public Agencies are provided. The Contractor shall cooperate fully with the Owners testing agencies in the performance of their work and shall provide the following:

1. Information as to time and place of starting shop fabrication and a field construction and erection schedule, one week prior to the beginning of the work.
2. Site File: At least one copy of each approved shop drawing shall be kept available in the contractor's field office and the drawings not bearing evidence of approval and release for construction by the Design Professionals shall not be kept on the job. Provide drawings for the work to be performed in the shop or field one week prior to the start of work.
3. Representative sample pieces requested by the inspection agency for testing, if necessary.
4. Full and ample means of assistance for testing and inspection of material.
5. Proper facilities, including scaffolding, temporary work platforms, safety equipment etc., for inspection of the work in shop and field.

F. Duties of the Owner's Testing Agencies:

1. Reports: The Testing Agency shall prepare daily reports of the structural steel work including progress and description/area of work, tests made and results. Reports of inspection of welding shall include deficiencies noted and corrections made, and other items pertinent to acceptance or rejection of the work. The reports shall state whether specimens comply with or deviate from contract requirements. The daily reports shall be collected and delivered to the Design Professionals and Owner weekly.
2. Rejection: The Owner's Testing Agency has the right to reject any material, at any time, when it is determined that the material or workmanship does not conform to the Contract Documents. The Testing Agency shall report deficiencies to Owner, Design Professionals, and Contractor immediately.
3. Structural steel work and general testing requirements: The Testing Agency shall perform the following shop and field inspections in addition to any other inspections enumerated above or specified on the Contract Documents:

- a) Shop inspection of steel shall include alignment and straightness of members, camber, preparation for connections, dimensional checks, testing of shop bolts, witnessing of welding procedures, testing of cuts, weld access holes and copes of heavy shapes as defined in this Specification, examination and testing of completed welds, headed studs and deformed bar anchors, cutting of heavy shapes, finishing of column ends, cleaning, painting and storage of material. All shop fabrication shall be inspected in the shop. Camber shall be verified in a minimum of 10% of all members requiring camber. If, in the opinion of the SER and Testing Agency, this testing discloses a large ratio (10% or more) of unacceptable cambers, the required percentage of tested cambers may be increased by the SER to 100% at no expense to the Owner.
- b) Field inspection of steel shall include connections, proper tensioning of bolts, levelness, plumbness and alignment of the frame, conformance to AWS welding methods, examination of surface before welding, examination and testing of completed welds, headed studs and deformed bar anchors and field painting, including touch-up.
- c) Check qualifications of the following:
  - 1. Shop welding procedures and personnel
  - 2. Shop stud welding setup and operators
  - 3. Shop bolting procedure and crew
- d) Where testing is required for less than 100% of locations, select test locations at random and throughout the project.
- e) Review mill certifications for compliance with the Contract Documents.

4. Welding:

- a) Review of submittals: Welding procedures including prequalification, qualifications test and, for heavy shapes and high restraint welds, the welding procedure prepared by the Contractor's Engineer or Welding Consultant.
- b) Full penetration welds: Test 100% of complete-joint-penetration (CJP) groove welds in material 5/16 in. thick or greater for soundness by means of either radiographic or ultrasonic testing in accordance with AWS D1.1 procedures. CJP groove welds in material less than 5/16 in. thick shall be magnetic particle tested. All flaws in plate or flange material revealed during such tests shall be repaired by the Contractor at the Contractor's expense.
- c) Partial penetration welds: Perform all welding inspection tasks specified in AISC 360 Tables N5.4-1, N5.4-2, and N5.4-3 for all partial penetration welds, unless other methods are specified in the Contract Documents. In addition, test ten percent (10%) of all partial penetration welds using a non-destructive method, such as dye penetrant or magnetic particle. Select test locations randomly throughout the structure but test at least one weld in each location with 6 or more welds per connection. If, in the opinion of the SER

and Testing Agency, this testing discloses a large ratio (10% or more) of unacceptable welds, the required percentage of tested welds may be increased by the SER to 100%, all at the Contractor's expense.

- d) Testing of welds at heavy shapes and high restraint welds shall be performed not less than 48 hours after the weld has been completed.
- e) Fillet welds: Perform all welding inspection tasks specified in AISC 360 Tables N5.4-1, N5.4-2, and N5.4-3 for all fillet welds. In addition, test ten percent (10%) of all fillet welds using a non-destructive method, such as dye penetrant or magnetic particle. Select test locations randomly throughout the structure but test at least one weld in each location with 6 or more welds per connection. If, in the opinion of the SER and Testing Agency, this testing discloses a large ratio (10% or more) of unacceptable welds, the required percentage of tested welds may be increased by the SER to 100%, all at the Contractor's expense.
- f) Inspection and Testing by the Testing Agency of high restraint welds and where Heavy Shapes are to be joined by partial or full penetration welds in tension:
  - 1. Joint Preparation: Monitor fit up and joint preparation (bevel angle, etc.) for conformance to the submitted welding procedures including preheat and interpass temperature. Monitor base metal temperature during welding operations.
  - 2. Test Full Penetration Welds in accordance with the requirements of this Specification section, ultrasonically in accordance with AWS D1.1 procedures. On T or corner joints, pay careful attention to the heat affected zone and base metal where the weld shrinkage stresses are in the through thickness direction.

5. Cleaning & Painting :

- a) Prior to shop painting, examine all fabricated pieces to verify proper cleaning in accordance with this Specification.
- b) Examine all shop painting to verify conformance with this Specification.
- c) Examine loading and unloading of steel to visually observe that damage does not occur during shipping and handling.

- 6. Remedial Work: The Testing Agency shall indicate to the Contractor where remedial work must be performed and will maintain a current list of work not in compliance with the Contract Documents. This list shall be submitted to the Design Professionals and Owner on a weekly basis.
- 7. Certification: When all work has been approved by the Testing Agency, the Testing Agency shall certify in a letter to the Design Professionals and Owner that the installation is in accordance with the design and Specification requirements (including applicable codes).

#### 1.10 QUALITY CONTROL BY CONTRACTOR

- A. The Contractor shall provide a program of quality control to ensure that the minimum standards specified herein are attained.
- B. Quality control inspector qualifications: QC bolting inspection personnel shall be qualified on the basis of documented training and experience in structural bolting inspection. QC welding inspectors shall be qualified to the satisfaction of the fabricator or erector's QC program, as applicable, and in accordance with either of the following:
  - 1. Associate welding inspectors (AWI), as defined in AWS B5.1, Standard for the Qualification of Welding Inspectors.
  - 2. Qualified under the provisions of AWS D1.1 Clause 6.1.4.
- C. The Contractor shall immediately report to the Design Professionals any deficiencies in the work which are departures from the Contract Documents which may occur during construction. The Contractor shall propose corrective actions and their recommendations in writing and submit them for review by the Design Professionals. After proposed corrective action is accepted by the Design Professionals and Owner, the Contractor shall correct the deficiency at no cost to the Owner.
- D. The Owner's general review during construction and activities of the Owner's Testing Agency are undertaken to inform the Owner of performance by the Contractor but shall in no way replace or augment the Contractor's quality control program or relieve the Contractor of total responsibility for quality control.

#### 1.11 OBSERVATIONS AND CORRECTIONS BY DESIGN PROFESSIONALS

- A. Review: The Design Professionals will observe the construction for general compliance with the provisions of the Contract Documents during various phases of construction.
- B. Compensation for Additional Services: Should additional work by Design Professionals such as design, drafting, meetings and/or visits be required which are necessitated by failure of the Contractor to perform the work in accordance with the Contract Documents, the Contractor is responsible for paying for additional work performed by the Design Professionals at their standard firm-wide billing rates plus out-of-pocket expenses incurred at cost + 10%. Additional costs for testing and inspection by the Owner shall also be compensated by the Contractor.

#### 1.12 PERMITS AND WARRANTY

- A. Permits: The Contractor shall apply for, procure, renew, maintain, and pay for all permits required by City, State, or other governing authorities, necessary to execute work under this Contract. Contractor shall furnish copies of all permits to the Owner and Design Professionals.
- B. Warranty: Upon completion of all work to be performed under this Contract, the Contractor shall execute and deliver in a satisfactory form a warranty that all workmanship and materials used in the performance of this Contract shall remain

free from defects for a period of one (1) year from the date of execution of the Warranty.

## PART 2 - PRODUCTS

### 2.1 STRUCTURAL STEEL

- A. Structural steel shall conform to the requirements listed on the Structural General Notes.

### 2.2 SHOP COATINGS

- A. Standard Primer: SSPC – Paint 15, Steel Joist Shop Primer/Metal Building Primer. Color to be determined by Architect. Primer shall be compatible with, and from the same manufacturer as, top coats specified in Division 9 specification.
- B. Zinc Rich Primer: SSPC-Paint 20, Type I or Type II, Zinc rich primer utilizing either an organic or inorganic binder with a minimum zinc content of 80 percent by weight in the dry film. The primer shall provide a surface meeting AISC Slip Critical Class B (slip coefficient =0.50 min) requirements unless noted otherwise on the Drawings. Color to be determined by Architect. Primer shall be compatible with, and from the same manufacturer as, top coats specified in Division 9 specification. Prior to assembly, prime surfaces which will be concealed or inaccessible after assembly. Do not apply primer in foggy or rainy weather; when the ambient temperature is below 45°F or over 95°F; or when the primer may be exposed to temperatures below 40°F within 48 hours after application, unless approved otherwise by the Contracting Officer. Repair damaged primed surfaces with an additional coat of primer.
- C. Shop prime structural steel, except as modified herein, in accordance with SSPC PA 1, Shop, Field and Maintenance Painting of Steel. Do not prime steel surfaces embedded in concrete, galvanized surfaces, or surfaces within 0.5 inch of the toe of the welds prior to welding (except surfaces on which metal decking and shear studs are to be welded). If flash rusting occurs, re-clean the surface prior to application of primer. Apply primer in accordance with endorsement "SPE-P1" of AISC 420 or approved equal NACE or SSPC certification to a minimum dry film thickness of 2.0 mil.
- D. Hot Dip Galvanizing : ASTM A123, weight of coating shall average not less than 2.3 oz per square foot, with no individual thickness less than 2.0 oz per square foot.
- E. Galvanizing Repair Paint: ZRC Cold Galvanizing Compound, or other complying with SSPC-Paint 20.

### 2.3 ACCESSORIES

- A. All bolts shall be new and shall not be re-used.
- B. Common Bolts: ASTM A307. Grade C, hot dipped zinc coating in accordance with ASTM F2329. The bolt heads and the nuts of the supplied fasteners must be marked with the manufacturer's identification mark, the strength grade and type

specified by ASTM specifications. Common bolts shall not be used for structural steel connections or as anchor rods without approval of the SEOR. Diameter of common bolt shall be less than 1/2 inches without approval of the SEOR.

- C. Anchor Rods: Per structural General Notes.
- D. Washers:
  - 1. Round washers shall conform to American Standard B 27.2 type bASTM F436.
  - 2. Washers in contact with high-strength bolt heads and nuts shall be hardened in accordance with ASTM Standard F436.
  - 3. Beveled washers shall be square, smooth and sloped so that contact surfaces of the bolt head and nut are parallel.
  - 4. The diameter of the hole of square beveled washers shall be 1/16 inch (1.5mm) greater than the bolt size for bolts smaller than one inch (25mm), and shall be 1/8 inch (3.0mm) greater than the bolt size for bolts larger than one inch (25mm).
  - 5. Comply with requirements of RCSC for all washers including thickness, size and hardness, depending on connection details.
- E. Filler Metals: Filler metals shall be matched to base metal groups in Table 3.1 of AWS D1.1 and shall be selected from Table 3.2 of AWS D1.1, except that 60ksi filler metals shall not be used
  - 1. Shielded Metal-Arc Welding: Welding electrodes for manual shielded metal-arc welding shall conform to the specification for Mild Steel Covered Arc-Welding Electrodes, AWS A5.1 E70 or 80, or the specification for Low-Alloy Steel Covered Arc-Welding Electrode, AWS A5.5.
  - 2. Submerged-Arc Welding: Bare electrodes and granular flux used in submerged-arc welding shall conform to F70 or F80 AWS flux classifications of the specification for Mild Steel Electrodes and Fluxes for submerged-arc Welding, AWS A5.17.
- F. Steel Castings shall conform to ASTM A27, Grade 65-35, medium strength carbon steel.
- G. Grout: Refer to General Notes.
- H. Post-installed Anchors shall be per Structural General Notes.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Work by Others: Examine all work prepared by others to receive work of this Section and report any defects affecting installation to Design Professionals. Commencement of work will be construed as complete acceptance of preparatory work by others. The Contractor alone shall be responsible for checking the dimensions and coordination of the structural steel work with other trades.

- B. Anchor Rods: At least 20 working days prior to the start of the structural steel erection, the Contractor shall ascertain by accurate survey the existing location, alignment, and elevation of the anchor rods embedded in the concrete by others. The Contractor shall immediately bring to the attention of the Design Professionals any discrepancies observed between the Contract Documents and the as-built conditions. Steel erection shall not start until corrective measures, if required, have been performed.

### 3.2 FABRICATION

- A. Fabricate and assemble structural steel in the shop to the greatest extent possible.
- B. Tolerances :
  - 1. Conform to the tolerances of the AISC "Code of Standard Practice," compensate for the difference between the temperature at time of fabrication and the mean temperature in service.
  - 2. Elevator shafts used for temporary hoists shall conform to the detailed requirements of the hoist manufacturer.
  - 3. Conform to the tolerances of the AISC "Code of Standard Practice", Section 10 (AECS) for architecturally exposed structural steel as indicated as "AECS" on the Drawings.
- C. Holes: Holes shall be provided in members to permit connections to the work of other trades or contracts, and for passage through the member of work of other trades. All holes shall be accurately drilled or punched at right angles to the surface of the metal in accordance with AISC Specifications. Holes shall not be made or enlarged by burning. Burning or drifting unfair holes will not be permitted. Holes that must be enlarged shall be reamed. Drift pins will be allowed only to bring together the several parts for connection. Holes in base plates shall be drilled. Holes shall be clean-cut without torn or ragged edges. Outside burrs resulting from drilling operations shall be removed with a suitable tool. Bolt holes shall comply with the provisions of the RCSC Specification for Structural Joints Using High-Strength Bolts, Section 3.3 except that thermally cut holes are permitted with a surface roughness profile not exceeding 1,000  $\mu\text{in.}$  (25  $\mu\text{m}$ ) as defined in ASME B46.1. The AWS Surface Roughness Guide for Oxygen Cutting (AWS C4.177) sample 3 may be used as a guide for evaluating the surface roughness of thermally cut holes .
- D. Cutting: Manual gas-cutting in the shop may be used only if automatic or semi-automatic methods are not possible. If manual shop cutting is required, it shall be done only with a mechanically guided torch, except that an unguided torch may be used where the cut is more than 1/2 inch (12mm) from the finished dimension and final removal is completed by means such as chipping or grinding to produce a gouge-free surface of quality equal to that of the base metal. At restrained joints and as indicated elsewhere, weld access holes shall be ground smooth. Reentrant corners shall be formed with a curved transition. Weld access holes shall meet the geometrical requirements of Section J1.6. Beam copes and weld access holes in shapes that are to be galvanized shall be ground to bright metal. For shapes with a flange thickness not exceeding 2 in. (50 mm), the roughness of thermally cut surfaces of copes shall be no greater than a surface roughness value of 2,000  $\mu\text{in.}$  as defined in ASME B46.1 Surface Texture, Surface Roughness, Waviness, and Lay.

- E. Anchor Rods: Rigid steel templates and anchor rods shall be furnished, labeled and shipped in sets indicating sizes and locations of columns, together with instructions for setting of anchor rods. Plate washers per Typical Details shall be provided.
- F. Welding of Structural Steel:
1. Pre-Weld Inspection: The surface to be welded and the filler material to be used shall be subject to inspection before welding is performed.
  2. Welds indicated on the Contract Documents or the approved shop or erection drawings shall be created by electric arc welding processes that comply in all respects with the codes and specifications herein noted covering the design, fabrication, and inspection of welded structures and the qualifications of welders and supervisors. Control the heat input, weld length, weld sequence and cooling process to prevent distortion of the completed assembly.
  3. Each welder's work shall be traceable.
  4. Special Requirements: For high restraint welds and welds at heavy shapes, follow approved welding procedures for weld process, sequence, pre-heating and cooling. Use stress relieving techniques where shown in the approved procedure developed by the Contractor's Welding Consultant.
    - a) Special Procedures: Prior to the start of production welding, the contractor shall demonstrate to the Testing Agency that pre-heat can be maintained without relying on heat from the arc. For field welding, the contractor shall provide a shelter to protect each joint from inclement weather (rain, snow, etc.), from start until completion of the joint.
    - b) Preheat and Postheat: Preheat shall be sufficient to prevent cracking, but in no case less than required by AWS D1.1. For high-restraint welds, minimum preheat shall be 225 degrees F (105oC). The preheat shall be maintained throughout the thickness of the material for a distance equal to twice the material thickness on both sides of the joint at a minimum. Where different thicknesses of steel are being joined, the greater thickness shall govern. Preheat shall be measured on the face opposite the side of the heat application. Preheat shall be applied uniformly in a manner that does not harm the surface of the material nor cause surface temperatures to exceed 1100 degrees F (600oC). Should stress relief heat treatment be required, the contractor shall submit a written procedure.
    - c) Prior to heat treatment on a production weld, prepare and treat a test sample per the contractor's written procedure for tensile tests in accordance with ASTM requirements.
  5. Deficient Welds: Welds found deficient in dimensions but not in quality may be enlarged by additional welding. Any weld found deficient in quality shall be removed by grinding or melting and the weld shall be remade.
- G. Bearing:



1. Bearing ends of columns shall be milled or sawn square perpendicular to axis of the column.
2. Finish bearing areas of base plates per AISC 360 Section M2.8 and AISC 303 Section 6.2.2.

H. Cleaning and Preparation of Steel Surfaces:

1. Clean all steel work in accordance with the Steel Structures Painting Council (SSPC). Method specified herein that corresponds to its location and exposure. Steel work to be painted shall be painted within the same day that it is cleaned.
  - a) Interior, Not Exposed to View (above suspended ceilings, under sprayed-on fireproofing, steel to be encased in concrete): SSPC-SP-2, Hand Tool Cleaning.
  - b) Interior, Exposed in the Finished Building: SSPC-SP-6, Commercial Blast Cleaning, unless noted otherwise on the Drawings.
  - c) Exterior (exposed to weather or in unconditioned space): SSPC-SP-6, Commercial Blast Cleaning, unless noted otherwise on the Drawings.
  - d) Members to be Hot Dipped Galvanized: SSPC-SP3, Power Tool Cleaning, before galvanizing.

I. Shop Coating:

1. Where painting is specified, paint all steel work in accordance with the Steel Structures Painting Council (SSPC) Method specified herein that corresponds to its location and exposure and in accordance with manufacturer's written instructions. Paint steel work the same day that it is cleaned.
  - a) Interior, Not Exposed to View (above suspended ceilings, under sprayed-on fireproofing, steel to be encased in concrete): No Paint.
  - b) Interior, Exposed in the Finished Building: SSPC – Paint 215
  - c) Exterior (exposed to weather or in unconditioned space): SSPC – Paint 20
2. Protect finished bearing surfaces with a rust-inhibiting coating which is to be removed immediately prior to erection.
3. Do not paint:
  - a) Surfaces within six (6) inches (150mm) of field welds
  - b) Surfaces to be encased in concrete or to receive cementitious fireproofing
4. Paint shall be applied thoroughly and evenly to dry surfaces only when surface temperatures are above dew-point, in strict accordance with manufacturer's instructions.
5. Surfaces of exterior members which are inaccessible after assembly or erection shall receive their second coat of the approved paint, in a different shade, in the shop.
6. Hot-dip galvanize the following steel members:

- a) All angles, steel plates and shims supporting exterior masonry or exposed to the weather, including shelf, arch and relieving angles
- b) All connections between the above angles and steel plates and the supporting structural member, including clip angles and hardware
- c) Any other steel members indicated as "Galvanized" on the Contract Documents.
- d) All miscellaneous metal, angles, clips, etc. on exterior masonry walls.

### 3.3 ERECTION

- A. Tolerances: Erect all work plumb, square and true to lines and levels in strict accordance with the structural requirements of the building within tolerances of the AISC Code of Standard Practice, unless otherwise indicated on the Contract Documents. Compensate for the difference between the temperature at time of erection and the mean temperature in service.
- B. Bracing: Brace the frame during erection in accordance with the Contractor's erection procedure.
- C. Errors: Immediately report to the Design Professionals any errors in shop fabrication, deformations resulting from handling and transportation, and improper erection that affects the assembly and fitting of parts. Prepare details for corrective work and obtain approval of the method of correction. Approved corrections shall be made expeditiously at the sole expense of the Contractor.
- D. Column Base Plates: Support and align on steel shims or setting bolts. After the supported members have been plumbed and properly positioned, tighten anchor rod nuts in preparation for grouting. Cut off wedges and shims flush with edges of plates and leave in place. The use of leveling plates will not be permitted.
- E. Grouting: Refer to General Notes. Grout base plates immediately after the first tier of columns are plumbed. Do not proceed with steel erection above the first tier until base plates are grouted.
- F. Bolting and Welding of Structural Steel: See Section on "Fabrication".
- G. Bearing Surface: Clean bearing surfaces and surfaces that will be in permanent contact before the members are assembled.
- H. Splices: Splices will be permitted only where indicated on the Contract Drawings or the reviewed shop drawings. Fasten splices of compression members only after surfaces are cleaned and abutting surfaces have been brought completely into contact. Fill any remaining gaps with steel shims driven into place and cut flush. Tack weld shims to each other and to members. Use runoff tabs at bevel weld splices. Cut off runoff tabs and ground smooth after weld completion.
- I. Hammering: Hammering which may damage or distort the members will not be permitted.

- J. Do not use cutting torches in the field without the specific approval of the SEOR for each application. Where cutting torch use is permitted, all the requirements of the Section on "Fabrication" shall apply.
- K. Additional Material and Labor: If the Contractor furnishes additional material and labor for the purpose of erection or if the erection method requires that material be added to certain members, the required modifications shall be at the sole expense of the Contractor.
- L. Alignment: Following erection, accurately align, level, and adjust all members prior to final fastening. Conform to AISC standard tolerances unless otherwise noted in the Contract Documents.
- M. Touch-Up and Field Applied Paint: After erection, clean all damaged areas in the shop coat, exposed surfaces of bolts, bolt heads, nuts and washers and all field welds and unpainted areas adjacent to field welds according to manufacturer's recommendations and paint with the same paint used for the shop coat. Match the touch up and field applied paint color to the as-built paint color. After touch up, at exterior (exposed to the weather or in unconditioned space) steel members apply a full coat of the specified paint in a different shade than the shop applied coat.
- N. After erection, clean all damaged galvanized areas, welds and areas adjacent to welds and paint with the specified galvanizing repair paint.
- O. Clean all steel members of mud and debris and construction residue prior to erection.

END OF SECTION

## APPENDIX E

# CITY OF GREENACRES

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### Post Award Forms

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## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

### CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

### EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

**11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.**

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)

## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

### CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJC DC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

**9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.**

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone Surety**

**Agency or Broker:**

**Owner's Representative (engineer or other party):**



## SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE: PUBLIC WORKS STEEL COLUMNS REPAIR

CONTRACTOR: \_\_\_\_\_

CITY'S BID NO.: \_\_\_\_\_ FOR PERIOD ENDING: \_\_\_\_\_

TO ACCOMPANY APPLICATION NO.: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT		THIS PERIOD		TO DATE	
			QUANTITY	UNIT PRICE	QTY.	AMT.	QTY.	AMT.
						\$		\$

**NOTE:** CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS SHOWN  
FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.

**NOTE:** CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.

TOTAL WORK TO DATE: \$ \_\_\_\_\_

## APPLICATION FOR PAYMENT

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

**PROJECT NAME: PUBLIC WORKS STEEL COLUMNS REPAIR**  
**BID NUMBER: 26-004**

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

**Application is made for payment, as hereinafter shown, in connection with this Contract:**

Original Contract Price	\$	
Net Change Orders	\$	
Current Contract Price	\$	
Total Work to Date (see attached schedule)	\$	
Retainage (10%)	\$	
Amount Due to Date (total work to date less Retainage)	\$	
Previous Payment (s)	\$	
Amount Due this Application (amount to date less previous payment)	\$	

The undersigned contractor hereby swears under penalty of perjury that; (1) all previous progress payments received from the City on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being applications for payment number 1 through , inclusive; and (2) title to all work, materials and equipment covered by this application for payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the contractor, free and clear of all liens, claims, security interests or encumbrances.

DATED \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor

COUNTY OF PALM BEACH       )  
STATE OF FLORIDA            ) SS

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

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, who being duly sworn, did depose and say that he is \_\_\_\_\_ of the contractor mentioned above, that he executed the above application for payment and statement on behalf of said contractor; and, that all of the statements contained therein are true, correct and complete.

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Signature of Notary

In accordance with above Contract, the undersigned recommends payment to the Contractor for the Amount Due as shown.

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

DATE \_\_\_\_\_, 20\_\_.

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

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ ) SS

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, who, being by me first duly sworn, on oath depose(s) and say(s):

1. He/She is (They are) a **(Corporation, Partnership or Individual)** of \_\_\_\_\_, doing business as \_\_\_\_\_, hereinafter called "Contractor".
2. Contractor heretofore entered into a contract with \_\_\_\_\_ hereinafter called "City" to do work (furnish material, labor and services) for the construction of \_\_\_\_\_ located at \_\_\_\_\_ County, Florida.
3. Contractor has fully completed construction in accordance with the terms of the contract, and all lienors have been paid in full, except:

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE AND UNPAID</u>
	\$
4. All workmen's compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.
5. Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the City of any and all claims of the Contractor against the City arising out of, connected with or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.
6. The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the City referred to in paragraph two of this affidavit.
7. This affidavit is given pursuant to the provisions of Section 713.06, Florida Statutes.

Signed and sealed in the presence of:

ATTEST

SEAL

CONTRACTOR

ATTEST

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is  
personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary Seal

Commission No. \_\_\_\_\_

**CITY OF GREENACRES**

**FINAL RELEASE**

**KNOWN ALL MEN BY THESE PRESENTS**, that the undersigned, for and in consideration of the payment of the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), paid by the City of Greenacres, Florida, receipt of which is hereby acknowledged as total payment for the Contract described below, simultaneously with the execution of this Release of Lien, hereby releases and quit claims to the City of Greenacres, Florida, all liens, lien rights, claims or demand of any kind whatsoever, which the undersigned now has or might have against the property, building and other improvements on the premises commonly known and described as \_\_\_\_\_, Greenacres, Florida, on account of labor performed and/or material furnished for construction, or in otherwise improving said property situated as above described.

The undersigned waives all claims, disputes and other matters arising out of, or relating to, the Contract which have not been raised by way of written demand prior to this date and are not either in arbitration or court litigation, as the case may be, pursuant to the Contract Documents.

The undersigned further covenants that all subcontractors, suppliers and materialmen and any or all other persons supplying service or labor have been paid in full for all work under this Contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract respecting the guaranty against defective work for the term provided in the Contract Documents, which term shall begin to run from the date specified in the Contract Documents.

I HEREBY ACKNOWLEDGE that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

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

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

Commission No. \_\_\_\_\_

\_\_\_\_\_  
Notary Seal

**WARRANTY OF TITLE**

STATE OF FLORIDA

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

\_\_\_\_\_, being first duly sworn, deposes and says as follows:

He/She is \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Title  
Firm

\_\_\_\_\_  
Name of Corporation or

a \_\_\_\_\_ corporation which is named in Construction Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between said corporation as the CONTRACTOR and the \_\_\_\_\_, Florida as the OWNER, for the construction of \_\_\_\_\_, and Affiant is authorized to make this Affidavit as, or in behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Periodical Estimate for payment dated \_\_\_\_\_, 20\_\_\_\_\_, passes to the City at the time of payment free and clear of all liens, and all laborers, materialman and subcontractors have been paid for performing or furnishing the work, labor or materials upon said Contract work covered by the aforesaid Periodical Estimate of Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

\_\_\_\_\_  
Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Signature of Notary

Commission No. \_\_\_\_\_

## **1-Year General Contractor Warranty**

This 1-Year General Contractor Warranty ("Warranty") is issued by [Contractor legal name], a [state] [entity type] holding Florida License No. [license number] ("Contractor"), to the City of Greenacres, Florida ("Owner"), for the Project known as "[Project Title]" located at [Project Address], under Contract No. [Contract Number] dated [Contract Date].

### **1. Warranty Period and Commencement**

- Contractor warrants the Work for one (1) year beginning on:
  - The date of Final Acceptance by the City; or
- For any portion of the Work corrected under this Warranty, the Warranty Period for that portion restarts upon the Owner's written acceptance of the correction.

### **2. Scope of Warranty**

- Contractor warrants that all Work:
  - is free from defects in workmanship and materials;
  - conforms to the Contract Documents, applicable codes (including the Florida Building Code), and manufacturers' published requirements; and
  - has been installed in a good and workmanlike manner by properly licensed and qualified personnel.
- Contractor shall correct, repair, replace, or otherwise remedy, at its sole cost and expense, any nonconforming or defective Work discovered during the Warranty Period, including all associated access, removal, reinstallation, patching, finishing, testing, and re-inspection necessary to deliver conforming Work.

### **3. Manufacturer and Trade Warranties**

- Contractor shall deliver to Owner all original manufacturer and trade warranties and guarantees, properly executed and assignable to Owner, with effective dates not earlier than Substantial Completion (unless required for startup/commissioning).
- Contractor remains responsible for coordinating and pursuing manufacturer remedies; use of a manufacturer's warranty does not relieve Contractor of obligations under this Warranty.

### **4. Response and Correction Timeframes**

- Notice: Owner will provide written notice describing the issue. Email to the contacts below is sufficient.
- Initial Response: Contractor shall acknowledge receipt within 1 business day and coordinate inspection within 3 business days.

- Correction: Contractor shall commence corrective work within 7 calendar days after inspection, and diligently prosecute to completion.
- Emergencies: For life-safety hazards, active leaks/water intrusion, utility outages, or conditions risking further damage, Contractor shall respond on site within 4 hours and take immediate temporary measures, followed by permanent correction as soon as practicable.

#### 5. Flow-Down to Subcontractors

- Contractor shall flow down these obligations to all subcontractors and suppliers and remains the single point of responsibility to Owner, regardless of tier. The use of subcontractors does not diminish Contractor's obligations.

#### 6. Code, Permits, and Inspections

- All corrections shall comply with current applicable codes and standards and be performed under required permits with inspections as applicable. Fees for permits, inspections, testing, and re-inspection attributable to defective Work are Contractor's responsibility.

#### 7. Exclusions (do not relieve Contractor where Contractor's acts contributed)

- Normal wear and tear consistent with intended use after acceptance.
- Abuse, neglect, or improper operation.
- Alterations performed by others without Contractor's prior written consent (except in emergencies after notice to Contractor).
- Force majeure events after acceptance, provided Contractor did not fail to secure/protect the Work.

Note: These exclusions do not apply where the condition results from nonconforming Work, improper installation, or failure to follow manufacturer requirements by Contractor or its subcontractors.

#### 8. No Cost to Owner; Ancillary Damages

- All labor, materials, equipment, transport, access, temporary protection, patching/finishing to match adjacent work, and testing required for correction are at Contractor's expense.
- If Owner must undertake temporary measures to mitigate imminent harm due to Contractor's failure to respond as required, Contractor shall reimburse reasonable mitigation costs.

#### 9. Relationship to Bonds, Retainage, and Other Remedies

- This Warranty is in addition to, and not in lieu of, statutory warranties, the performance and payment bond, punch-list obligations, latent defect rights, or other remedies under the Contract or law (including Section 255.05, Florida Statutes).
- Release of retainage or issuance of final payment does not waive Warranty obligations.

#### 10. Warranty Claims Administration

- Owner Notice To: [Contractor Warranty Contact Name/Title]  
Address: [Address]  
Phone (24/7 for emergencies): [Phone]  
Email: [Email]
- Alternate/Escalation Contact: [Name/Title, phone, email]
- Contractor shall maintain records of each claim, proposed remedy, dates of response, permits/inspections (if any), and completion confirmation, and shall submit a closeout report upon completion of corrective work.

#### 11. Temporary Measures and Protection

- Contractor shall promptly install temporary safeguards to protect occupants, property, and systems during investigation and correction, maintain life-safety systems, and coordinate outages and after-hours work as required by the Owner.

#### 12. Special Systems and Extended Warranties (if applicable to the Project)

- The following minimum manufacturer/installer warranty durations shall be provided in addition to this 1-year Warranty (fill in or strike if not applicable):
  - Fire alarm/suppression: [2] years parts/labor plus manufacturer warranty requirements.
  - HVAC equipment; controls: [2] years parts/labor.
  - Flooring (resilient): [2] years installation; moisture mitigation per manufacturer.
  - Paint/coatings: [2] years against peeling, blistering, or excessive fading.
  - Systems integration/low-voltage: [2] years parts/labor on installed cabling and terminations.
- Where a longer period is specified in the Contract Documents or manufacturer warranty, the longer period governs.

#### 13. Latent Defects and Statutory Rights

- Nothing herein limits Owner's rights for latent defects or fraud/misrepresentation. Discovery of a latent defect outside the Warranty Period is governed by applicable Florida law and Contract terms.



14. Governing Law and Venue

- Florida law governs. Venue for disputes is as provided in the Contract. Nothing herein waives the City's sovereign immunity or limits protections afforded by Section 768.28, Florida Statutes.

15. Execution

Contractor warrants the above as of the date set forth below.

Contractor: [Legal Name]

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

Name/Title: \_\_\_\_\_

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

Accepted for Receipt (not a waiver of rights):

City of Greenacres, Florida

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

Name/Title: \_\_\_\_\_

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