

## SECTION 011050

### GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SCOPE

###### A. Description

1. The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the work is presented in Section 011000.

###### B. Work Included

1. The Contractor shall furnish all labor, superintendence, quality control, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits except permits to be provided by City as specified in Section 016500. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work at his own cost, risk, and as approved by the City.
2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
3. The Contractor shall provide and maintain tools, and equipment as may be necessary, at the direction of the City, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the City notwithstanding.

4. The Contractor shall remove, demolish and dispose of all equipment, piping, asphalt, rock and appurtenances as shown on the Plans and required to complete the work. No additional payment will be made for additional demolition or disposal work, not specifically specified on the plans as required, to complete the work.
5. The Contractor shall perform all work in accordance with applicable local, state, and federal codes and regulations.

C. Public Utility Installations and Structures

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the City, other governmental bodies or privately owned, used to provide gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.
2. The Contract Documents contain data relative to existing public or private utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public or private utility installations and structures from damage during the work. Access across any buried installation or structure shall be made only in such locations and by means approved by the Utility Owner. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Utility Owner. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the City or other governmental body which are shown on the Plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefor.
5. Where public utility installations or structures owned or controlled by the

City or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications or have been located in the field by the utility, and when, at the direction of the City, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be approved, in writing by the City, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the General Conditions. Damage to any utilities, whether shown on the Plans or not, which, in the opinion of the City, is caused by carelessness on the part of the Contractor shall be repaired at the Contractor's expense. Any delays ensuing from this damage will be considered inexcusable.

6. All City and other governmental utility departments and other owners of public utilities which may be affected by the work will be informed in writing by the Contractor within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to the responsibilities of the City and other governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Plans and Specifications covering the work under such Contract or Contracts.
7. In addition to the general notice given, the Contractor shall give written notice to City and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least one (1) week in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the Sunshine 811.
8. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the utility owner at no additional cost.
9. Contractor to perform daily watering and use street sweepers daily to monitor and control dust during construction. Contractor to perform daily cleanup of entire project area and with no trash or debris left behind.

## 1.2 PLANS AND SPECIFICATIONS

### A. Plans

1. The Plans referred to in the Contract Documents bear the general project name and number as shown in the Notice to Bidders (Advertisement).
2. When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small scale drawings.

B. Copies Furnished to Contractor

1. After the Contract has been executed, the Contractor will be furnished with an electronic copy of the contract documents. Hard/paper copies of the Plans and Specifications, when requested, may be furnished to the Contractor at cost of production.
2. The Contractor shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for their work.

C. Supplementary Drawings

1. When, in the opinion of the City or Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and electronic copies thereof will be given to the Contractor.

D. Contractor to Check Plans and Data

1. Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer or City, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein as soon as found and in a timely manner. Contractor shall get his own geotechnical information if he/she deems it necessary. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the City, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete or final. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

### 1.3 MATERIALS AND EQUIPMENT

#### A. Manufacturers

1. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the City, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.
2. All communications with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the City, that the Manufacturer or subcontractor deal directly with the City. Any such communications shall not in any way release the Contractor from his full responsibility under this Contract.

#### B. Delivery, Storage and Handling

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any other contractor, subcontractor or the City.
2. The Contractor shall deliver materials and equipment in Manufacturer's original unopened and undamaged containers with legible labeling. Materials and equipment shall be stored in such a manner as to prevent damage from environment and construction operations. Handling shall be in accordance with Manufacturer's requirements.
3. The Contractor shall store materials and equipment removed from the existing sanitary sewer, potable water & stormwater system in onsite locations designated by the City. Materials and equipment shall be stored in such a manner as to prevent damage from environment and construction operations. Handling shall be in accordance with Manufacturer's requirements.

#### C. Tools and Accessories

1. Contractor shall have the Manufacturer, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Special tools are defined as any tools specifically manufactured for use with the Manufacturer's equipment. Such tools and appliances shall be furnished in approved painted steel cases,

properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished by the Contractor when specified in individual specification sections.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the Manufacturer's name, year of manufacture, serial number, weight and principal rating data.

D. Installation of Equipment

1. The Contractor shall have on hand proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.
2. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless approved otherwise by the City or Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.
3. The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the City or Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.
4. The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in non shrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall be coated.

E. Service of Manufacturer's Engineer

1. The Contract prices for materials and equipment furnished under this Contract shall include the cost of furnishing a competent and experienced Engineer or Superintendent (as required by equipment specifications sections) who shall represent the Manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. Prior to placing the equipment in operation, such Engineer or

Superintendent shall make all adjustments and tests required and specified by the City or Engineer to prove that such equipment is properly installed and in satisfactory operating condition, and shall instruct such personnel as may be designated by the City or Engineer in the proper operation and maintenance of such equipment. The Contractor shall provide O&M Manuals as applicable to the project.

#### 1.4 INSPECTION AND TESTING

##### A. General

1. Inspection and testing of materials will be performed by the Contractor unless otherwise specified.
2. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Certified electronic copies of the reports shall be submitted and authoritative certification thereof must be furnished to the City as a prerequisite for the acceptance of any material or equipment.
3. If, in the making of any test of any material or equipment, it is ascertained by the City that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the City.
4. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, or as stated herein. The most stringent test will be used in case of any discrepancy.
5. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the City formally takes over the operation thereof.

##### B. Costs

1. The costs of inspection and testing of materials furnished under this Contract shall be borne by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the

Contractor and such costs shall be deemed to be included in the Contract price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the City for compliance. The Contractor shall reimburse the City for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Preliminary Field Tests of Equipment

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the preliminary field tests as applicable.

D. Final Field Tests

1. Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the City. The Furnishing Supplier shall assist in the final field tests as applicable.

1.5 TEMPORARY STRUCTURES

A. Responsibility for Temporary Structures

1. In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the City, and City's Sub-consultants from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

B. Temporary Fences

1. If, during the course of the work, it is necessary to remove or disturb any



fence or part thereof, the Contractor shall, at his own expense, if so approved by the City, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced at the Contractor's cost and risk. The City shall approve the material to replace the permanent fence.

1.6 SAFETY

A. Accident Prevention

1. The Contractor shall be solely responsible for the condition of the project site, including safety of all persons and property during performance of the Work in accordance with the Contract Documents. Precautions shall be exercised for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91 596), and under Section 107 of the contract Work Hours and Safety Standards Act (PL 54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.

B. First Aid

1. The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when people are employed on the work.

1.7 LINES AND GRADES

A. Grade

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as approved by the City. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

B. Safeguarding Marks

1. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.
3. Stationing needs to be maintained at all times.

## 1.8 ADJACENT STRUCTURES AND LANDSCAPING

### A. Responsibility

1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work, except as specifically described in the Plans and Specifications. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion to avoid interference with the work, payment therefor will be made as provided for in the General Conditions.
2. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.
3. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the City. This does not preclude the Contractor of conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be submitted to the City.
4. Prior to the beginning of any excavations, the Contractor shall advise the Engineer and City of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs within the limits of clearing which are to be preserved shall be adequately protected by the Contractor in accordance with City of North Port regulations. No excavated materials shall be placed within the dripline of any tree or shrub, so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced in accordance with City of North Port regulations by him with new stock of similar size and age, at proper season and at the sole expense of the Contractor, and maintained until established.

C. Restoration of Fences

1. Unless otherwise shown on the Drawings, any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the City. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore. Private fences removed from within the Right-of-Way shall be replaced as described above at the Right-of-Way line.

1.9 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

1. During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents. The Contractor shall provide suitable barricades, lights, "danger" or "caution" signs at all places where the work causes obstructions or constitutes in any way a hazard to the plant personnel in accordance with state and local requirements.

B. Smoke Prevention

1. A strict compliance with ordinances regulating the production and emission of smoke will be required. No open fires will be permitted.

C. Noise

1. The Contractor shall eliminate noise to as great an extent as practicable

at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

2. Except in the event of an emergency, work shall be done within the regular working hours specified in the General and Supplementary Conditions. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the City shall be obtained before starting such items of the work.
3. Methods, Equipment, and Materials Description Plan: Prior to mobilization, the Contractor shall submit detailed description of methods, equipment, and materials to be used for the project.
4. Descriptions of equipment shall include Manufacturers' specifications, calibrations, appropriate drawing, photographs, and descriptions of any modifications since manufacture. This plan shall also include the Contractor's means for complying with all local noise ordinances and project specific noise requirements, including sound attenuation as necessary (City of North Port Administrative Code, Chapter 46, Article II, Division 2). The Contractor will not be allowed to mobilize until the Engineer and City approve the plan.
5. Once equipment is mobilized to the site and prior to start of work, the Contractor will be responsible for establishing a noise recording device at the closest property line to monitor noise levels and confirm that the noise levels established for the project are not exceeded. A copy of the noise ordinance is attached.

D. Access to Public Services

1. Neither the materials excavated nor the materials or plants used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes, or access required by emergency vehicles and/or personnel. During the project access to residences and mailboxes shall be maintained at all times, deliveries and medical supplies etc. shall not be obstructed.

E. Dust Prevention

1. The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the City and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

#### 1.11 CLEANING

A. During Construction

1. During construction of the work, the Contractor shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the City, such material, debris, or rubbish constitutes a nuisance or is objectionable.
2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.
3. The Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.

B. Final Cleaning

1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.
2. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

#### 1.12 MISCELLANEOUS

A. Handling of Salty Water, Drilling Fluids and Drill Cutting

1. Due precautions should be taken to prevent spills; any spillage of fluids shall be returned to the closed circulation system.
2. In the event of any incidents occurring during construction activities (e.g. on-site spills, large volumes of circulation losses, etc.) the Contractor shall inform the City within one (1) hour so that the FDEP and other applicable agencies may be notified.

B. Protection of Waters

1. The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in waters as defined by the Florida Department of Environmental Protection, Southwest Florida Water Management District, Environmental Protection Commission, or United States Army Corps of Engineers.

C. Existing Facilities

1. The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in these Specifications.

D. Use of Chemicals

1. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA, NSF or USDA.

E. Cooperation with Other Contractors and Forces

1. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the City to work in or about the site. The City reserves the right to put such other contractors to work and to afford such access to the site of the work to be performed hereunder at such times as the City deems proper. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible. Contractor shall allow access through the project site by other contractors employed by the City.

F. Temporary Utilities

1. Where water is required, purchase it from the City. A meter will be installed on a fire hydrant, location to be determined by the Contractor and coordinated with the City. The Contractor shall pay all fees and water usage charges.
2. Light and Power: Provide without additional cost to the City temporary lighting and power facilities required for the proper construction and inspection of the Work. If, in the City's opinion, these facilities are inadequate, do NOT proceed with any portion of the Work affected

thereby. Maintain temporary lighting and power until the Work is accepted.

3. Sanitary Facilities: Provide sufficient sanitary facilities for construction personnel. Prohibit and prevent nuisances on the site of the Work or on adjoining property. Discharge any employee who violates this rule. Abide by all environmental regulations or laws applicable to the Work.

G. Valves

1. City will operate all valves for shutdowns (including emergency shut downs) for the duration of the project. Contractor must provide a schedule for valve operation and shut downs a minimum of ten (10) days prior to the request for the isolation and/or shut down.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION