

SPECIFICATIONS & CONTRACT DOCUMENTS

FOR THE
**PANAMA CITY BEACH
PCB21-23 ITB CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION**

PREPARED FOR



CITY OF PANAMA CITY BEACH, FLORIDA

MARK SHELDON, MAYOR
PAUL CASTO, COUNCIL MEMBER, WARD 1
PHIL CHESTER, COUNCIL MEMBER, WARD 2
GEOFF MCCONNELL, COUNCIL MEMBER, WARD 3
MICHAEL JARMAN, COUNCIL MEMBER, WARD 4
DREW WHITMAN, CITY MANAGER

PROJECT NO. 21-007

JULY 2021



**CITY OF PANAMA CITY BEACH
PCB21-23 ITB CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION**

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SECTION 00010
ADVERTISEMENT FOR BIDS
INVITATION TO RECEIVE SEALED BIDS

**PCB21-23 ITB CRA CROSSWALKS SIGN & PAVEMENT MARKINGS
REHABILITATION**

This project includes the rehabilitation of signs and pavement markings at 11 crosswalk locations within Panama City Beach's Front Beach Road CRA limits. The Contractor shall provide all materials, equipment and labor to complete the project.

Plans and specifications will be available on July 28, 2021 and can be obtained through DemandStar at www.DemandStar.com, the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> or by **contacting the Purchasing Manager at (850) 233-5100 ext. 2332 or email: purchasing@pcbfl.gov**. Plans and Specifications will be made available by download on OneDrive Cloud Storage website at no cost.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

Bids will be received until 2:00 P.M. **Central Time**, September 6, 2021, at **City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida** and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked **PCB21-23 ITB CRA Crosswalks Sign and Pavement Markings Rehabilitation**.

A Bid Bond in the amount of 5% of the total amount of the Bid shall accompany the Bid. The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 60 days after opening.

All Bidders shall be Florida Department of Transportation prequalified and must include with their bid proposal proof of prequalification together with a copy of their Certification of Current Capacity (Form 375-020-22) and Status of Contracts on Hand (Form 375-020-21).

The City shall award the contract to the lowest fully responsive and responsible bidder; provided, that the City Council may award the contract to a bidder other than the lowest bidder should it find the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council shall state the reasons upon which such award was made.

PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

A mandatory Pre-Bid meeting will be held at **2:30 P.M. CDT, August 18, 2021**, in the Panama City Beach Council Chamber, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. While in person attendance is encouraged, virtual meeting access will be provided upon request. Point of Contact will be David Campbell at (850) 233-5054 ext:2401 or Email david.campbell@pcbfl.gov. Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

Advertisement Dates: August 4, 2021, and August 18, 2021.

Notice to Publisher – Please forward the original “Proof of Publication” and the invoice to:
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

[END OF SECTION 00010]

SECTION 00020

INFORMATION FOR BIDDERS

BIDS will be received by City of Panama City Beach City (herein called the "OWNER"), at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, until 2:00 P.M. CDT, September 6, 2021, then opened and read publicly promptly thereafter.

The City of Panama City Beach (hereinafter referred to as "City") is requesting sealed Bids for CRA Crosswalks Sign and Pavement Markings Rehabilitation. The contractor will furnish all the necessary labor, supervision, equipment, and materials needed in accordance with requirements described in Bid documents.

Each BID must be submitted in a sealed envelope addressed to City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Each sealed envelope containing a BID must be plainly marked on the outside with the BID name **PCB21-23 ITB ROAD CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION** and the envelope should bear on the outside the BIDDER'S name, address and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER - City of Panama City Beach, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, and indicate the name of the project for which the bid is submitted.

Bid Documents may be downloaded online at www.demandstar.com , the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> or by contacting the Purchasing Manager at purchasing@pcbfl.gov starting on **July 28, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one paper copy along with an electronic copy (CD or USB flash drive) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB21-23 ITB CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. **Two Bid Responses (one (1) original and one (1) copy are required.**

A complete BID response shall consist of:

1. An executed Bid Proposal Form – Section 00030
2. The required Bid Bond – Section 00040
3. An executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 00095
4. An executed Trench Safety Act Compliance Document– Section 00096
5. An executed Public Entity Crimes Statement – Section 00097
6. An executed copy of the Sales Tax Exemption Addendum – Section 000808
7. Copies of all Addenda signed by Bidder evidencing receipt
8. Certification of Current Capacity (Form 375-020-22)
9. Status of Contracts on Hand (Form 375-020-21)
10. Proof of FDOT Pre-Qualification
11. Section 00098
 - E-Verify
 - Non-Collusion
 - Conflict of Interest
12. Questionnaire – Appendix F

Bidders submitting Electronic Bids must submit all the required documents with Bid and it will only be accepted when submitted through the DemandStar's Bid portal. Emailed or facsimile (fax) submissions will not be accepted.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn by the BIDDER prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the apparent successful BIDDER.

This is a Lump Sum Contract. BIDDERS must satisfy themselves of the accuracy of any estimated quantities in the BID Schedules or Contract Documents by examination of the site and a review of the drawings and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. **The Contractor is encouraged to visit the entire site before submitting a BID.**

The OWNER shall provide to BIDDERS prior to BIDDING, information which is pertinent to, and delineates and describes, the land upon which the WORK is to be performed, including its ownership and rights-of-way acquired or to be acquired.

If necessary, ADDENDA will be issued to the Contract Documents. The BIDDERS must submit all questions, if any, in writing at least seven (7) days prior to the BID date.

The CONTRACT DOCUMENTS contain the provisions required for construction of the WORK. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the successful BIDDER or relieve the successful BIDDER from fulfilling all of their obligations under the contract.

No Bid shall be considered or accepted unless at the time the Bid is submitted to OWNER the same shall be accompanied by a cashier's check, a cash bond posted with the City Clerk, a certified check payable to Owner on some bank or trust company located in the State of Florida insured by the Federal Deposit Insurance Corporation, or Bid Bond, in an amount not less than 5% of **the bidder's maximum possible award (base bid plus all add alternates)** (collectively referred to herein as the "Bid Deposit"). The Bid Deposit shall be retained by Owner as liquidated damages if the successful Bidder fails to execute and deliver to Owner the unaltered Agreement or fails to deliver the required Performance and Payment Bonds or Certificates of Insurance, all within ten (10) calendar days after receipt of the Notice of Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to Owner upon said bond.

A PERFORMANCE BOND and a PAYMENT BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to obtain the required insurance, PAYMENT BOND and PERFORMANCE BOND, execute the AGREEMENT and deliver to OWNER said executed AGREEMENT together with the required Certificate of Insurance and the PERFORMANCE BOND and PAYMENT BOND, within ten (10) calendar days after the date the NOTICE OF AWARD is delivered to the BIDDER; the required forms for such AGREEMENT being set forth in Section 00050, the required form for the PERFORMANCE BOND being set forth in Section 00060, the required form for the PAYMENT BOND being set forth in Section 00070 and the required form for the Certificate of Insurance being set forth in Section 00099 and the Sales Tax Exemption Form, Section 00808.. In case of failure of the successful BIDDER to execute and deliver to OWNER, within said ten (10) day period the required AGREEMENT, together with the required Certificates of Insurance, PERFORMANCE BOND and PAYMENT BOND, the OWNER may consider the BIDDER in default, in which case the entire amount accompanying the BID shall be paid to the OWNER.

If the OWNER intends to accept the successful BIDDER'S BID and enter into the contract with them, the OWNER, within thirty (30) days (or such longer period of time the OWNER

and successful BIDDER may mutually agree to in writing) of receipt of an acceptable PERFORMANCE BOND, PAYMENT BOND, Certificate(s) of Insurance, and AGREEMENT signed by the successful BIDDER to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. BIDDER acknowledges and agrees that unless and until the OWNER executes the AGREEMENT and returns the executed copy to the BIDDER, no contract or agreement between the OWNER and BIDDER shall exist. Should the OWNER not execute the AGREEMENT within such period, the BIDDER shall provide OWNER an additional seven days written notice of BIDDER'S intent to withdraw its signed copy of the AGREEMENT. If OWNER fails to execute the AGREEMENT within such seven days, the AGREEMENT shall be deemed withdrawn and BIDDER shall be released from its BID as of the date of the written notice.

All Bidders shall be Florida Department of Transportation prequalified and must include with their bid proposal a copy of their Certification of Current Capacity (Form 375-020-22) and Status of Contracts on Hand (Form 375-020-21).

The OWNER or its agents may make such investigations as deemed necessary to determine the ability of each BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER and its agents all such information and data for this purpose as the OWNER or its agents may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID may be rejected by OWNER.

The OWNER shall award the Contract to the lowest responsive and responsible BIDDER as determined by OWNER; provided, however, OWNER reserves the right to award the Contract to a BIDDER who is not the lowest BIDDER should it find the lowest BIDDER does not offer the reliability, quality of service, or product afforded by such other BIDDER. In the event OWNER awards the Contract to a BIDDER other than the lowest BIDDER, OWNER shall state the reasons upon which the award is being made.

Each BIDDER may attach to its BID any information or documentation it believes is relevant to addressing the factors of reliability, quality of service and product, as such factors pertain to the WORK to be provided under the AGREEMENT to be awarded pursuant to this Information for Bidders. Any such information or documentation is to consist of no more than 12 pages, single sided, each page no larger than 8" x 11". OWNER reserves the right, either before or after BID opening, but prior to contract award, to request from any BIDDER such information or documentation addressing the factors of reliability, quality of service or product, as OWNER may determine is reasonably necessary.

Further, each BIDDER by submitting its BID is deemed to have authorized OWNER to conduct such investigations as OWNER may determine are reasonably necessary. OWNER may rely upon any such information or documentation provided by a BIDDER, and by submitting any such information or documentation, upon request from OWNER, the BIDDER will be deemed to have certified and warranted to OWNER the accuracy and correctness of any such information and documentation. Further, OWNER also may rely upon its own investigations or its own records and knowledge concerning the BIDDER, including the BIDDER's personnel, work product and prior work history. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the WORK shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the AGREEMENT, PLANS, SPECIFICATIONS, and other CONTRACT DOCUMENTS, prior to submitting their BID. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS or any Supplemental Conditions.

The successful BIDDER of each contract shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Each BIDDER shall provide a separate line item in their BID identifying the cost of compliance with the applicable trench safety standards set forth in the Trench Safety Act.

END OF SECTION 00020

SECTION 00030

BID PROPOSAL FORM

This proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____ (a corporation, a partnership or an individual), whose Florida contractor's license number is _____ is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the PCB21-23 ITB CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 90 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$1,170.00_ for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. _____

Addendum No. _____

Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum:_____.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

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PCB21-23 ITB
 CRA CROSSWALKS SIGN & PAVEMENT MARKINGS
 REHABILITATION

A. SIGNING & MARKING – BID SCHEDULE

ITEM DESCRIPTION			UNIT	PLAN QUANTITY	ITEM COST	TOTAL
SIGNING & MARKING (INCLUDING BUT NOT LIMITED TO:)						
1	0101-1	MOBILIZATION (15%)	LS	1		
2	0102-1	MAINTENANCE OF TRAFFIC (15%)	LS	1		
3	0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	8		
4	0527-2	DETECTABLE WARNINGS	SF	236		
5	0581-1-1	RELOCATE TREES AND PALMS, PALM, <14' OF CLEAR TRUNK	EA	3		
6	0654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL – SOLAR POWERED, COMPLETE SIGN ASSEMBLY – SINGLE DIRECTION	EA	17		
7	0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	27		
8	0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1		
9	0700-1-60	SINGLE POST SIGN, REMOVE	AS	17		
10	0700-15-1	IN-STREET SIGN, FURNISH AND INSTALL – FIXED BASED CONNECTION	AS	1		
11	0700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	1		
12	0706-1-1	RETRO-REFLECTIVE PAV. MARKERS – TOTAL	EA	74		
13	0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1		
14	0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALKS	LF	1045		
15	0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	430		
16	0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	60		
17	0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	598		
18	0711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	0.077		
19	0711-11-17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS – SURFACE TO REMAIN	SF	1681		
20	*	METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS FOR SPECIAL EMPHASIS CROSSWALKS	SF	1538		
SIGNING & MARKING SUB-TOTAL:						

PCB21-23 ITB
 CRA CROSSWALKS SIGN & PAVEMENT MARKINGS
 REHABILITATION

B. ADD ALTERNATE – BID SCHEDULE

ITEM DESCRIPTION		UNIT	PLAN QUANTITY	ITEM COST	TOTAL
SIGNING & MARKING (INCLUDING BUT NOT LIMITED TO:)					
ADD ALTERNATE (MMA)					
1	*	METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS FOR SPECIAL EMPHASIS CROSSWALKS	SF	3752	
DEDUCT ALTERNATE (SPECIAL EMPHASIS CROSSWALK)					
2	0711-14- 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	598	
ADD ALTERNATE (MMA) SUB-TOTAL:					
DEDUCT ALTERNATE (SPECIAL EMPHASIS CROSSWALK) SUB-TOTAL:					
ADD ALTERNATE TOTAL:					

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER intends to utilize the Sales Tax Exemption Addendum (Section 000808) for material for this project.
2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.
5. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non- responsive.**
6. By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits

whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. A copy of the executed Bid Proposal Form – Section 00030
2. The required Bid Bond – Section 00040
3. Preference To Businesses With Drug-Free Workplace Programs – Section 0095
4. An executed copy of the Public Entity Crimes Statement – Section 00097
5. An executed copy of the Sales Tax Exemption Addendum – Section 000808
6. Copies of all Addenda signed by Bidder evidencing receipt.
7. Certification of Current Capacity (Form 375-020-22)
8. Status of Contracts on Hand (Form 375-020-21)
9. Proof of FDOT Pre-Qualification
10. Questionnaire
11. E-Verify Form
12. Conflict of Interest Form
13. Non-Collusion Affidavit

PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS
REHABILITATION

CONTRACTOR:

Address

Phone Number

Date

[END OF SECTION 00030]

SECTION 00040

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and _____,

as Surety, are hereby held and firmly bound unto the City of Panama City Beach, as OWNER, in the penal sum of _____

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this ____ day of _____, 20____.

The Condition of the above obligation is such that whereas the principal has submitted to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the **PCB21-23 ITB CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION**

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificates(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of **\$ 1,170.00** noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may have to accept said BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

[END OF SECTION 00040]

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called
"OWNER") and _____, doing business as
a _____ (an individual), or (a partnership), or (a
corporation), having a business address of _____

_____ (hereinafter called "CONTRACTOR") , for
the performance of the Work (as those terms is defined below) in connection with the
construction of **PCB21-23 CRA CROSSWALKS SIGN & PAVEMENT MARKINGS
REHABILITATION** ("Project"), to be located in Panama City Beach, Florida , in
accordance with the Drawings and Specifications prepared by **Gortemoller Engineering,
Inc.**, the Engineer of Record (hereinafter called "Engineer") and all other Contract
Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as
follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor,
equipment, tools, material, and supplies to properly and efficiently perform all
of the work required under the Contract Documents and shall be solely
responsible for the payment of all taxes, permits and license fees, labor
fringe benefits, insurance and bond premiums, and all other expenses and
costs required to complete such work in accordance with this Agreement
(collectively the "Work"). CONTRACTOR'S employees and personnel shall
be qualified and experienced to perform the portions of the Work to which
they have been assigned. In performing the Work hereunder,
CONTRACTOR shall be an independent contractor, maintaining control over
and having sole responsibility for CONTRACTOR'S employees and other
personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-

contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 90 days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents (“Contract Time”). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,170 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$_____ as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents (“Contract Price”).

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00801	SUBMISSION OF WORK SCHEDULE
Section 00802	CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS

Section 00803	CONTRACT CLAIMS AND CHANGES
Section 00805	PROJECT REPRESENTATIVE
Section 00808	SALES TAX EXEMPTION ADDENDUM
Appendix F	Other Required Documents

DRAWINGS prepared by Gortemoller Engineering, Inc.

SPECIFICATIONS prepared or issued by Gortemoller Engineering, Inc.
dated June 2021.

ADDENDA

No. _____, dated _____, _____

No. _____, dated _____, _____

No. _____, dated _____, _____

No. _____, dated _____, _____

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing

and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413
ATTENTION: _____
Drew Whitman, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

ATTENTION: _____
Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

- 10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract

Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and

agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Gortemoller Engineering, Inc., Blake R. Furbee, P.E., Project Manager.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 14 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect,

incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate

\$1,000,000	Limit Disease Each Employee
-------------	-----------------------------

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the “X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Occurrence, and	Limit Each
	\$2,000,000	Aggregate Limit	

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER’S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use

of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
---------------------------------	---

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$10,000,000, each occurrence and aggregate as required by OWNER.

PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: Drew Whitman
(Please type)

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

TITLE: _____

ADDRESS: _____

[END OF SECTION 00050]

SECTION 00060

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach

(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____
_____ Dollars (\$_____) in lawful money of the United States, for payment
of which, we bind ourselves, our heirs, personal representatives, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the Principal performs its duties,
all the undertakings, covenants, terms, and conditions of that certain Contract between
the Principal and the OWNER, dated the _____ day of _____,
20__, a copy of which is hereto attached and made a part hereof for the construction of:

**FRONT BEACH ROAD CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION**

“PROJECT NAME(s)”

during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the rights of OWNER hereunder. The OWNER is the only beneficiary hereunder.

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PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

BY _____

Attorney-In-Fact

(Address)

(Address)

PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

NOTE: Date of BOND must not be prior to date of Contract.
Contractor's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

[END OF SECTION 00060]

SECTION 00070
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach
(Name of Owner)

17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL properly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the WORK provided for under that certain contract between the Principal and the OWNER, dated the ____ day of _____, 20_, a copy of which is hereto attached and made a part hereof for the construction of :

PCB21-23 ITB

CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION

“PROJECT NAME(s)”

and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR or SUPPLIER of any tier, and to any construction lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, every suit instituted upon the BOND shall be brought in a court of competent jurisdiction for the county or circuit in which the Contract was to be performed. Owner shall not be joined as a party in any such suit. The notice and time limits of Section 255.05, Florida Statutes, are incorporated herein.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the CONTRACT DOCUMENTS shall include any change, alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the rights of the OWNER hereunder.

PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness as to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. Contractor's Surety shall use this form along with their personal documentation.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

[END OF SECTION 00070]

PANAMA CITY BEACH – FRONT BEACH ROAD CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

SECTION 00080

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

**PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION**

The City of Panama City Beach (“City”) has considered the BID submitted by you for the above-described Project in response to its Advertisement for Bids dated _____ **2021**_____, and associated Information for Bidders.

You are hereby notified that your Bid in the amount of \$_____ has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance and Bonds, within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 20____.

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PANAMA CITY BEACH – FRONT BEACH ROAD CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

CITY OF PANAMA CITY BEACH

Owner

By _____

Name: Drew Whitman

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF SECTION 00080]

SECTION 00090

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION:

**FRONT BEACH ROAD CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to substantially complete the WORK within **90** consecutive calendar days thereafter. The date of Substantial Completion is therefore _____, 20_. You are to achieve Final Completion within 30 days of achieving Substantial Completion. You must return and acknowledge a copy of this Notice to Proceed to the City within five (5) calendar days of your receipt of this Notice.

CITY OF PANAMA CITY BEACH

By: _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____
(Company Name)

This the _____ day of _____, 20__

(Signature)

(Type or Print Name)

(Title)

[END OF SECTION 00090]

SECTION 00095

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES
WITH DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PROJECT, a bid received from a BIDDER 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 a controlled substance 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' 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 paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not 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 is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

BIDDER SIGNATURE

[END OF SECTION 00095]

SECTION 00097

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND
SUBMITTED WITH THE BID

1. This sworn statement is submitted to _____
by _____
For _____
Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:
(a.) A predecessor or successor of a person convicted of a public entity crime, or

- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____ Neither the person submitting this sworn statement nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this

sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB21-23 ITB CRA CROSSWALKS REHABILITATION OF SIGNING
AND PAVEMENT MARKING
PROJECT NO. 21-007

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally, known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

[END OF SECTION 00097]

SECTION 00098
Other Required Forms
AFFIDAVIT AS TO NON-COLLUSION

**(These forms must be completed and included in in the Proposal Submittal,
or the Response will be determined to be Non-Responsive)**

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

_____ being, first duly sworn, deposes and says that he is _____ of _____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF _____

COUNTY OF _____

My Commission Expires: _____

NOTARY SEAL ABOVE

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Notary Public

Printed Name

CONFLICT/Non-CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

SECTION 00099 CERTIFICATE OF INSURANCE

City of Panama City Beach, Florida

Instructions to Agents on Completing the City Certificate of Insurance

The Florida Department of Insurance has approved the general form and substance of the City's Certificate of Insurance form for use in the State of Florida.

In order to prevent unnecessary, follow up work on the Certificate or delay in the start of your insured's active under its contract with the City, please follow these instructions:

1. Complete the City's Certificate of Insurance as required in your insured's contract with the City
2. Show the full name of your insured as shown in its contract with the City
3. Show the full names of the Insurance companies providing coverages
4. Under the General Liability section, show the coverages applicable by checking the appropriate boxes.
5. If required in your insured's contract with the City, the Specific General Aggregate Limit for the Certificate holder's project or locations must be included in the Commercial General Liability Policy and must be shown with a description of the project or location on the line beginning near the bottom of the Certificate titled "Specific Aggregate Liability".
6. Automobile Liability Coverage should be shown as applicable to "any auto" and "hired and non-owned autos" by checking the appropriate boxes
7. Indicate whether the Excess Liability is written on a "Claims Made" or "occurrence" form. If employers' Liability Coverage is not included, please indicate.
8. Included a brief description of the contract involving your Insured in the space provided under the Description of Operations
9. The liability policies must include the City of Panama City Beach as additional Insured
10. Complete the signature section, showing the mailing address, telephone number and fax number of the Authorized Representative's name under the signature. Facsimile signature is not acceptable, a manual signature of the Authorized Representative is required
11. If time is of the essence in submitting this document, you may send a facsimile transmittal; however, you must provide a cover sheet for the document stating the Agent's signature was manually provided and not a "stamped signature and you must follow-up by mailing the original document back to the Department indicated in the lower left corner of the Certificate.

CERTIFICATE OF INSURANCE

00099-01

CERTIFICATE OF INSURANCE

PCB21-23 ITB CRA CROSSWALKS REHABILITATION OF SIGNING AND
 PAVEMENT MARKING
 PROJECT NO. 21-007

Example

Certificate of Insurance

In consideration of the premiums charged for the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
	COMPANY LETTER A
NAME AND ADDRESS OF INSURED	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancelled, non-renewed or reduced in coverage (except in the application of the aggregate liability limits provision) until after 30 days written notice of such action has been delivered to the certificate holder at its address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder or any self insurance thereof, with respect to the activities of the insured named above.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> X.C.U. COVERAGES <input type="checkbox"/> _____ <input type="checkbox"/> _____				GENERAL AGGREGATE	\$
					PRODUCT COMP. OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (ANY ONE PERSON)	\$
					SPECIFIC AGGREGATES *(SEE BELOW)	\$ AS ABOVE
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				BODILY INJURY (EACH PERSON)	\$
					BODILY INJURY (EACH ACCIDENT)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
	WORKER'S COMPENSATION and EMPLOYER'S LIABILITY				STATUTORY	\$
					(EACH ACCIDENT)	\$
					(DISEASE POLICY LIMIT)	\$
					(DISEASE EACH EMPLOYEE)	\$
	OTHER					

The City of Panama City Beach is included as an additional insured as respects the General, Automobile, and Excess Liability Policies described herein.

DESCRIPTION OF OPERATIONS/VEHICLE/SPECIAL ITEMS:

*SPECIFIC AGGREGATE LIABILITY LIMITS APPLY TO:

NAME AND ADDRESS OF CERTIFICATE HOLDER CITY OF PANAMA CITY BEACH Address: 110 S. Arnold Road Panama City Beach, FL 32413 PHONE: (850) 233-5100 FAX: (850) 233-5108	Date issued:
	Authorized Representative:
	(Original Signature Required)
	(Print/Type Name)
	Address:
Telephone #	FAX #

DA 311 (8/96)

THIS IS NOT AN ACORD FORM

SECTION 00100

GENERAL CONDITIONS

- | | | | |
|-----|---|-----|---|
| 1. | Definitions | 25. | Engineer's Authority |
| 2. | Additional Instructions
and Detail Drawings | 26. | Land and Right-of-Ways |
| 3. | Schedules, Reports and
Records | 27. | Guarantee |
| 4. | Intent of the Contract
Documents, Drawings and
Specifications | 28. | Claims and Disputes |
| 5. | Shop Drawings | 29. | Taxes |
| 6. | Materials, Services, and
Facilities | 30. | Contract Time, Schedule of the Work,
and Time Extensions |
| 7. | Inspection and Testing | 31. | Use of Site |
| 8. | Substitutions | 32. | Temporary Facilities |
| 9. | Patents | 33. | Clean Up and Disposal of Waste
Materials |
| 10. | Surveys, Permits,
Regulations, and Project
Layout | 34. | Warranty of Title |
| 11. | Protection of Work,
Property, Persons | 35. | Ownership of Hidden Valuable Materials |
| 12. | Supervision by Contractor | 36. | As-Built Plans and Documents to be
kept at the Site |
| 13. | Changes in the Work | 37. | Silence of Specifications |
| 14. | Changes in Contract Price | 38. | Gratuities |
| 15. | Time for Completion and
Liquidated Damages | 39. | Audit and Access to Records |
| 16. | Correction of Defective Work | 40. | Equal Opportunity Requirements |
| 17. | Suspension of Work,
Termination, and Delay | 41. | Changed Conditions |
| 18. | Payments to Contractor | 42. | Compliance with Laws |
| 19. | Acceptance of Final
Payment as Release | 43. | Public Entity Crimes |
| 20. | Contract Security | 44. | Insurance Requirements |
| 21. | Assignments | | |
| 22. | Indemnification | | |
| 23. | Separate Contracts | | |
| 24. | Subcontracting | | |

1.0 DEFINITIONS

- 1.1 Unless otherwise expressly noted, wherever used in the Contract Documents the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments, issued by Owner or Engineer prior to the execution of the Agreement, which modify or interpret any of the Contract Documents by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any person, firm, or corporation submitting a Bid for the Work.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments or surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the Contractor issued in accordance with the procedures set forth in the Contract Documents, authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONSTRUCTION CHANGE DIRECTIVE – A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.
- 1.8 CONTRACT DOCUMENTS – Collectively the Agreement, Proposal Form, Payment Bond, Performance Bond, General Conditions, Supplemental Conditions, if any, Notice of Award, Notice to Proceed, Drug Free Workplace Program Statement, Trench Safety Act Certificate of Compliance, Public Entity Crimes Statement, Sales Tax Exemption Addendum, Certificate of Insurance, Release and Affidavit from Contractor, Release and Affidavit from Subcontractor, Application and Certificate for Payment, Certificate of Substantial Completion, Contract Change Order(s), Construction Change Directives, Field Orders, Drawings, Specifications and Addenda. The Contract Documents are sometimes referred to herein as the Agreement.

PCB21-23 ITB
CRA CROSSWALKS SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT NO. 21-007

- 1.9 CONTRACT PRICE - The total compensation payable by Owner to Contractor under the terms and conditions of the Contract Documents.
- 1.10 CONTRACT TIME - The total period of time beginning with the date of commencement of the Work as authorized by the City and ending on the required date for Substantial Completion of the Work. The Contract Time is set forth with more specificity in Section 2 of the Agreement.
- 1.11 CONTRACTOR - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 1.12 CITY or OWNER – The City of Panama City Beach, Florida, acting through its City Council and Charter Officers.
- 1.13 DRAWINGS - The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.14 ENGINEER - The person, firm or corporation named as such in the Agreement.
- 1.15 FIELD ORDER - A written order effecting a clarification or change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by Engineer or Owner to Contractor during construction.
- 1.16 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.
- 1.17 NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing it to proceed with the Work and establishing the date for commencement of the Work.
- 1.18 OWNER - Same as CITY; same as City of Panama City Beach, Florida.
- 1.19 PROJECT – The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors and is formally known as the Front Beach Road CRA Crosswalks Sign & Pavement Markings Rehabilitation.
- 1.20 PROJECT ADMINISTRATION MANUAL (sometimes referred to herein as the "MANUAL") – The City's manual of forms and standard administrative

procedures regarding project administration. Contractor acknowledges and agrees it has received a copy of the current Manual and shall incorporate any modifications or updates issued by the City into its copy of the Manual to ensure the Manual is kept up to date.

- 1.21 PROJECT REPRESENTATIVE -The Project Representative shall be the City's representative with respect to the Project and may be a City employee or an outside consultant. The Project Representative shall have authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by the City, the Project Representative is not authorized on behalf of the City to issue any verbal or written orders or instructions to Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Contractor as set forth in the Contract Document; (2) the time within which Contractor is obligated to complete the Work; or (3) the amount of compensation the City is obligated or committed to pay Contractor as set forth in the Contract Documents.
- 1.22 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.23 SPECIFICATIONS - The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.24 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.25 SUBSTANTIAL COMPLETION - That date certified by the Engineer when the Work or an Owner specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or the Owner specified part thereof can be utilized by Owner for the purposes for which it is intended.
- 1.26 SUPPLEMENTAL CONDITIONS - Modifications to the General Conditions required by Owner, set forth in the Section 00800 series of documents.
- 1.27 SUPPLIER - Any person or organization who supplies materials or equipment

for the Work for or on behalf of Contractor, including those fabricated to a special design, but who does not perform labor at the site.

1.28 WORK - The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2.0 ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

2.1 From time to time, Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to permit Contractor to carry out the Work required by the Contract Documents.

2.2 Any such additional drawings and instructions supplied to Contractor shall be issued as a Field Order. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3.0 SCHEDULES, REPORTS AND RECORDS

3.1 The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Contractor shall prepare and provide its construction progress schedule ("Construction Schedule") prior to submitting its first Application for Payment, showing the order in which the Contractor proposes to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable, the dates at which special drawings will be required and dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. Further, the Construction Schedule shall not only include the overall progress schedule for the Work to be provided by Contractor hereunder, but also shall include reasonable time periods for Engineer's performance, as accepted by Engineer. The Construction Schedule and any other schedules required by the City hereunder shall be updated monthly. The Construction Schedule and all updates to it shall not exceed the time periods established in the Contract Documents and shall be subject to the City's and Engineer's review and comment. Contractor's submittal of a satisfactory Construction Schedule and updates thereto and the City's acceptance of same shall be a condition precedent to the City's obligation to pay Contractor; provided, however, the acceptance of any such schedule or update by Owner shall not

be deemed an admission by Owner that such schedule or update is reasonable, accurate or correct.

3.3 The Contractor shall also submit a schedule of payments, for Owner's review and approval that the Contractor anticipates will be earned during the course of the Work.

4.0 INTENT OF THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS

4.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the Agreement has been executed by the parties, a Change Order shall be issued equitably adjusting the Contract Price and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Price.

4.2 Contractor shall perform the Work consistent with the intent of the Drawings, Specifications, and other Contract Documents, and Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental items necessary to complete the Work in an acceptable manner, ready for use, occupancy or operation by the City.

4.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the Drawings, Specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more

restrictive or stringent requirement upon Contractor, as determined by the City.

- 4.4 If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, including the Drawings and Specifications, Contractor immediately shall report same to Engineer and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Engineer. Work done by the Contractor after discovery of such conflict, error, or discrepancy without such written interpretation or clarification from Engineer, shall be done at the Contractor's risk. Prior to commencing the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Engineer's and City's attention all conflicts or discrepancies with the Contract Documents. Contractor is solely responsible for verifying all field measurements and conditions.
- 4.5 Contractor shall comply with the City's standard forms and procedures as set forth in the City's Project Administration Manual relating to Project administration. To the extent there is no form or procedure for a particular matter, then Contractor shall comply with the form or procedure reasonably required by the City. Once a standard form has been executed by Contractor and Owner as necessary, the executed copy shall become part of the Contract Documents.
- 5.0 SHOP DRAWINGS
- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. Any shop drawing which deviates from the requirements of the Contract Documents must be first authorized by a Change Order.
- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the

Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6.0 MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the Contract Time.

6.2 Materials and equipment shall be stored by Contractor to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

6.5 Materials, supplies and equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest or lien is retained by the seller.

7.0 INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents or required by applicable governmental law, rule or regulation.

7.2 The City, Engineer, their respective representatives, agents and employees and governmental agencies with jurisdiction over the Project shall have access at all times to the Work whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access, and also for any inspection or testing thereof. Contractor shall provide the City and Engineer with timely prior written notice (at least 48 hours) of the readiness of the Work for all

required inspections, tests or approvals. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, personnel records, material invoices, and other relevant data and records.

- 7.3 The Contractor shall provide at the Contractor's expense all testing and inspection services required by the Contract Documents or any applicable governmental law, rule or regulation. Re-inspection and re-testing fees and costs of all testing failures shall be at the Contractor's expense.
- 7.4 If the Contract Documents or any applicable governmental law, rule, or regulation requires any portion of the Work to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the City and Engineer.
- 7.5 Neither observations by Engineer or the City, nor inspections, tests or approvals by the Engineer or others shall relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 If any Work is covered contrary to the written instruction of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- 7.7 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents or any applicable governmental law, rule or regulation is covered without such inspection, testing or approval having been satisfactorily obtained by Contractor and without obtaining the written concurrence from Engineer, Contractor shall uncover, expose or otherwise make available the Work for such observation, inspection or testing as directed by Engineer, and Contractor shall be responsible for all such costs of uncovering, exposing, observation, inspection, testing, and reconstruction.
- 7.8 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others that was not otherwise required to be tested or inspected by the terms of the Contract Documents or any applicable governmental law, rule or regulation, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of

such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8.0 SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance, quality, and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance, quality and function to that specified, the Engineer may allow its substitution and use by the Contractor. If the Contractor based its bid on "or equal" products and the City and/or Engineer determine that one or more of the Contractor's proposed "or equal" products included in its bid fails to meet the requirements of the Contract Documents, Contractor may be required, at City's sole discretion, to provide products conforming with the requirements of the Contract Documents at no additional cost to the City per the City's direction.

8.2 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall certify that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. Contractor shall also certify that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion of the Work within the Contract Time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. Contractor shall also provide an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the

proposed substitute. Engineer or Owner may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Further, Contractor shall reimburse Owner for the changes of Engineer and Engineer's consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the substitute was undergoing review.

9.0 PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. Provided, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss or claim unless the Contractor promptly gives such information in writing to the Engineer and City.

10.0 SURVEYS, PERMITS, REGULATIONS, AND PROJECT LAYOUT

10.1 The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of benchmarks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batten boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve benchmarks, reference points and stakes. Contractor is solely responsible for maintaining all benchmarks, reference points, and stakes, and is solely responsible for any mistake that may be caused by their loss or disturbance. The Contractor shall be held responsible for all mistakes that may be caused by the loss or disturbance of any such benchmarks, reference points or stakes.

10.3 The Contractor shall engage for the performance of Project layout and control, a Professional Land Surveyor registered in the State of Florida to practice land surveying. Said surveyor must carry Professional Liability Insurance in the amount of at least one million dollars (\$1,000,000) per occurrence. The land surveyor employed for this Project must comply with the Minimum Technical Standards for Surveying and Mapping pursuant to Florida Statute 472.027.

- 10.4 Should the Contractor in the course of its Work find that the points, grades and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, it shall immediately inform the Engineer of the discrepancy between actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the drawings. No claim shall be made by the Contractor against the City for compensation or damage by reasons of failure of the Engineer to represent upon the Drawings points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.
- 10.5 All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise expressly noted in the Contract Documents. These shall include all building permits, burn permits, debris disposal permits, etc. All licenses, easements and variances for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified in the Contract Documents. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and governmental permits and approvals bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and City in writing, and any necessary changes shall be adjusted as provided in Section 13 below.
- 11.0 PROTECTION OF WORK, PROPERTY, AND PERSONS
- 11.1 The Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work whether in storage on or off the Project site. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work and shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work. Contractor's safety plan shall include a hurricane protection plan. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the City has occurred.
- 11.2 The Contractor will comply with all applicable codes, laws, ordinances, rules, regulations and orders of the City and any public body having jurisdiction over the Work, including the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements and all of their safety codes, laws, ordinances, rules and regulations. The Contractor will erect and

maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor will remedy all damage, injury or loss to any property caused by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable.

- 11.3 Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards shall be placed and maintained during progress of construction work and until it is safe for both pedestrians and vehicular traffic. Rules and regulations of local authorities regarding safety provisions shall be observed.
- 11.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or City, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any such emergency and to the extent the emergency was not caused by the fault or neglect of Contractor or anyone for whom Contractor is responsible, a Change Order shall be issued covering the necessary and reasonable changes and deviations involved.
- 11.5 At all times during the performance of the Work at the Project site, Contractor shall have designated, and located on a full-time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Contractor's safety program at the Project site; such individual shall be deemed to be the Contractor's Project Superintendent. However, Contractor may designate by written notice to the City another individual, reasonably acceptable to the City, who shall be Contractor's safety representative at the Project site.
- 11.6 Alcohol, drugs and all illegal substances are strictly prohibited on the Project site and any City property. All employees of Contractor, as well as those of all Subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on the Project site or any City property. Further, employees shall not bring on to the Project site or any City property any gun, rifle or other firearm, or explosives of any kind. Provided, however, to the extent explosives are reasonably required with respect to the performance of the Work, Contractor shall strictly comply with the Contract Documents and any and all rules and regulations of Owner or of any

applicable governmental agency as it relates to the storage, handling and use of such explosives.

12.0 SUPERVISION BY CONTRACTOR

12.1 The Contractor will supervise and direct the Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Project site on a full-time basis a qualified superintendent acceptable to the City. The superintendent and his or her designees shall have full authority to act on behalf of the Contractor and all communications given to the superintendent or his or her designee shall be as binding as if given to the Contractor. The superintendent or his or her designee shall be present on the site at all times when any portion of the Work is being performed to ensure adequate supervision and coordination of the Work.

13.0 CHANGES IN THE WORK

13.1 The City may at any time during the progress of the Work, as the need arises and in its sole discretion, order changes within the general scope of the Work without invalidating the Agreement. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless the City has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon a properly issued Change Order, Construction Change Directive or Field Order. No officer, employee or agent of the City is authorized to direct any extra or changed work without a properly issued Change Order, Construction Change Directive, or Field Order.

13.2 All changes to the Work must be authorized by means of a written Change Order that is mutually agreed to by the City and Contractor or a Construction Change Directive issued by the City, or a Field Order issued by the City or Engineer. If the change is to be accomplished through a Change Order, the Change Order, in the form set forth in the City's Project Administration Manual, shall be prepared by Contractor, reviewed by Engineer and the City, and executed promptly by the parties after an agreement is reached between Contractor and the City concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as the City and Contractor shall mutually agree. The Change Order shall identify the changed work. Also, where the Contract Price is based upon unit prices, a Change Order may be used for work for which quantities have

been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on an executed Change Order before they can be included in a monthly Application for Payment.

- 13.3 To the extent the Contract Price is based on unit prices, the City reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the Work contemplated by this Agreement.
- 13.4 If the City and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the City in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted in the Construction Change Directive as determined by the City. If Contractor disagrees with the City's adjustment determination, Contractor must make a claim strictly in accordance with the terms of the Contract Documents or else be deemed to have waived any claim it might otherwise have had on that matter.
- 13.5 The City shall have the right to conduct an audit of Contractor's books and records, as well as those of its Subcontractors and Suppliers, to verify the accuracy of Contractor's estimates or claims with respect to Contractor's cost and time impacts associated with any Change Order or Construction Change Directive.
- 13.8 The Engineer or City at any time may direct Contractor to make changes to the Work by issuing a Field Order, so long as such changes do not require or result in any adjustment to the Contract Price or Contract Time and are generally within the scope of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer or City unless the Contractor believes that such Field Order entitles the Contractor to a change in the Contract Price or Contract Time, or both. In the event Contractor believes the Field Order requires a change to the Contract Price or Contract Time, it must provide written notice to the Engineer and City within five (5) business days of receipt of the Field Order and before starting with any changed Work. Failure to provide such notice waives Contractor's right to claim such work requires a change in the Contract Price or Contract Time. Once Contractor has provided timely written notice, it shall proceed as directed by City in writing, and thereafter shall file a claim in accordance with the procedures required herein.

14.0 CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order or Construction Change Directive issued in accordance with the terms of the Contract Documents. If the Change Order or Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods: mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or unit prices stated in the Contract Documents or subsequently agreed upon; or cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or on a time and material basis.
- 14.2 In the event the Owner elects to proceed with changed work on a time and material basis, the following provisions shall apply:
- 1421 For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current standard local rate of wages actually paid for every hour that the labor is actually engaged in such changed work, plus the actual cost of social security taxes, unemployment insurance, and workmen's compensation insurance based on the actual wages paid for such labor, to which cost shall be added an amount equal to ten percent (10%) thereof for all overhead and profit (including all general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the changed work).
 - 1422 For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added an amount equal to ten percent (10%) thereof for all overhead and profit.
 - 1423 For any construction equipment or special equipment including fuel and lubricants therefor, required for the economic performance of the changed work, the Engineer shall allow the Contractor a rental price, to be agreed upon in writing before such work is begun, for every hour that such construction equipment or special equipment is actually operated on the work, which rental price shall include all overhead and profit. Such hourly rental price shall not exceed 1/176 part of the monthly rate stated for such equipment in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors.
 - 1424 Subcontractors are subject to the above and the Contractor mark-up for overhead and profit shall not exceed five percent (5%) of the amount due to the Subcontractor.

1425 The Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of all time and material costs, together with appropriate supporting data.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 Time is of the essence in the performance of the Work under this Agreement. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. The required date of commencement of the Work shall be established in the Notice to Proceed to be issued by the City. As noted in the Agreement, Contractor shall commence the Work within ten (10) calendar days after the required date of commencement. Any Work performed by Contractor prior to the required date of commencement shall be at the sole risk of Contractor. The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement of the City and Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party by providing the City written notice of such termination, in which event such termination shall be deemed a termination for convenience of the City as set forth in Section 17.5 below. Provided, however, notwithstanding anything in the Contract Documents to the contrary, in the event of such termination pursuant to this Section 15.1, Contractor acknowledges and agrees that no payments will be due Contractor, nor shall the City make any payments to Contractor for any Work that would have been authorized under the Agreement once executed by both parties.

15.2 The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for Substantial Completion of the Work is a reasonable period of time. The Construction Schedule shall include the date the Work must be substantially completed by Contractor and all interim milestones required by the City. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where the City can occupy or utilize the Work for its intended purpose. The Engineer shall certify the date Substantial Completion of the Work is achieved. If the City has designated portions of the Work to be turned over to the City prior to Substantial Completion of the entire Work as provided in Section 15.3 below, the Engineer shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by the City within 30 calendar days after Substantial Completion of

the Work or thirty (30) days after Contractor's receipt of the punch list, whichever date occurs last.

1521 Once the Contractor believes it has achieved Substantial Completion of the Work, it shall notify the City and Engineer in writing and request a substantial completion inspection. Concurrent with its delivery of such written notice, Contractor shall submit its initial punch list for the City's and Engineer's review. Any Work remaining to be completed or any defective work to be remedied shall be listed on the punch list. Once the substantial completion inspection has been made, Owner and Engineer shall modify the Contractor's initial punch list to include all items to be completed or repaired by Contractor in order to achieve final acceptance of the Work. Thereafter, the Engineer shall provide Contractor a copy of the final punch list. Such final punch list shall be in compliance with the Contract Documents and all applicable laws, including Section 218.735 of the Florida Statutes. Accordingly, if the Contract Price is less than \$10 million, Engineer shall provide the final punch list to Contractor within 30 calendar days after Contractor has achieved Substantial Completion. If the Contract Price is \$10 million or more, Engineer shall provide the final punch list to Contractor within 60 calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under this Contract.

- 15.3 The City may take early occupancy of all or any portions of the Work, at the City's election, by designating in writing to Contractor the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified in the bidding documents issued with respect to this Agreement (as they may have been modified by any applicable Addenda) and such early occupancy adversely impacts Contractor's cost or time of performance, Contractor shall be entitled to an equitable adjustment to the Contract Price and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.
- 15.4 The City and Contractor recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not substantially completed within the Contract Time, as said time may be adjusted as provided for herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Contractor if Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Contractor fail to substantially complete the Work within the Contract Time, the City shall be

entitled to assess, as liquidated damages, but not as a penalty, the amount for liquidated damages as specified in the Agreement for each calendar day thereafter until Substantial Completion is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time.

154.1 In the event the Work is not fully completed within 30 days from the date of Substantial Completion, the City reserves the right to assess against Contractor its actual damages incurred as a result of such delay by Contractor.

16.0 CORRECTION OF DEFECTIVE WORK

16.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the City or Engineer, the Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by the City or Engineer, remove it from the site and replace it with non-defective Work in accordance with the Contract Documents and without additional expense to the City. Further, Contractor shall bear the expense of making good all work of other contractors performing work on the Project destroyed or damaged by such removal or replacement. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the City and Engineer harmless for same. Notwithstanding anything herein to the contrary, the City may determine, at its sole discretion, to accept defective Work. If such determination is rendered prior to final payment, a Change Order or Construction Change Directive shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If the City accepts such defective Work after final payment, Contractor shall promptly pay the City an appropriate amount determined by the City to adequately compensate the City for its acceptance of the defective Work.

16.2 If the Contractor does not take action to correct defective Work or to remove and replace rejected defective Work or if Contractor fails to comply with any of the provisions of the Contract Documents within ten (10) days after receipt of written notice from the City or Engineer, the City may correct and remedy any such deficiency at the expense of the Contractor. To the extent necessary to complete corrective and remedial action, the City may exclude Contractor from

any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the City has paid Contractor, but which are stored elsewhere. Contractor shall allow the City, Engineer and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the City to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the City in exercising such rights and remedies shall be at Contractor's expense, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Price. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

17.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

17.1 The City shall have the right to suspend the Work or any portion thereof for a period of not more than ninety (90) days or such additional time as agreed upon by the Contractor, upon giving Contractor written notice of such suspension to the Contractor. The City or Engineer shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed unless otherwise directed by the City. Provided Contractor strictly complies with the Change Order and Claims procedures set forth in the Contract Documents, Contractor will be entitled to a Change Order adjusting the Contract Price and Contract Time, as provided in the Contract Documents, to the extent attributable to any such suspension, unless said suspension is due to the fault or neglect of Contractor or anyone for whom Contractor is responsible.

17.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor any undisputed amounts within thirty (30) days of its approval, then the Contractor may after ten (10) days from delivery of a written notice to the City and the Engineer and the City's failure to cure such default (or a maximum of sixty (60) days in the event the default cannot reasonably be cured within ten (10) days provided that the City commences to cure within ten (10) days and thereafter

diligently and continuously pursues said cure) terminate the Agreement and recover from the City payment for all Work properly executed and reasonable termination expenses sustained. In addition, and in lieu of terminating the Agreement, if the Engineer has failed to act on a request for payment or if the City has failed to make any payment within the aforesaid thirty (30) day periods, the Contractor may upon ten (10) days written notice to the City and the Engineer stop the Work until paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued adjusting the Contract Price and Contract Time as provided in the Contract Documents.

- 17.3 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Contractor's right to continue to perform under the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or Engineer or as provided for in the approved Construction Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to comply with any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to supply sufficient skilled workmen or suitable materials or equipment; or (11) fails to promptly pay its Subcontractors and Suppliers; or (12) disregards the authority of the City or Engineer; or (12) materially breaches any other provision of the Contract Documents. In rendering its decision as to whether one of the causes under Section 17.3 exist which would permit the City to terminate the Agreement, the City shall be entitled to rely upon the determination of the Engineer concerning such matter.

17.3.1 In such event, and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice to cure any such default (or a maximum of sixty (60) days in the event the default cannot reasonably be cured within ten (10) days provided that Contractor commences to cure within ten (10) days and thereafter diligently and continuously pursues said cure), the City may at its option, and without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy, terminate Contractor's right to proceed under the Agreement in whole or in part, and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the

Contractor, take assignments of any of Contractor's subcontracts and purchase orders that the City may designate, and finish the Work by whatever method the City in its sole discretion may deem expedient.

17.32 If Contractor's right to proceed under the Agreement is terminated, Contractor shall not be entitled to receive any further payment until the Work is finished. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the City incident to such completion (collectively "Completion Costs"), shall be deducted from the unpaid balance of the Contract Price. Upon the City's completion, if the unpaid balance of the Contract Price exceeds the Completion Costs, such excess shall be paid to the Contractor. If the Completion Costs exceed the unpaid balance of the Contract Price, Contractor shall pay promptly to the City on demand the full amount of such excess and interest thereon at a rate of 6% per annum until paid.

17.33 The liability of Contractor hereunder for Completion Costs shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event the City has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from the City in accordance with the City's then current debarment policy.

17.34 The City may deduct from any payment, any sum owed by the City to Contractor, either under this Agreement or any other agreement between the City and the Contractor. Further, a default by Contractor under any other agreement with the City shall be deemed a default under this Agreement and a default under this Agreement shall be deemed a default under any other agreement between the City and Contractor.

17.4 Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents. Further, if after notice of termination of Contractor's right to proceed pursuant to Section 17.3, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein,

then such termination shall be deemed a termination for the City's convenience and Contractor's remedies against the City shall be the same as and limited to those afforded Contractor under Section 17.5 below.

- 17.5 The City shall have the right to terminate this Agreement without cause upon ten (10) days from delivery of a written notice to the Contractor. In the event of such termination for convenience, Contractor's sole and exclusive recovery against the City shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.0 PAYMENT TO CONTRACTOR

- 18.1 At least ten (10) days before submitting the first Application for Payment, the Contractor shall submit to the City and Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City or Engineer may require. It is anticipated the schedule of values substantially will be based upon the Contractor's completed Bid Proposal Form, attached as Section 00030. This schedule, unless objected to by the City or Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 25th of each month, the Contractor will submit to the Engineer an Application for Payment filled out and signed by the Contractor covering the Work performed since the previous month's Application for Payment. The Application for Payment may also include the cost of such materials and equipment which are suitably stored either at or off the site to the extent such payment is approved by City as provided in Section 18.1.1 below. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's Application for Payment. Contractor's Application for Payment shall be in such form and contain such detail and backup as the City reasonably may require.

- 18.1.1 If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or off the site, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the City, as will establish the City's title to the material and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction. City has the discretion whether or not to pay for such unincorporated materials.

- 18.12 The Engineer will, within ten (10) days after receipt of each Application for Payment, indicate in writing its recommendation as to that portion of the payment being requested by Contractor in the Application for Payment which Engineer believes is due and payable. The City shall pay Contractor that portion of the Application for Payment approved by Engineer and Owner within fifteen (15) days of the City's receipt of the Engineer's payment recommendation.
- 18.13 City shall retain an amount equal to 5% of the approved amount to be paid Contractor under each monthly Application for Payment. The retainage shall be accumulated and not released to Contractor until final payment is due. Provided, however, the City reserves the right, in its sole discretion, to reduce such retainage prior to final payment; but at no time shall the retainage be reduced to less than two- and one-half percent (2.5%) prior to Contractor achieving Substantial Completion. Provided, further however, if at any time during this Agreement, and in the City's sole discretion, the City becomes dissatisfied with Contractor's performance or if Contractor is in default, the City shall have the right to reinstate the full amount of retainage at five percent (5%).
- 18.14 Monthly payments to Contractor shall in no way imply approval or acceptance of the Work.
- 18.15 Each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from Contractor for all materials, labor, equipment, services and other bills associated with that portion of the Work payment is being requested in that Application for Payment . Further, each Application for Payment shall be accompanied by a claim release and waiver in the form set forth in the City's Project Administration Manual from all Subcontractors and Suppliers evidencing their payment in full through the previous month's Application for Payment. Also, each Application for Payment shall be accompanied by an updated Construction Schedule, a list inventorying all stored materials, a monthly progress status report, and any other document reasonably requested by City. The City shall not be required to make payment until and unless such releases, documents and information are furnished by Contractor. Further, if Contractor is withholding any portion of a payment to any Subcontractor or Supplier for any labor, services, or materials for which the City has paid Contractor, Contractor agrees to refund such money to the City upon demand by the City.
- 18.16 Engineer shall review each Application for Payment submitted by Contractor and shall make recommendations to the City as to the proper

amounts, if any, which may be owed Contractor thereunder. Both Engineer and the City shall have the right to refuse to approve payment amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously approved, and the City may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the City and Contractor, to the extent it is reasonably necessary, to protect the City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against the City attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all Subcontractors and Suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Price balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Contractor. The City shall have the right, but not the obligation, to take any corrective action the City deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to the City's reasonable satisfaction within three (3) days after Contractor's receipt of written notice from the City.

- 18.1.7 Engineer or City may reject an Application for Payment, in whole or in part, submitted by Contractor if such Application for Payment is not submitted in strict accordance with the requirements of this Article 18. In such event, Engineer or City shall notify Contractor in writing within twenty (20) business days after receipt of such Application for Payment that such Application for Payment, or portion thereof, has been rejected and the reasons for such rejection. If Contractor resubmits a corrected Application for Payment correcting, in Engineer's and Owner's sole determination, the deficiency specified in the rejection notice, then City shall pay Contractor the corrected portion of the Application for Payment within ten business days after the date the corrected Application for Payment is received by City.
- 18.2 Prior to Substantial Completion, the City, with the approval of the Engineer, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 18.3 The City shall have the right to enter the Project site for the purposes of doing work not covered by the Contract Documents. This provision shall not be

construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.

18.4 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that states the Work has been fully performed in accordance with the requirements of the Contract Documents and that Engineer recommends final payment in the amount reflected in the attached final payment request. The City shall make final payment to Contractor within thirty (30) days after the Work is finally accepted by the City, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with a properly executed and notarized final release in the form set forth in the City's Project Administration Manual, as well as, a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or the City.

18.5 Late payments shall accrue interest from the date payment was due until payment is received at the rate of six percent (6%) per annum.

18.6 No error or oversight in the making of payment or completion certificates shall relieve the Contractor from its obligation to do and complete the Work in accordance with the requirements of the Contract Documents.

19.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

19.1 The acceptance by the Contractor of final payment shall be and shall operate as a full release and waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in its final Application for Payment. Any payment, however, final or otherwise shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the City or Engineer at the time of final inspection.

20.0 CONTRACT SECURITY

20.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award and prior to the start of any Work furnish the City with a Performance Bond and a Payment Bond in penal sums equal to 100% of the amount of the Contract Price and in the forms attached as Sections 00060 and 00070. Such

Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the current lists of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and approved by the City. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared as bankrupt or loses its rights to do business in Florida or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such replacement Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the City.

- 20.2 The Contractor and its Surety, for value received, hereby stipulate and agree that any and all claims, demands, actions or suits whatsoever, arising under this Agreement and/or bonds, shall be subject to the sole and exclusive jurisdiction and venue of the appropriate state court in and for Bay County, Florida. The Contractor and its Surety do agree, by execution of these documents, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which these documents are executed is to be accomplished within Bay County, Florida.

21.0 ASSIGNMENTS

- 21.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City, which consent shall be at City's' sole discretion. If Contractor does, with City's written approval, assign this Agreement or any part thereof, Contractor shall not be released from any of its obligations or responsibilities under this Agreement.

22.0 INDEMNIFICATION AND HOLD HARMLESS

- 22.1 To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

22.2 Contractor's obligation to indemnify and hold harmless under this Article 22 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

22.3 The obligation of the Contractor under this Article 22 shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

23.0 SEPARATE CONTRACTS AND COOPERATION

23.1 The City reserves the right to perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts for work to be constructed at the same time, and in connection with, the Work included in this Agreement. The Contractor shall cooperate with all other contractors in such a manner, and to such extent, as best to facilitate the completion of the entire Project in the shortest time possible, subject to, at all times, the approval of the Engineer and Owner. It shall be the duty of each contractor to work with the other contractors, render such assistance, and to arrange its work in such a manner that shall allow the entire Project to be delivered complete and in the best possible condition. The Contractor shall afford other contractors and utility owners' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

23.2 If the performance of additional work by other contractors, utility owners, or the City is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such undisclosed additional work by the City or others involves it in additional expense or entitles it to an extension of the Contract Time, the Contractor shall send written notice of that fact to the City and Engineer within seven (7) calendar days of being notified of the other work and the Contractor may make a claim thereof as provided in Sections 13 and 14. If Contractor fails to send the above required seven (7) calendar days' notice, Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Price.

- 23.3 Contractor shall afford each utility owner and City's other contractors (or the City if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Engineer. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the City), Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within three (3) business days of the time Contractor first became aware of the delay, defect or deficiency. Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work, except for latent defects not discovered by Contractor.
- 23.4 The Contractor shall keep itself fully informed at all times regarding all details of the work of other contractors working at the site, and it shall be responsible for all delays that may result from its failure to install the Work in the proper manner and at the proper time.
- 23.5 The Contractor shall be responsible for coordinating the relocation of existing utilities (with the respective utility companies) as needed to construct the Project. Attention is called to the fact that Contractor is responsible for contacting all utility companies to obtain locations of all existing utilities or obstructions which it may encounter during construction. After location of utilities by the appropriate utility company, it is the Contractor's liability to protect all such utility lines, including service lines and appurtenances, and to replace at its own expense any which may be damaged by the Contractor's equipment or forces during construction of the Project. The City will pay fees charged by the utility company for relocating these utilities.
- 24.0 SUBCONTRACTING
- 24.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Construction Schedule, and shall supply a copy of that breakdown and composition to the City and Engineer for their review and approval. The Contractor may utilize the services of specialty Subcontractors on those parts of

the Work which, under normal contracting practices, are performed by specialty Subcontractors. Contractor shall be solely responsible for and have control over the Subcontractors.

- 24.2 Prior to submitting its first Application for Payment, Contractor shall submit to the City a list of the names, addresses, licensing information and phone numbers of the Subcontractors Contractor intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The Contractor shall not use a Subcontractor or Supplier against whom the Owner has a reasonable objection. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from the City. Contractor shall continuously update that list, so that it remains current and accurate throughout the entire performance of the Work. Any and all work to be self-performed by Contractor must be approved in writing by the City in its sole discretion prior to commencement of such Work. The Contractor shall not award work to Subcontractor(s) in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.
- 24.3 The Contractor shall be fully responsible for and have control over the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 24.4 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Further, each subcontract shall require that any claims by a Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to the City, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.
- 24.5 All subcontracts between Contractor and its Subcontractors shall be in writing and are subject to the City's approval. Further, all subcontracts shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to the City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to the City at the election of the City upon termination of Contractor, (3) provide that the City will be an additional indemnified party of the subcontract, (4) provide that the City will be an additional insured on all insurance policies required to be provided by the Subcontractor except workman's' compensation, (5) assign all warranties directly

to the City, and (6) identify the City as an intended third-party beneficiary of the subcontract.

- 24.6 Nothing contained in this Agreement shall create any contractual relation between any Subcontractor or Supplier and the City. All subcontracts and purchase orders entered into by Contractor must be in writing, and upon demand from City, Contractor shall deliver to City a full and complete copy of any or all such subcontracts and purchase orders.
- 24.7 Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.
- 24.8 The Contractor shall not use a Subcontractor or Supplier against whom the City has a reasonable objection and Contractor shall not be required to contract with anyone its reasonably objects to.
- 24.8 The City and Engineer are under no duty or obligation whatsoever to any Subcontractor, Supplier, laborer or other party to ensure that payments due and owing by the Contractor to any of them will be made. Such parties shall rely only on the Contractor's surety bonds for remedy of nonpayment by the Contractor.
- 25.0 ENGINEER'S AUTHORITY
- 25.1 The Engineer shall act as the City's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and reasonable manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- 25.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.
- 25.3 The Engineer and the City will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 25.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.
- 26.0 LAND AND RIGHT-OF-WAYS

- 26.1 Prior to the issuance of the NOTICE TO PROCEED, the City shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise noted in the Contract Documents.
- 26.2 The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 26.3 The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
- 27.0 GUARANTEE
- 27.1 The Contractor warrants to the City and Engineer those materials and equipment furnished under the Agreement will be of good 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. Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to the City and shall not include any exclusions, exceptions or modifications except to the extent approved by the City in its sole discretion. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The 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 from normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 27.2 Contractor expressly warrants to the City that it shall promptly correct, upon receipt of written notice from the City, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. The City will give notice of observed defects with reasonable promptness. Provided, however, in the event that any defective or non-conforming Work is determined by the City in its sole discretion to present an immediate threat to safety or security, the City shall be entitled to correct or replace such defective or non-conforming portions of the Work, and Contractor shall reimburse the City for all costs and expenses incurred by the City in correcting or replacing such Work. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period. With respect to the correction or replacement of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective or replacement work.
- 27.3 If, within one year after the date of final acceptance of the Work by the City, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor an express written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable period of time (not to exceed 10 days) after receipt of notice from the City or Engineer, the Owner may correct or replace it in accordance with Section 27.2 above. This one-year correction period is in addition to all other rights and does not limit the time period the City can seek to have the defective Work corrected.
- 27.4 Contractor shall obtain and assign to the City all express warranties given to Contractor by any Subcontractors or by Suppliers.
- 28.0 CLAIMS AND DISPUTES
- 28.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.
- 28.2 Initial notice of Claims by Contractor shall be made in writing to the City and Engineer within seven (7) calendar days after the first day of the event giving rise

to such Claim or such other time period as may be expressly provided in the Contract Documents. If Contractor fails to give such written notice within the required time period, Contractor shall be deemed to have waived the Claim. Written data supporting Contractor's claim shall be submitted to the City and Engineer within thirty (30) calendar days after the occurrence of the event, or such other time period as may be expressly provided in the Contract Documents, unless the City grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.

- 28.3 Contractor shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, unless otherwise agreed to by the City in writing. The City shall continue to make payments of all undisputed amounts in accordance with the Contract Documents during the pendency of any Claim.
- 28.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between the President or Vice- President for the Contractor and the City Manager Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.
- 28.5 Any litigation between the City and Contractor (which term for the purposes of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued solely and exclusively in the appropriate State courts of the State of Florida as set forth in Section 20.2. The City and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the City and Contractor shall lie and be only in the appropriate State courts in and for Bay County, Florida. Contractor consents and submits to the exclusive jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.
- 29.0 TAXES
- 29.1 The Contractor will pay all applicable sales, consumer, use and other similar taxes required by the laws of the place where the Work is performed.

30.0 CONTRACT TIME, SCHEDULE OF WORK AND TIME EXTENSIONS

- 30.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and Suppliers, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is liable. All Work under this Agreement shall be arranged and be carried out in such a manner as to complete the Work on or before the required date of Substantial Completion. The Contractor must notify the City at the time of bidding if the chronology of the Work as shown, or the subdivision of work will affect warranties or guarantees in any way. No such claims shall be allowed once the Work has begun.
- 30.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Bay County, Florida average not reasonably anticipatable (to the extent Contractor was unable to perform any portion of the Work that was on the critical path of the approved Construction Schedule during those inclement weather days), Contractor shall notify Owner and Engineer in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- 30.3 The Contractor is required to furnish adequate manpower at the Project to complete the Work within the Contract Time and in accordance with the Construction Schedule. Should payment of premium time, bonuses, or the like be necessary to attract sufficient manpower for the Project, such extra labor costs shall be borne by the Contractor without additional compensation from the City. Further, should the Contractor's Work, through no fault of the Engineer, the City, or City's other contractors, fail to progress in accordance with the Construction Schedule, and if, in the opinion of the Engineer, the Work cannot be substantially completed within the Contract Time, or if deemed necessary to protect this or adjoining work from damage, the Contractor shall work such additional time over the established hours of work, but excluding Holidays, as required to meet the schedule time without additional expense to the City. In such event, Contractor shall reimburse City for any additional costs incurred by the City associated with such overtime, including any additional costs of the Engineer.
- 30.4 When so ordered in writing by the Engineer or City, whether to advance the date of Substantial Completion, or for any other reason for the City's benefit, the

Contractor shall work overtime and or additional shifts. If the order for such acceleration is not the result of Contractor being behind the approved Construction Schedule, Contractor shall be entitled to a Change Order increasing the Contract Price by its actual net premium costs of such overtime and or shifts so ordered and so worked, including insurance and taxes applicable thereto, (without other overhead or profit). Such costs and expenses shall be subject to audit by the City.

30.5 When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day recognized by the City as a legal holiday, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by the City.

31.0 USE OF SITE

31.1 The Contractor shall confine its use of the site for storage of materials, erection of temporary facilities and parking of vehicles to areas within its Agreement limits as directed by the Engineer. The Contractor shall not unnecessarily encumber the site at any time.

31.2 Contractor acknowledges that areas of the site in which Work under this Agreement may be performed may be used by other contractors for storage of materials, erection of temporary facilities and parking of vehicles. Areas used by other contractors will be vacated, as directed by the Engineer to permit Work under this Agreement, provided reasonable notice is given requesting such, all in accordance with the approved Construction Schedule.

31.3 No signs or advertisements shall be displayed on the site or building except with the written consent of the City.

32.0 TEMPORARY FACILITIES

32.1 The Contractor shall provide electric power and water as it may require for its construction purposes and shall pay all costs incurred. At completion of the Work, all temporary facilities shall be removed from the site. Upon Substantial Completion of the Work, Contractor shall cause all permanent utilities to be utilized by the City that were in Contractor's name during construction of the Project to be transferred over to the City's name.

32.2 The Contractor shall provide sanitary facilities for its workmen at all times. Sanitary facilities shall be of an approved chemical type with regular servicing

and appropriately screened from public view, as approved by the Engineer and all applicable health authorities.

33.0 CLEAN UP AND DISPOSAL OF WASTE MATERIALS AND HAZARDOUS MATERIALS

33.1 No burial of waste materials will be permitted on the site. The Contractor shall at all times keep the site free from accumulations of waste material or debris caused by its operations and shall immediately remove same when necessary or required by the Engineer or the City. If Contractor fails to keep the Project site clean, the City has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to backcharge Contractor for the costs of such clean up. At the completion of the Work, and before final inspection and acceptance of the Work, Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, regrassing if necessary, to as good condition as existed before Work started, and remove all debris, rubbish and waste materials from and about the Project site, as well as all of Contractor's (and its Subcontractors') tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by the City. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of the Work

33.2 If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to the City in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an equitable adjustment to the Contract Time and Contract Price as appropriate and in accordance with the terms of the Contract Documents. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or anyone for whom Contractor is responsible, or if Contractor failed to stop Work or give the written notice required above, no Change Order will be required for an adjustment in the Contract Time or Contract Price and Contractor shall indemnify the City and hold the City harmless for any costs incurred by the City with respect to such hazardous material generated or caused by Contractor or anyone for whom it is responsible or any increased

costs incurred by City as a result of Contractor's failure to stop Work or give the required written notice.

34.0 WARRANTY OF TITLE

34.1 No material supplies or equipment for the Work shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale or other agreement by which a lien or an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the Work and title to all such items shall pass to the City upon its incorporation into the Work or payment, whichever occurs first. Contractor shall, at all times, keep the site, together with all improvements and appurtenances constructed or placed thereon by it, free from any claims, liens or charges and further agrees that neither Contractor nor any person, firm, or corporation furnishing any material or labor for any Work covered by this Agreement shall have any right to a lien upon the Work, site or any improvements or appurtenances thereon. The Contractor shall not at any time suffer or permit any lien, attachment, or other encumbrances under the law of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under the Agreement or by reason of any other claim or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any and all claims or demands for any payment to Contractor under virtue of this Agreement.

35.0 OWNERSHIP OF HIDDEN VALUABLE MATERIALS

35.1 All items having any apparent historical or archaeological interest or treasure, or valuable materials discovered during any construction activities shall be carefully preserved and reported immediately to the City for determination of appropriate actions to be taken. Any increases to Contractor's time or cost of performance due to historical or archaeological items discovered on the site shall entitle Contractor to a Change Order equitably adjusting the Contract Time and the Contract Price as appropriate and in accordance with the terms of the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall have no claim or entitlement to any such historical or archaeological interest or treasure, or other valuable materials discovered, and all such items shall remain the property of the City.

36.0 AS-BUILT PLANS and DOCUMENTS TO BE KEPT AT THE SITE

36.1 Before final inspection, the Contractor shall turn over to the Engineer a set of drawings showing field changes and actual installed conditions. CONTRACTOR shall provide to the ENGINEER two (2) hard copies and one

(1) electronic copy of the as-built plans in AutoCAD Civil 3D 2014. The plans shall be certified by a P.L.S. registered in the State of Florida.

36.2 Contractor shall maintain at the Project site or such other place as may be expressly approved in writing by Owner, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records: Subcontracts and Purchase Orders; Subcontractor Licenses; Shop Drawing Submittal/Approval Logs; Equipment Purchase/Delivery Logs; Contract Drawings and Specifications with Addenda; Warranties and Guarantees; Cost Accounting Records; Payment Request Records; Meeting Minutes; Insurance Certificates and Bonds; Contract Changes; Permits; Material Purchase Delivery Logs; Technical Standards; Design Handbooks; "As-Built" Marked Prints; Operating & Maintenance Instruction; Daily Progress Reports; Monthly Progress Reports; Correspondence Files; Transmittal Records; Inspection Reports; Bid/Award Information; Bid Analysis and Negotiations; Punch Lists; and a Construction Schedule (including all updates). The Project files and records shall be available at all times to the City and Engineer or their designees for reference, review or copying.

37.0 SILENCE OF SPECIFICATIONS

37.1 To the extent the Work involves road or bridge construction, the apparent silence of the Contract Documents as to any details or the omission from them of a detailed description concerning any point shall be regarded as meaning that such portion of the Work shall be performed in accordance with the latest edition of the Florida DOT Standard Specifications for Road and Bridge Construction.

38.0 GRATUITIES

38.1 If the City finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee, or agent of the City, the State, or other officials in an attempt to secure this Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the City may, by written notice to the Contractor, terminate this Agreement for Contractor default. The City may also pursue other rights and remedies that the law or this Agreement provides.

38.2 In the event this Agreement is terminated as provided in Section 38.1, the City may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the City may pursue exemplary damages in an amount (as determined by the City) which shall be not

less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such official, agent or employee of the City.

39.0 AUDIT AND ACCESS TO RECORDS

39.1 Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its Subcontractors to likewise retain all of their Project records and supporting documentation. The City, and any duly authorized agents or representatives of the City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by the City. Contractor shall make all such Project records and supporting documentation available in Bay County, Florida. Further, the City, and any duly authorized agents or representatives of the City, shall have the right to audit, inspect and copy all of Contractor's and any Subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. This access, inspection, copying and auditing rights shall survive the termination of this Agreement.

40.0 EQUAL OPPORTUNITY REQUIREMENTS

40.1 For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

40.2 The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographic area where the Agreement is to be performed.

41.0 CHANGED CONDITIONS

41.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in

the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide the City with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. the City and Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, the City will acknowledge and agree to an equitable adjustment to the Contract Price or Contract Time, or both, for such Work. If the City determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, the City shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by the City must be made within seven (7) calendar days after Contractor's receipt of the City's written determination notice. If the City and Contractor cannot agree on an adjustment to the Contract Price or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

42.0 COMPLIANCE WITH LAWS

42.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). An executed copy of Contractor's Trench Safety Act Certificate of Compliance (the form of which is attached hereto as Section 00096) has been delivered to City with the Contractor's Bid Proposal Form. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the City and Engineer in writing. Contractor has provided a separate line item in its Bid identifying the cost of compliance with the applicable trench safety standards set forth in the Trench Safety Act.

43.0 PUBLIC ENTITY CRIMES

43.1 By its execution of the Agreement and the Contractor's Public Entities Crime Statement, in the form set forth in Section 00097). Contractor acknowledges that it has been informed by the City of and warrants that it is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

"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 on a contract to provide any goods or services

to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

44.0 INSURANCE

- 44.1 During the term of this Agreement, Contractor shall provide, pay for, and maintain, with companies satisfactory to the City, the types and limits of insurance required by the Contract Documents. All insurance shall be from responsible companies eligible to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Contractor, Contractor shall deliver to the City the properly completed and executed Certificate of Insurance, in the form set forth in Section 00099 along with any other properly completed and executed Certificates of Insurance that may be necessary, evidencing the fact that Contractor has acquired and put in place the insurance coverages and limits required herein. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if requested by the City. These Certificates and policies shall contain provisions that at least thirty (30) calendar days advanced written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. The renewal of any insurance required to be maintained by Contractor hereunder shall be by a renewal Certificate of Insurance in the same form as was required for the original Certificate of Insurance, which renewal Certificate of Insurance shall be delivered to City at least ten (10) calendar days prior to expiration of current coverages so that there shall be no interruption in the Work due to lack of proof of insurance coverages required of Contractor under this Agreement.
- 44.2 Contractor shall also notify the City, in the same manner required in Section 44.1 above, within two (2) calendar days after Contractor's receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If, at any time, City requests a written statement from an insurance company as to any impairment to any aggregate limit of any

policy to be provided by it hereunder, Contractor shall promptly authorize and cause to be delivered such statement to City. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by the City applicable to this Agreement. Any such self-insurance programs or coverages shall not be contributory with any insurance required of the Contractor under the terms of this Agreement. All insurance policies, other than the Workers Compensation policy and the Surveyor's Professional Liability policy, provided by Contractor to meet the requirements of this Agreement shall name the City as an additional insured through the use of ISO Endorsement No. CG 20.10.10.01 and No. CG 20.37.10.01 wording, as to the operations of Contractor under the Contract Documents and shall also provide the Severability of Interest provision (also referred to as the Separation of Insureds provision). Companies issuing the insurance policy or policies shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

- 44.3 All insurance policies to be provided by Contractor pursuant to the terms hereof shall be performable in Bay County, Florida and must expressly state that the insurance company will accept service of process in Bay County, Florida and that the exclusive venue and exclusive jurisdiction for any action concerning any matter under those policies shall be in the appropriate state court situated in Bay County, Florida.
- 44.4 The acceptance by the City of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 44.5 Before starting and until completion of all Work required hereunder, Contractor shall procure and maintain insurance of the types and to the limits specified in the Contract Documents. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work or services, insurance of the types and to the limits specified in the Contract Documents, unless such insurance requirement for the Subcontractor is expressly waived or modified in writing by the City. Contractor shall not enter or otherwise occupy the Project site or commence any Work to be performed under this Agreement at the Site or any other property of the City until all insurance required hereunder has been obtained by Contractor and such proof of insurance, as the same is required under this Agreement, has been delivered to City. Contractor shall require all property insurance policies related to the Work and secured and maintained by Contractor and its Subcontractors to include provisions providing that each of their insurance companies shall waive all rights

of recovery, under subrogation or otherwise, against the City and any of its separate contractors and the agents, employees and subcontractors of any of them.

- 44.6 Should at any time Contractor or any of its Subcontractors not maintain the insurance coverages required in this Agreement, the City may terminate this Agreement for Contractor default or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased, to include a fifteen percent (15%) administrative fee. If Contractor fails to reimburse the City for such costs within thirty (30) calendar days after demand, the City has the right to offset those costs from any amount due Contractor under this Agreement. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under this Agreement. If the City exercises its option to purchase such required coverages, the coverages shall not be cancelled by Contractor and shall stay in force until the normal expiration date according to the terms and conditions of the insurance policy.
- 44.7 As may be required by City from time to time, the status of any insurance aggregate limits is to be confirmed in writing by the respective insurance companies. The amounts and types of insurance Contractor shall comply with all of the requirements of this Section 44 unless otherwise agreed to, in writing, by City.

[END OF SECTION 00100]

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 CLAIM PERIOD

- A. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

1.2 WORK HOURS

- A. Regular working hours are defined as up to forty hours per week with a maximum of 10 hours per day, Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m., excluding holidays. Any work beyond ten hours per day or 40 hours per week shall be considered overtime. The CONTRACTOR shall not work on holidays. The Contract Time shall not be extended due to holidays falling within the Contract Time. Whenever the CONTRACTOR is performing any part of the Work, with the exception of equipment maintenance and cleanup, inspection by OWNER's representative will be required. Requests to perform the Work at times other than during regular working hours must be submitted in writing to the Project Representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks, to give the OWNER ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that two hours notice is provided to and acknowledged in writing by the Project Representative prior to the end of the regular working day. Maintenance of the CONTRACTOR's equipment and cleanup may be performed during hours other than regular working hours.
- B. CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours. At OWNER's option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retention prior to release of final payment. Engineering/Inspection costs shall be calculated at the following rates:

1.	Principle	\$185/hour
2.	Project Engineer	\$125/hour
3.	Engineering Intern	\$105/hour
4.	Senior Inspector	\$105/hour

1.3 DEFECTIVE WORK

- A. The CONTRACTOR shall not be entitled to an extension of the Contract Time or increase in the Contract Price for correcting or removing defective work.

1.4 CORRECTIVE WORK

- A. Where defective or nonconforming Work (including damage to other work resulting therefrom) has been corrected, removed or replaced pursuant to

the CONTRACTOR's obligations under the Contract Documents including Articles 16.0 and 27.0 of the General Conditions, the correction period set forth in Article 27.0 of the General Conditions with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed and accepted by the OWNER.

1.5 STORED EQUIPMENT AND MATERIALS

- A. The CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment, not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within 60 days of the Application of Payment on which the material/equipment first appeared. Failure to procure said evidence of payment shall result in the withdrawal of previous approval(s) and removal of the related equipment and materials from the Application of Payment.

END OF SECTION 00800

**SECTION 00801
SUBMISSION OF WORK SCHEDULE**

PART 1 – GENERAL

1.01 CONSTRUCTION SCHEDULE

- A. The Construction Schedule is to be submitted by the CONTRACTOR within the timeframe set forth in the Contract Documents.
- B. The Construction Schedule shall be developed using the Critical Path Method (CPM) schedule format.
 - 1. The schedule shall be developed in Precedence Diagram Method (PDM) format, consistent with Contract milestones, showing activities for each discrete Contract activity to be accomplished.
 - 2. It shall include activities for deliverables and reviews in the schedule.
 - 3. Sufficient liaison shall be conducted, and information provided to indicate coordination with utility owners having facilities within the project limits.
 - 4. The Construction Schedule must reflect the utility requirements included in the Contract Documents, unless changed by mutual agreement of the utility company, the CONTRACTOR, the OWNER and the PROJECT REPRESENTATIVE. The Construction Schedule shall assign calendar day durations to each activity.
 - 5. Failure to include any element of work or any activity relating to utility relocation will not relieve the CONTRACTOR from completing all Work within the Contract Time at no additional contract time or cost, notwithstanding prior acceptance of the schedule.
 - 6. The CONTRACTOR shall prepare a CPM Network Diagram in time-scale logic diagram, by week starting on Monday, grouped (banded) by work areas and sorted by early start days. The CONTRACTOR shall prominently identify the critical path activities, defined as the longest continuous path of work activities and submit the Network Diagram on D size, 22-inch by 34-inch [559 by 864 mm] or E size, 34-inch by 44-inch [864 by 1,118 mm] paper.

- C. The CONTRACTOR shall submit one copy of schedule reports containing, as a minimum: identification, activity description, estimated total duration, estimated remaining duration, computed or specified early start date, computed or specified late finish date, and total float. Submit all reports on 8.5-inch by 11-inch [216 by 280 mm] paper, sorted as follows:
1. Activity Report:
 - a. Include activities shown on the Contract.
 - b. Schedule listed in order of ascending activity number.
 - D. Float Report:
 1. Include activities shown on the Contract.
 2. Schedule listed in order of the ascending total float values.
 - E. Early Start Report:
 1. Include activities shown on the Contract.
 2. Schedule in chronological order by early start date.
 - F. Predecessor/Successor Report:
 1. Include activities shown on the Contract.
 2. Schedule listed in order of ascending activity numbers with the associated predecessor and successor activity numbers.
 - G. Narrative:
 1. Explain, in narrative form, how durations were determined and describe the proposed approach for meeting interim and final completion milestone dates specified in the Contract. Include assumptions made, restraints, critical path activities, means and methods, crews planned for each operation, equipment requirements, activities requiring overtime, additional shifts, permits, coordination requirements, long lead delivery items, or other significant requirements which would affect the ability to meet the interim and final milestone dates.

2. Failure to include in the schedule any element of work shall not excuse the Contractor from completing all Work required to achieve completion.
- H. The PROJECT REPRESENTATIVE will have 30 days to accept the Construction Schedule or to schedule a meeting with the CONTRACTOR to resolve any problems that prevent acceptance of the schedule.
 - I. The CONTRACTOR shall attend the meeting scheduled by the PROJECT REPRESENTATIVE and submit a corrected Construction Schedule to the PROJECT REPRESENTATIVE within 7 days after the meeting. The process will be continued until a Construction Schedule is accepted by the PROJECT REPRESENTATIVE.
 - J. The Construction Schedule may indicate a completion date in advance of the Contract completion date. However, the OWNER will not be liable in any way for the CONTRACTOR's failure to complete the Project prior to the Contract completion date. Any additional costs, including extended overhead incurred between the CONTRACTOR's schedule completion date and the completion of Contract Time, shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall not be entitled to claim or recover any such cost from the OWNER.
 - K. On each Monday prior to the monthly estimate cutoff date, The CONTRACTOR shall submit Contract Schedule, updated to reflect actual start dates, actual finish dates, added activities, changes in sequence and days remaining, to the Projective Representative for acceptance. Include an updated Network Diagram and computer-generated reports and a narrative as herein specified. In the narrative, address changes in duration of any activity and changes to logic of activities which were performed in a sequence different from those shown in the latest accepted Construction Schedule. Also, address activities to be added to the schedule, identification of supplemental agreements and change orders, and the incorporation of accepted schedule revisions.
 - L. Any changes to the sequencing must be coordinated with the utility work shown in the plans. If the schedule provided indicates an actual or potential delay to the completion of the Contract include in the narrative a discussion of problems, causes, activities affected and describe the means and methods to be utilized to complete the project in the authorized time. Attend meetings scheduled by the PROJECT REPRESENTATIVE to resolve any problems that prevent acceptance of the updated Construction Schedule and submit revised schedules as necessary for the PROJECT REPRESENTATIVE's acceptance. By acceptance of the Construction Schedule, the PROJECT

REPRESENTATIVE does not endorse or otherwise certify the validity or accuracy of the activity durations or logic utilized.

- M. The PROJECT REPRESENTATIVE will withhold monthly payments due for failure of the CONTRACTOR to meet the requirements for submittal and acceptance of the Construction Schedule, including the monthly updates.

1.02 WEEKLY MEETINGS

- A. Attend weekly meetings scheduled by the PROJECT REPRESENTATIVE to discuss Contract progress, near-term scheduled activities, including utility relocations, problems and their proposed solutions.
- B. Submit a 2-Week Planning Schedule at each weekly meeting, showing the items of work planned for the next 2 weeks.
- C. Develop the schedule in Bar Chart format, identifying current and planned activities and related Construction Schedule work activities, including subcontractor work. Designate all activities that are controlling Work items as determined by the currently accepted Construction Schedule.

1.03 FLOAT

- A. Float is not for the exclusive use or benefit of either the OWNER or the CONTRACTOR.
- B. The PROJECT REPRESENTATIVE will grant time extensions only to the extent that time adjustments to the affected activities exceed the total float along the affected paths of the currently accepted Construction Schedule at the time of delay.
- C. Submit a network diagram, total float report, and a narrative report to support any request for additional Contract Time.

1.04 PERFORMANCE OF WORK

- A. By submitting a schedule, the CONTRACTOR is making a positive assertion that the Project will be constructed in the order indicated on the Construction Schedule.
- B. The CONTRACTOR shall prosecute the Work in accordance with the latest accepted Construction Schedule. Any costs associated with meeting milestones and completing the Project within the authorized Contract Time will be borne solely by the CONTRACTOR.

1.05 AS-BUILT SCHEDULE

- A. As a condition for the release of any retainage, submittals of as-built schedules which describes the actual order and start and stop times for all activities by the CONTRACTOR is required.

END OF SECTION OF 00801

**SECTION 00802
PREVENTION, CONTROL AND ABATEMENT OF EROSION AND
WATER POLLUTION**

PART 1 – GENERAL

1.1 PRECONSTRUCTION REQUIREMENTS

At the Preconstruction Conference, the CONTRACTOR shall provide to the PROJECT REPRESENTATIVE an Erosion Control Plan meeting the requirements or special conditions of all permits authorizing project construction and the Contract requirements.

When a Florida Department of Environmental Protection (FDEP) generic permit is issued, the CONTRACTOR's Erosion Control Plan shall be prepared to accompany the Stormwater Pollution Prevention Plan (SWPPP). The CONTRACTOR shall ensure the Erosion Control Plan includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-stormwater discharges, such as contaminated groundwater or accidental spills. The CONTRACTOR shall not begin any soil disturbing activities until receipt of PROJECT REPRESENTATIVE's written approval of the CONTRACTOR's Erosion Control Plan, including required signed certification statements.

The CONTRACTOR's failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed by the CONTRACTOR or any of its subcontractors without the required signed documents or certification statements may be considered a violation of the FDEP Generic Permit.

When the SWPPP is required, the CONTRACTOR shall prepare the Erosion Control Plan in accordance with the planned sequence of operations and present the Erosion Control Plan in a format acceptable to the PROJECT REPRESENTATIVE. The Erosion Control Plan shall include, but not be limited to, descriptions of the following items or activities:

- A. For each phase of construction operations or activities, supply the following information:
 - 1. Locations of all erosion control devices.
 - 2. Types of all erosion control devices.
 - 3. Estimated time erosion control devices will be in operation.

4. Monitoring schedules for maintenance of erosion control devices.
 5. Methods of maintaining erosion control devices.
 6. Containment or removal methods for pollutants or hazardous wastes.
- B. The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
- C. The Erosion Control Plan submitted to the PROJECT REPRESENTATIVE for the ENGINEER's approval.

The CONTRACTOR shall not begin construction activities until the Erosion Control Plan receives written approval from the ENGINEER. The CONTRACTOR shall comply with the approved Erosion Control Plan.

1.2 BALES

- A. The CONTRACTOR shall provide baled hay or straw having minimum dimensions of 14 inches by 18 inches by 36 inches [350 by 450 by 900 mm] at the time of placement.
- B. The CONTRACTOR shall construct baled hay or straw dams according to details shown in the plans or as directed by the PROJECT REPRESENTATIVE to protect against downstream accumulations of sediment.
- C. The CONTRACTOR shall use natural baled hay or straw or synthetic hay bales as an alternative to natural baled hay or straw. Synthetic hay bales should be interlocking, have pre-made stake holes, made of synthetic fibers (polypropylene, nylon, polyester) that meet the Environmental Protection Agency's (EPA's) Toxicity Characteristic Leaching Procedure (TCLP) standards, and be produced into a filter medium with needle-punches fibers.
- D. The CONTRACTOR shall wash out and remove sediment deposits when the deposits reach $\frac{1}{2}$ the height of the reusable synthetic hay bale or as directed by the PROJECT REPRESENTATIVE.
- E. The CONTRACTOR shall dispose of the washout in an area approved by the PROJECT REPRESENTATIVE.
- F. Synthetic hay bales that have had sediment deposits removed may be reinstalled on the Project as approved by the PROJECT REPRESENTATIVE.

1.3 ARTIFICIAL COVERINGS

A General:

The CONTRACTOR shall install artificial coverings in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings. The two situations have differing material requirements, which are described below.

1. During temporary pauses in construction caused by inclement weather or other circumstances, use artificial coverings composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the PROJECT REPRESENTATIVE. Remove the material when construction resumes.
2. While permanent grassing is being established, use artificial coverings as erosion control blankets, at locations shown in the plans, to facilitate plant growth, in accordance with the Florida Department of Transportation (FDOT) specification 104-6.4.13.

1.4 MAINTENANCE AND INSPECTION

- A. The CONTRACTOR shall provide routine maintenance of permanent and temporary erosion control features, at no additional Contract expense, until the project is complete and accepted.
- B. If reconstruction of such erosion control features is necessary due to the CONTRACTOR's negligence or carelessness or, in the case of temporary erosion control features, failure by the CONTRACTOR to install permanent erosion control features as scheduled, the CONTRACTOR shall replace such erosion control features at no additional Contract expense.
- C. The CONTRACTOR shall inspect all erosion control features at least once every 7 calendar days and within 24 hours of the end of a storm of 0.50 inches [12 mm] or greater.
- D. The CONTRACTOR shall maintain all erosion control features as required in the SWPPP, CONTRACTOR's Erosion Control Plan and as specified in the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

1.5 MOWING

- A. The PROJECT REPRESENTATIVE may require mowing by the CONTRACTOR of areas within the limits of the Project as deemed necessary by the Project Manager.
- B. The CONTRACTOR shall mow these designated areas within 7 days of receiving such order from the PROJECT REPRESENTATIVE.
- C. The CONTRACTOR shall remove and properly dispose of all litter and debris prior to the mowing operation.
- D. The CONTRACTOR shall use conventional and specialized equipment along with hand labor to mow the entire area including slopes, wet areas, intersections, and around all appurtenances.
- E. The CONTRACTOR shall mow all areas to obtain a uniform height of 6 inches [150 mm], unless otherwise directed by the PROJECT REPRESENTATIVE.

END OF SECTION 00802

SECTION 00803
CONTRACTOR QUALITY CONTROL
GENERAL REQUIREMENTS – PERSONNEL QUALIFICATIONS

PART 1 - GENERAL

1.1 Personnel Qualifications

General: Contractor shall provide qualified personnel for sampling, testing, and inspection of materials and construction activities. Contractor shall ensure that qualifications are maintained during the course of sampling, testing, and inspection.

Quality Control Manager: Contractor shall designate a Quality Control (“QC”) Manager who has full authority to act as the Contractor’s agent to institute any and all actions necessary for the successful implementation of the QC Plan required by FDOT specifications. The QC Manager must speak and understand English.

The QC Manager must be on-site at the project on a daily basis or always available upon four hours’ notice from the Project Representative to administer the QC Plan. Successful implementation of the QC Plan includes, but is not limited to, administering, implementing, monitoring, and as necessary, adjusting the processes to ensure compliance with the Contract Documents. Contractor shall ensure that the QC Manager is qualified as such through the FDOT Construction Training/Qualification Program.

Under the direction of the QC Manager, and using FDOT standard forms, summarize the daily QC activities including testing and material sampling. Contractor shall make copies of the completed forms available daily for Project Representative review. Contractor shall maintain all Quality Control related reports and documentation for a period of three years from final acceptance of the project.

Worksite Traffic Supervisor: Contractor shall provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices as required in the Contract Documents. Contractor shall ensure that the Worksite Traffic Supervisor is certified in the advanced training category by an approved training Provider as posted on the FDOT’s website at the following URL address: www.dot.state.fl.us/rddesign/MOT/MOT.shtm . Contractor shall use approved alternate Worksite Traffic Supervisors when necessary.

Flagger: Contractor shall provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required. The

Worksite Traffic Supervisor or others as approved by the Department will provide training for flaggers.

Signal Installation Inspector: Contractor shall provide an inspector, trained and certified by the International Municipal Signal Association (IMSA) as a Traffic Signal Inspector, to perform all signal installation inspections. Contractor shall use only the FDOT approved signal inspection report forms during the signal inspection activities. Contractor shall ensure all equipment, materials, and hardware is in compliance with FDOT Specifications and verify that all equipment requiring certification is listed on the FDOT's Approved Product List (APL). Contractor shall provide the completed signal inspection report form(s), certified by the IMSA Traffic Signal Inspector to the Project Representative.

The FDOT's approved inspection report forms are available at the following URL: www.dot.state.fl.us/trafficoperations/ .

END OF SECTION

SECTION 00805

CONTRACT CLAIMS AND CHANGES

General Conditions, Section 14.0 “Changes in Contract Price” and Section 28.0, “Claims and Disputes” are hereby amended to incorporate the following FDOT Specifications:

FDOT Standard Specifications for Road and Bridge Construction, 2015 Subarticle 4-0.2 is deleted and the following substituted:

4-3.2 Increase, Decrease or Alteration in the Work: The Owner reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, and having satisfied all other requirements of the Contract Documents, submit to the Project Representative a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor’s best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Owner’s responsibility pursuant to the terms of the Contract Documents. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Owner, the Owner will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Owner thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Owner.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any

additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Owner may direct in writing that extra work be done, and, at the Owner's sole discretion, the Contractor will be paid pursuant to an agreed contract change order or in the following manner:

- (a) **Labor and Burden:** The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item, and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

CONTINUED ON NEXT PAGE

Table 4-3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the Pre-construction conference, certify to the Owner the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- (2) Actual Rate for items listed in Table 4-3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Owner as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) Materials and Supplies: For materials accepted by the Owner and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is

in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Owner will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$.
- (2) Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$.
- (3) Allowable Rate per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate $\times 50\%$.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Owner to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Cost will be allowed for transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, time to perform this work will be allowed at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

- (1) Solely a mark-up of 17.5% on the payments in (a) through (c), above.
- (i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work; provided, however, that such payment for additional bond will only be paid upon presentment of clear and convincing proof that the Contractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount.
 - (ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.
- (2) Solely the payments in (a) through (c) above, plus the formula set forth below and as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Owner is, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Owner is otherwise ultimately determined in favor of the Contractor to be.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Owner and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Owner but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation, whatsoever, will be paid to the

Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Owner is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Owner is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Owner, that when cumulatively totaled together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, and days granted for performing additional work

4-3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 4- 3.2.1(d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Owner through the Project Representative of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount.

The Contractor shall require the subcontractor to provide a certification, in accordance with 4-3.2.1(a), as part of the cost proposal and provide such to the Project Representative. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

FDOT Standard Specifications for Road and Bridge Construction, 2015 Subarticle 5-12.6 is deleted and the following substituted:

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work due to the fault or neglect of the Owner or anyone for whom Owner is liable and then only where such acts continue after Contractor's written notice to the Owner and Project Representative of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of -way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Owner, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not be deemed to constitute fault or neglect on the part of the Owner.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

END OF SECTION

SECTION 00807

PROJECT REPRESENTATIVE

PART 1 - GENERAL

- 1.1 Presently it is the OWNER'S intention to use the Community Redevelopment Agency (CRA) Program Manager as its PROJECT REPRESENTATIVE for all Community Redevelopment Construction Projects as defined in Section 00100, General Conditions, Paragraph 1.21 and herein further defined. Accordingly, until further written notice from the OWNER, David Campbell, P.E. (CRA Program Manager) is hereby designated by the OWNER to be the PROJECT REPRESENTATIVE for the subject Project (also sometimes referred to within the Contract Documents as the Community Redevelopment Agency Program Manager).

The PROJECT REPRESENTATIVE will administer, coordinate, and provide oversight for all project work to facilitate and promote construction in substantial compliance with the plans and specifications. Specific responsibilities include scheduling, chairing and documenting meetings; processing progress payments; reviewing CONTRACTOR schedules; facilitating shop drawing review; responding to requests for information; confirming receipt of construction photographs and documentation; construction verification; project coordination between the CONTRACTOR, ENGINEER, OWNER, and Utilities; public information and coordination; contract compliance and interpretation; permit compliance; and contract closeout.)

END OF SECTION

SECTION 000808

SALES TAX EXEMPTION ADDENDUM

1. Contractor and City entered into a contract dated _____, (the "Contract") for the performance of the WORK described therein, to which an executed copy of this Sales Tax Exemption Addendum ("Addendum") shall be attached thereto and incorporated therein.
2. Contractor and City desire to enter into an arrangement whereby certain purchases under the Contract can be made through the City as a means of taking advantage of the City's status of being exempt from sales and use taxes.
3. The City is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of building materials or equipment necessary for the performance of work under construction contracts, provided the City determines it is to its best interest to do so, and provided the purchase of such building materials and equipment are handled in the manner hereinafter described.
4. The City has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for building materials or equipment to be used in the construction of this project and notifies the Contractor of its intent to do so.

TERMS AND CONDITIONS

1. The parties intend by this Addendum to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Addendum shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Addendum.
2. The City shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any building materials or equipment included in the Contractor's bid for the Contract. Contractor shall, from time to time submit, update and keep current, for consideration by the City, a list of all building materials and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the building materials and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish building materials and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Contractor's

initial list is attached hereto and incorporated herein. Building materials and equipment not required for the performance of the Contract shall not be purchased under this Addendum. The City reserves the right to delete or add items from this Addendum when it is in the City's best interest.

3. The City will be liable for the payment of all purchases properly made hereunder.
4. Contractor shall notify all suppliers or vendors not to make sales to the Contractor under this Addendum.
5. For each purchase approved by the City to be made under this Addendum, the Contractor shall furnish the City in writing information sufficient for the City to issue to the supplier its City purchase order for the requested building materials or equipment which shall include as an attachment the City's Certificate of Exemption. Suppliers and vendors will render statements for materials purchased to the City in care of the Contractor. After receiving and inspecting the materials when they arrive at the job site, verifying that all necessary documentation accompanies the delivery and conforms with the purchase order, Contractor will forward the invoices to the City's duly authorized representative for approval, processing and delivery to the City for payment. The City will process the invoices and issue payment directly to the supplier or vendor. Contractor will keep and furnish to the City all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Addendum, as the City may reasonably require.
6. The Contract provides that Contractor will perform the work under the Contract for the Contract Price in the amount of \$[REDACTED], as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract shall be reduced by the sum of all amounts paid by the City for materials and equipment purchased under this Addendum, including any shipping, handling, insurance or other, similar charges paid by the City, and all of the savings of sales and use tax on the purchase of such items.
7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
8. Contractor shall immediately notify all subcontractors and material and equipment suppliers of the City's intent to reduce the construction cost of the Project by the purchase of building materials and equipment in the manner herein described and the Contractor shall not withhold his consent to the arrangement.

9. Administrative costs incurred by the Contractor with this Addendum shall be considered to be included in the Total Lump Sum Bid amount for the Work. No addition shall be added to the Contract Price because of the service provided by the Contractor in the purchase of building materials and equipment by the City.
10. All sales and use tax savings on the purchase of building materials and equipment shall be credited to the City and the amount of the Contract Price shall be reduced by the full amount of savings which result from the omission of payment of sales and use tax.
11. By virtue of its payment of material and equipment invoices, the City further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by its failure to facilitate the processing of invoices within the allotted time.
12. The Contractor, notwithstanding the terms and conditions of this Addendum, shall select, describe, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect and guarantee the same as would have been the case if the tax saving procedures were not implemented.
13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the City pursuant to this Addendum. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.
14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Addendum. Such records shall be open to the City or its authorized agent during normal business hours of Contractor.
15. The City will take both legal and equitable title to the building materials and equipment received from the vendor when delivery is made by the vendor at the Project site. Without waiving or releasing Contractor from its obligations under paragraph 13 above, as equitable and legal owner of the materials and equipment purchased under this Addendum, the City shall bear the risk of loss

thereto and shall have the insurable interest therein. Therefore, unless already provided for under the terms of the Contract Documents, Contractor shall cause the City to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to City and Contractor shall provide City certificates thereof requiring each insurer to provide the City ten (10) days written notice in advance of cancellation or modification of coverage. Pursuant to the terms of the Contract Documents, the City will reimburse the Contractor for any additional premium amounts paid solely for such insurances against loss or damage.

16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Addendum, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and receiving the goods; and for unloading, handling and storing the materials until installed. Contractor shall inspect the materials when they arrive at the Project site, verify that all necessary documentation accompanies the delivery and conforms with the City's purchase order, and forward the invoice to the City for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to Drawings and Specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Addendum. Contractor shall be responsible to the City for its failure to fully and timely perform its obligations under this paragraph, and this Addendum generally.
17. When title to the materials and equipment covered by this Addendum passes to the City prior to being incorporated into the Work, the Contractor's possession of the goods is a bailment until such time as each of such goods is returned to the City by being incorporated into the Work.
18. The City shall not be liable for delays in the Work caused by delays in delivery of or defects in the goods covered by this Addendum, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.
19. In the event Contractor objects to the payment of any invoice for goods covered by this Addendum, Contractor shall at no additional cost to the City, provide all assistance, records and testimony necessary or convenient for the City to resolve the supplier's claim for payment.
20. This Addendum and the authority granted to Contractor hereunder may be

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revoked by the City at any time upon verbal or written notice to Contractor at its offices located at _____, during normal business hours.

[END OF SECTION 00808]

SECTION 01046

SPECIAL PROVISIONS

PART 1 – GENERAL

1.01 CONSTRUCTION AREAS

The CONTRACTOR shall:

- A. Limit use of the construction areas for Work and for storage to allow for:
 - 1. Work by other contractors.
 - 2. Utilities use.
 - 3. OWNER use.
 - 4. Public use.
- B. Coordinate use of Work site under direction of the PROJECT REPRESENTATIVE.
- C. Assume full responsibility for the protection and safekeeping of materials and products under this Contract, stored on- or off-site.
- D. Move any stored products, under CONTRACTOR's control, which interfere with operations of the OWNER, utilities, or any separate contractor.
- E. Obtain and pay for the use of additional lay down areas needed for operations.

1.02 SPECIFICATIONS

All Work called for in the Specifications applicable to this Contract, but not shown on the plans in its present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the plans or the Specifications but involved in carrying out intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best

quality is to be used, and interpretation of these Specifications shall be made on that basis. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the Specifications is only for the convenience of the CONTRACTOR and shall not be interpreted as a complete list of related Specification sections.

1.03 WORK PROGRESS

- A. The CONTRACTOR shall construct the Work as shown on the Drawings and provide equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of Work and a rate of progress which will ensure the completion of the Work within the Contract Time.
- B. If at any time, Project execution appears to be inefficient, inappropriate, or insufficient for securing the quality of Work required or for producing the necessary rate of progress, the PROJECT REPRESENTATIVE may request the CONTRACTOR to increase the efficiency, change the character or increase the project equipment and the CONTRACTOR shall conform to such request. Failure of the PROJECT REPRESENTATIVE to give such request shall in no way relieve the CONTRACTOR of his/her obligations to secure the quality of the Work and rate of progress required.

1.04 PRIVATE LAND

The CONTRACTOR shall not enter or occupy private land outside of the construction site or easements, except by written permission of the landowner.

1.05 WORK LOCATIONS

Structures, pipelines, and equipment shall be substantially located as indicated on the Drawings, but the ENGINEER through the PROJECT REPRESENTATIVE reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.06 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by the CONTRACTOR by providing temporary barricades, caution signs, lights, and other appropriate means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his/her own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions. The PROJECT REPRESENTATIVE may require special

construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street or requiring that the trench shall not remain open overnight.

- B. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be properly signed, appropriately barricaded, and well lighted at all times.
- C. The CONTRACTOR shall adhere to the requirements of Chapter 553 Part II of the Florida Statutes entitled Trench Safety Act, and O.S.H.A. Excavation Safety Standards 29 CFRs 1926.650 Subpart P.

1.07 TEST PITS

- A. Test pits for the purpose of locating all known and unknown underground pipelines, utilities, or structures in advance of the construction shall be excavated and backfilled by the CONTRACTOR at the direction of the PROJECT REPRESENTATIVE.
- B. Test pits shall be immediately backfilled after its purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the PROJECT REPRESENTATIVE.
- C. No separate payment will be made for such test pit obligations.

1.08 CARE AND PROTECTION OF PROPERTY

- A. The CONTRACTOR shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the CONTRACTOR, such property shall be restored by the CONTRACTOR, at his/her expense, to a condition similar or equal to that existing before the damage was done or make good the damage in other manner acceptable to the OWNER and PROJECT REPRESENTATIVE.
- B. All sidewalks, mailboxes, and driveways which are disturbed by the CONTRACTOR's operations shall be restored to its original construction or better and in accordance with best practice and the requirements of the Contract Documents.
- C. All fences, walks, bushes, trees, shrubbery, and other physical features along the location of this Work shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by

the CONTRACTOR shall be replaced in the location and by the date indicated by the PROJECT REPRESENTATIVE.

All grass areas beyond the limits of construction which have been damaged by the CONTRACTOR shall be re-graded, sodded, and re-established as before damage. All sod shall match the same type of grass in front of each private "yard" within the right of way.

- D. Trees close to the Work shall be boxed or otherwise protected against injury. The CONTRACTOR shall trim all branches that are liable to be damaged because of construction operations, but in no case shall any tree be cut or removed without prior notification or written approval of the PROJECT REPRESENTATIVE. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to appropriate methods, using only appropriate tools and materials. All landscaping to be removed shall be documented and replaced with like kind or better and re-established as before removal. All palm trees shown on plans shall be spaded out, protected, temporarily stored, and replaced to its same location(s).
- E. The protection, removal, and replacement of existing physical features along the line of Work shall be a part of the Work under the Contract, and all costs in connection therewith shall be included in the lump sum prices.

1.09 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The CONTRACTOR shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains, as well as electric and telephone cables, whether or not they are shown on the Drawings. The CONTRACTOR shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the CONTRACTOR's, or any of its subcontractors, operations shall be repaired at his/her expense.
- B. The CONTRACTOR shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the CONTRACTOR.
- C. Protection and temporary removal and replacement of existing utilities and structures shall be a part of the Work under the Contract and all costs in connection therewith shall be included in the lump sum price.

- D. The CONTRACTOR shall be responsible to maintain water, telephone, power, cable TV, sewer, gas, and other related utilities throughout construction at no additional cost to the OWNER.
- E. The CONTRACTOR shall fully cooperate with all private and public utilities during the installation of new facilities, or relocation of existing facilities. The CONTRACTOR shall accordingly coordinate his/her work and shall have no claim except for time extension for delays associated with the proposed utility improvements.

1.10 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the Work, the CONTRACTOR shall keep the construction site in a reasonably clean and neat condition. The CONTRACTOR shall dispose of all residues resulting from the construction work and, at the conclusion of the work, shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations as well as leave the entire site of the Work in a neat, orderly, and restored condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the CONTRACTOR and his/her subcontractors shall comply with all applicable federal, state and local laws and regulations concerning waste material disposal, as well as any other specific requirements stated elsewhere in the Specifications or the Contract Documents.

1.11 MAINTENANCE OF ACCESS

Portions of the Work are located in developed areas requiring access for fire, police, emergency, and other city, state, or federal agencies to be provided and at least one free lane must be available at all times for all traffic. The CONTRACTOR shall arrange operations in these areas to meet these requirements and secure approval or operating procedures from the City of Panama City Beach, Bay County, or Florida Department of Transportation (FDOT) as the case may be.

1.12 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, the CONTRACTOR shall, at his/her own expense, maintain normal traffic flow

during extended construction stoppage.

- C. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If construction operations cause traffic hazards, the CONTRACTOR shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other satisfactory measures for safety, subject to approval by the PROJECT REPRESENTATIVE.
- C. Detours around construction areas will be subject to the approval of the PROJECT REPRESENTATIVE. Where detours are permitted, the CONTRACTOR shall provide all necessary barricades and signs as required by the PROJECT REPRESENTATIVE to divert the flow of traffic.

While traffic is detoured, the CONTRACTOR shall expedite construction operations and the PROJECT REPRESENTATIVE will strictly control periods when traffic is being detoured.

1.13 CONNECTION TO WORK BY OTHERS

If construction by others occurs at the same time and in the same areas as Work being done under this Contract, the CONTRACTOR shall conduct operations as follows:

Force Mains and Water Mains:

- A. If shown on the Drawings, pipelines constructed under this Contract may be connected to pipelines to be built by others.
- B. Pipelines built under this Contract will be connected to pipelines constructed by others by removing the plugs at both ends of the pipeline segment and making the connection.
- C. If the pipelines have not been constructed by others, the pipeline under this Contract shall be laid to the required line and grade, terminated with a plugged connection, precisely at the location of the connection indicated on the Drawings, and then backfilled and marked with a stake and the connection made later as specified in (B) above.

1.14 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from any injury or damage. The CONTRACTOR shall not allow any wheeling or walking or placing of heavy loads on any newly constructed Work and all portions injured or damaged shall be reconstructed by the CONTRACTOR at

his/her own expense.

- B. All structures shall be protected in a manner approved by the PROJECT REPRESENTATIVE. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation by the OWNER for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the Contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR shall maintain the Work during construction and until the Project is accepted. Such maintenance shall constitute continuous and effective Work prosecuted on a daily basis, with adequate equipment and forces in order that the roads or structures are kept in satisfactory condition at all times. In the case of a contract for the placing of a previously constructed course or subgrade, the CONTRACTOR shall maintain the previous course or subgrade during all construction operations.

All cost of maintenance work during construction and before the Project is accepted shall be included in the Contract Price and the CONTRACTOR will not be paid an additional amount for such Work.

1.15 APPENDICES

The CONTRACTOR shall follow all permit conditions in the Appendices which are part of the Contract Documents.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01065

PERMITS AND FEES

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

The CONTRACTOR shall:

- A Obtain and pay for any and all permits and licenses as specified in the General Conditions (Section 00100), except as otherwise provided herein, and in effect at the time of bidding.
- B Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
- C Comply with all construction related conditions specified in each permit and license.

A copy of the permits obtained by the OWNER will be furnished to the CONTRACTOR.

1.02 PERMITS BY OWNER

The OWNER will acquire the following permits (when applicable):

- A Florida Department of Transportation (FDOT) Construction Agreement

1.03 CONSTRUCTION PERMIT

- A The CONTRACTOR shall be responsible for acquiring all construction permits including local building permits and any permits necessary to comply with the FDOT Construction Agreement.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01300

SUBMITTALS

1.01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall submit to the ENGINEER for review such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this Section called "Data"), and material samples (hereinafter in this Section called "Samples") as are required for the proper control of work, including but not limited to those working drawings, shop drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The CONTRACTOR shall note that there are specific submittal requirements in other sections of these Specifications.

1.02 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean CONTRACTOR's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, bills of material, wiring and control diagrams, and inspection and test reports including performance curves and certifications as applicable to the Work.
- B. All details on shop drawings submitted for approval shall clearly show the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the Work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for approval.
- C. See Shop Drawing Schedule requirements in Subparagraph 1.07 CONTRACTOR'S RESPONSIBILITY.

1.03 PRODUCT DATA

Product data as specified in individual sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, MANUFACTURER'S printed statements of compliances and applicability, roughing-in diagrams and

templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing storage instructions, and printed product warranties, as applicable to the Work.

1.4 WORKING DRAWINGS

- A. When used in the Contract Documents, the term “working drawings” shall be considered to mean the CONTRACTOR’s plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Working drawings shall be signed and sealed by a registered Professional Engineer, currently licensed to practice in the State and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such Work, working drawings must have been reviewed without specific exceptions by the ENGINEER. Such review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility, therefore.

1.05 SUBMITTAL REQUIREMENTS

- A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the Work of the OWNER or any separate contractor, all shop drawings, product data, working drawings and samples required by the Contract Documents.
- B. The CONTRACTOR shall submit one digital (.pdf format) copy of all shop drawings for the ENGINEER to review and comment. PDF formatting shall allow the ENGINEER to print any portion of the submittal at the original drawing size it was developed in prior to scanning and retain original drawing quality.
- C. All submittals shall be directly transmitted to the ENGINEER’s office. Submittals to the PROJECT REPRESENTATIVE will not be accepted.

- D. Shop drawings, product data, working drawings and Samples shall be furnished with the following information:
1. Number and title of the drawing.
 2. Date of drawing or revision.
 3. Name of project building or facility.
 4. Name of contractor, subcontractor, and manufacturer submitting drawing.
 5. A certification by the CONTRACTOR that states the following: I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is in compliance with the Contract Drawings and Specifications, can be installed in the allocated space, will be stored in accordance with the manufacturer's recommendations and the Specifications, and is submitted for approval.
- E. All items specified are not necessarily intended to be a manufacturer's standard product. Variations from specified items will be considered on an "or equal" basis. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in the letter of transmittal and on the shop drawings along with notification of intent to seek contract adjustment. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations, responsibility will not be waived for executing the Work in accordance with the Contract, even though such drawings have been reviewed. Variations submitted but not described may be cause for rejection. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the ENGINEER.
- F. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.
- G. The CONTRACTOR shall use the color "green" to make his remarks on the Submittals. Only the ENGINEER will utilize the color "red" in marking submittals.

1.07 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, Data, schedules and Samples before submitting them to the ENGINEER for review. Each and every copy of any drawing or data sheet larger than 11"x17" shall bear CONTRACTOR's stamp showing that they have been so checked and approved. Drawings or data sheets 11"x17" and smaller shall be grouped together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the ENGINEER's option, for conformance with this requirement.
- B. The CONTRACTOR shall review shop drawings, product data, and Samples prior to submission to determine and verify the following:
1. Field measurements.
 2. Field construction criteria.
 3. Manufacturer's catalog numbers and similar data.
 4. Conformance with Specifications.
- C. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- D. At a time decided upon at the preconstruction meeting the CONTRACTOR shall furnish the PROJECT REPRESENTATIVE and ENGINEER a Shop Drawing schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule. The CONTRACTOR shall prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.
- E. The CONTRACTOR shall not begin any Work affected by a submittal returned not approved. Before starting this Work, all revisions must be

corrected by the CONTRACTOR. After resubmittal they will be reviewed and returned by the ENGINEER. If approved or approved as noted, then the CONTRACTOR may begin this Work. Any corrections made to the shop drawings are to be followed without exception.

- F. The CONTRACTOR shall submit to the ENGINEER all shop drawings and data sufficiently in advance of construction requirements to provide no less than 14 calendar days for review from the time the ENGINEER receives them. No less than 30 calendar days will be required for major equipment that requires review by more than one engineering discipline.
 - G. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review and approval by ENGINEER of the necessary shop drawings.
 - H. All shop drawings, product data, working drawings and Samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.
 - I. The CONTRACTOR shall check all subcontractors' shop drawings, product data, working drawings and Samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the ENGINEER.
 - J. Requests for Information (RFI) shall be submitted on a standard form through the PROJECT REPRESENTATIVE. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.
- 1.08 ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES
- A. The ENGINEER's review is for general conformance with the design concept and contract drawings. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the contract plans and specifications or from departures therefrom. The CONTRACTOR remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

- B. The review of shop drawings, Data, and Samples will be general. They shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
 3. as approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. If the shop drawings, Data or Samples as submitted describe variations per Subparagraph (1.6H) and show a departure from the Contract requirements which ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or Contract Time for performance, the ENGINEER may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the CONTRACTOR under one of the following:
- “APPROVED” is assigned when there are no notations or comments on the submittal. The CONTRACTOR may release the equipment and/or material for manufacture.
- “APPROVED AS NOTED” is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Resubmittal or confirmation is not necessary prior to release for manufacturing.
- “NOT APPROVED/RESUBMIT” The submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This generally means that the equipment or material cannot be released for manufacture unless the CONTRACTOR takes full responsibility for providing the submitted items in accordance with Contract Documents.
- “FOR YOUR INFORMATION” is assigned when the package provides information of a general nature that may or may not require a response.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of

revision triangles or other similar methods, to revisions other than the corrections requested by the ENGINEER on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any Work done because of this type of revision that is not in accordance with the Contract Documents as may be required by the ENGINEER.

- F. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the PROJECT REPRESENTATIVE at least 7 working days prior to release for manufacture.
- G. The ENGINEER will review a submittal a maximum of two times, after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER.
- H. When the shop drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.
- I. Partial submittals may not be reviewed. The ENGINEER will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR and will be considered "Not Approved" until resubmitted. The ENGINEER may, but is not required to, provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

1.01 REQUIREMENTS

The CONTRACTOR shall employ a competent photographer to take digital construction record photographs or perform digital video recording, including providing all labor, materials, equipment and incidentals necessary to obtain specified photographs and/or video. All photographs or video provided to the OWNER in the course of this PROJECT is considered to be in the public domain and may be freely disseminated without additional compensation to the CONTRACTOR or its photographer.

1.02 QUALIFICATIONS

- A. All photography shall be accomplished by a competent camera operator who is fully experienced and qualified with the specified equipment.
- B. For the video tape recording, the audio portion should be accomplished by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

1.03 PROJECT PHOTOGRAPHS

- A. Provide clear high resolution (1600x1200 pixel minimum, .jpg format) photographs of the entire work area prior to any construction for the purpose of records of conditions prior to construction. All service locations from tap location to meter shall be thoroughly photographed prior to construction per and post construction. All digital file names shall include actual street address of service.
- B. Photographs shall be submitted each month on a project-labeled CD with the monthly Request for Payment. Provide photographs of all service locations completed or in active work areas. Payment will be withheld until the required photographs are provided.
- C. The CONTRACTOR shall pay all costs associated with the required photography and producing completed CD media.
- D. All project photographs shall be taken from locations to adequately illustrate conditions prior to construction, or conditions of construction and state of progress or particular construction activities or problems. The CONTRACTOR shall consult with the PROJECT REPRESENTATIVE for instructions concerning views required. A minimum of five photographs

from different viewpoints, both pre and post construction, shall be provided for each service location

1.04 VIDEO RECORDINGS

- A. Video recording shall be accomplished along all routes that are scheduled for Construction in addition to required construction photographs. All video recording shall be in digital hi-resolution (720p resolution minimum) color. Video shall include full recording of both sides of all streets on which construction is to be performed. File format shall be .mpg.
- B. The video shall, when viewed, show the image, $\frac{1}{4}$ of the roadway fronting all property and $\frac{3}{4}$ of the image shall be of the property. The video shall be accomplished so as to show the roadway and property in an oblique view (30 degrees).
- C. A complete view, in sufficient detail, of all existing facilities shall be provided.
- D. Two complete sets of video recordings shall be delivered to the PROJECT REPRESENTATIVE for the permanent and exclusive use of the PROJECT REPRESENTATIVE prior to the start of any construction on the project.
- E. All videos shall contain the name of the project, the date and time of the videotaping, the name and address of the photographer and any other identifying information required.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01505

MOBILIZATION/DEMobilIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

As required for the proper performance and completion of the Work, mobilization shall include, but not be limited to, the following principal items:

- A. Move onto the site all CONTRACTOR'S equipment required for the first month's operation.
- B. Install any necessary temporary construction power, wiring, telephone, and lighting facilities.
- C. Establish a safety program.
- D. Secure construction water supply.
- E. Provide on-site sanitary facilities.
- F. Arrange for and erect CONTRACTOR'S lay down and storage yard and employee's parking facilities.
- G. Submit all required insurance certificates and bonds.
- H. Obtain all required permits.
- I. Post all OSHA, FDEP, Department of Labor, and all other required notices.
- J. Have CONTRACTOR'S project manager and/or superintendent at the job site full time.
- K. Submit a detailed construction schedule acceptable to the PROJECT REPRESENTATIVE.
- L. Submit a Schedule of Values of the Work in an approved format acceptable to the PROJECT REPRESENTATIVE.
- M. Submit a hurricane preparedness plan acceptable to the PROJECT REPRESENTATIVE.

1.02 PAYMENT FOR MOBILIZATION

Payment for all mobilization/demobilization work will be made at the lump sum

price bid for mobilization and demobilization of all labor, equipment, materials and appurtenances necessary for construction of the project. Mobilization shall include all items listed in the above paragraph. Also included, but not limited to, as part of this bid item is the cost for project performance indemnification's, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work. Measurement and payment for this bid item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 5.0 percent of the total contract amount. Seventy percent (70%) of the lump sum amount will be payable upon mobilization. The remaining 30% will be payable subject to retainage in accordance with paragraph 18.1.3 of Section 00100 General Conditions.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 01705

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

Definitions:

- A. Closeout is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, and similar actions evidencing completion of the Work. Specific requirements for individual units of work are specified elsewhere in these Specifications.
- B. Time of closeout is directly related to "Substantial Completion," and therefore; may be either a single time period for entire Work or a series of time periods for individual parts of the Work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION

C. General:

Prior to requesting ENGINEER's inspection for certification of Substantial Completion (for either entire work or portions thereof), complete the following and list known exceptions in request:

1. In progress payment request, coincident with or first following date claimed, show either 100% completion for portion of Work claimed as "substantially complete" or list incomplete items, value of incompleteness, and reasons for being incomplete.
2. Include supporting documentation for completion as indicated in these Contract Documents.
3. Submit statement showing accounting of changes to the Contract Sum.

4. Advise OWNER of pending insurance change-over requirements.
5. Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
6. Obtain and submit releases enabling OWNER's full and unrestricted use of the work and access to services and utilities, including (where required) operating certificate, and similar releases.
7. Submit record drawings, and similar final record information.
8. Complete final cleaning up requirements, including touch-up painting of marred surfaces.

D. Inspection Procedures:

Upon receipt of CONTRACTOR's request, the ENGINEER will either proceed with inspection or advise CONTRACTOR of prerequisites not fulfilled. Following initial inspection, the ENGINEER will either prepare certificate of Substantial Completion, or advise the CONTRACTOR of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.04 PREREQUISITES FOR FINAL ACCEPTANCE

A. General:

Prior to requesting ENGINEER's final inspection for certification of final acceptance and final payment, as required by General Conditions (Section 00100), complete the following and list known exceptions (if any) in request:

1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
3. Submit consent of surety.
4. Submit final liquidation damages settlement statement, acceptable to the OWNER.

5. Revise and submit evidence of final continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

Upon receipt of CONTRACTOR's notice that the work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, the ENGINEER will reinspect the Work. Upon completion of reinspection, the ENGINEER will either prepare a certificate of final acceptance or advise the CONTRACTOR of Work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS

A. General:

Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01300 (Submittals).

Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for ENGINEER'S reference during normal working hours.

B. Record Drawings:

1. Maintain a set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown.
2. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings.
3. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
4. Mark-up new information which is recognized to be of importance to the OWNER but was for some reason not shown on either the Drawings or Shop Drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.
5. Note related Change Order numbers where applicable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

A. General:

Special cleaning for specific units of work is specified in other sections. The following are examples, but not by way of limitation, of cleaning levels required:

1. Clean Project site of litter and foreign substances.
2. Sweep paved areas to a broom-clean condition; remove stains, petrochemical spills and other foreign deposits.
3. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.

B. Compliances:

1. Comply with safety standards and governing regulations for cleaning operations.
2. Do not burn waste materials at site, or bury debris or excess materials on OWNER's property, or discharge volatile or other harmful or dangerous materials into drainage systems.
3. Remove waste materials from site and dispose of in a lawful manner.
4. Dispose of extra materials of value remaining after completion of the associated Work has become the OWNER's property, to OWNER' best advantage as directed.

END OF SECTION



**CITY OF PANAMA CITY BEACH
COMMUNITY REDEVELOPMENT AGENCY
FRONT BEACH ROAD CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT No. 21-007**

APPENDIX A

SPECIFICATIONS PACKAGE



APPENDIX A
SPECIFICATIONS PACKAGE

The July 2021 edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature
and Seal:

Date:	July 2021
Engineer of Record:	Blake R. Furbee, P.E.
Fla. License No.:	88505
Firm:	Gortemoller Engineering, Inc.
Certificate of Authorization:	09505
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SPECIAL PROVISIONS

CITY OF PANAMA CITY BEACH SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The City uses the “Florida Department of Transportation Standard Specifications for Road and Bridge Construction” as the governing specification for City roads and stormwater projects. This special provision contains specific clauses adopted by the City of Panama City Beach that add to or revise the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or supplement specifications, setting forth conditions varying from or additional to the Standard Specifications and are applicable to City of Panama City Beach Public Works road and storm water construction projects.

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2020 Edition, Division II shall be the governing specifications for all contracts pay items unless the pay items are modified by pay item notes or special provisions. Division I of the FDOT specifications shall be used for prosecution and progress of the contract except where modified by the City’s general conditions or special provisions. Sections 2, 3, 4, 5, 8-1, 9-2.1.1 and 9-2.1.2 of the FDOT specifications are specifically excluded from this project. For purposes of liquidated damages, the contract time shall be calculated in accordance with Section 8-7 of the FDOT specifications with the exception that no work shall be allowed on Sundays.

1. The governing order of project documents is:
 - a. General Terms and Conditions
 - b. City of Panama City Beach Special Provision for the Adaptation and Use of the FDOT Specifications
 - c. Bid Form Pay Item Notes
 - d. Plans
 - e. FDOT Standard Plans
 - f. Project Specific Specifications
 - g. FDOT Standard Specifications for Road and Bridge Construction
 - h. When discrepancies exist between any of the above, the City of Panama City Beach Public Works Director or the City’s designated representative shall determine the proper course of action for the Contractor.

2. Time is of the essence to complete this Project. The Contractor will not be limited to set or regular working hours established by the City, provided however, that

Contractor shall be required to submit a work schedule for each week (the “Weekly Work Schedule”) in writing to the Project Representative, at least 48 hours prior to the commencement of performance of any proposed Work for the subject week. The Project Representative’s approval of the Weekly Work Schedule shall not be unreasonably delayed or withheld. The Contractor shall not work on holidays falling within the Contract Time, or on weekends during March 1 and September 1 without prior approval from the Project Representative.

3. Weather Delays to Controlling Items of Work – Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:
 - a. The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or
 - b. The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.
4. Weather Time Recommendations – The Contractor shall provide City with a detailed report documenting weather data for the project and the extent that work is performed on a controlling items of work on the Daily Work Report when requesting time extensions for weather delays. The City or the City’s Designated Representative shall review the request in comparison with the Schedule provided by the contractor at the commencement of the contract to determine if there is little likelihood of productive work being accomplished on a controlling work item for 50% of that day. If this determination is made then a time extension will be granted to the Contractor. Such determinations can be made in advance for a period no greater than a week.
5. Weather Delays – Time extensions will be granted on a contract day per delayed day.
 - a. The Contractor provides a schedule which identifies the intended work week, thus determining the scheduled workdays and controlling items of work. If inclement weather affects the Contractor’s ability to productively perform controlling items of work on one of the scheduled workdays, a day is granted. Weekend days are eligible for weather days provided the weekend day is a scheduled workday and is shown as a scheduled workday on the accepted schedule. The City and the Contractor’s representative must agree ahead of time as to the controlling items of work and the number of days of

the week to be worked. No weather delays will be recognized before the Contractor actually begins work or attempts to begin work in accordance with the approved project work schedule. Weather days will be granted only during the authorized Contract Time Period.

6. Contract Time - The number of calendar days allowed by the City for the substantial completion of the Contract. The contract substantial completion date is computed by adding the number of days authorized by the Form of Agreement to the Notice to Proceed date.
7. Notice to Proceed – Written communication issued by the City to the Contractor authorizing them to proceed with the work and establishing the date for commencement of the work. For purposes of calculating liquidated damages, the Notice to Proceed date will be considered day zero.
8. Substantial Completion - For a unit price contract a project is substantially complete when all the work, as specified in the plans and list of pay items, has been completely installed. For a lump sum contract, a project is substantially complete when all the work specified by the plans and specifications are complete and the City can enjoy beneficial use or occupancy and may use, operate and maintain the project in all respects and for its intended purpose as determined by the City's Designated Representative. The Contractor will not be charged liquidated damages for any days on or after the substantial completion date, but retainage will be withheld until all punch list items are completed.
9. Whenever unanticipated work not covered by the drawing or specifications is found and is considered essential to satisfactorily complete the work within intended scope, the Contractor shall notify the City's Designated Representative immediately.
10. The City may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. Rights are reserved to purchase additional quantities at bid price.
11. When the Contractor deems that extra compensation is due for work not covered in the contract the Contractor shall immediately, verbally notify the City's Designated Representative and follow-up with a written claim within twenty (20) calendar days of the date of the event that gave rise to the claim. The City will not

consider any claim when the notice given by the Contractor is over 20 calendar days past the date of the event giving rise to the claim and the Contractor shall waive the claim for compensation. The contractor shall not commence any work claim until they have received written approval from the City to do such work.

12. The Contractor must submit in writing to the City Engineer any claims for compensations due to delays. The City will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage. In order to submit a valid claim for work stoppage, the Contractor must submit a schedule made using the critical path method which shows the early start, late start, early finish, late finish and the critical path. The City expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five workdays if the City deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the City Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.
13. The Contractor fully warrants all workmanship and material, in the performance of his obligation under this contract, for a period of one (1) year after completion of the work described in this Contract. The warranty period begins at the date of final payment for the project. The Contractor shall forthwith repair or remedy any defects in the construction done by him, discovered within one (1) year, without cost or charge to the Owner. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the correction of the defect, then the Owner may have the work done at the Contractor's expense or may proceed against the surety bond.
14. Unless otherwise stated in the contract documents, the term furnish shall be interpreted as meaning furnish and install, which shall include the full cost of materials, labor and equipment to furnish and install a complete item to include satisfactorily completion of all testing requirements.
15. An invoice must be submitted even if no work was performed during that month.

16. All submittals shall be submitted to the City for staff review no later than 10 workdays prior to the products use on the project.
17. The Contractor's project manager shall provide written documentation on elevations of curbing, inlet box inverts and grate elevations, pipe inverts, final milling and base profiles and cross slopes and any other critical elevations and slopes as directed by the City, all prior to covering up the work and done as the work progresses.
18. The contractor shall invoice the City monthly, and the invoice shall be submitted by the 10th calendar day of the month.
19. All submittals shall be submitted to the City for staff review no later than 10 workdays prior to the products use on the project.
20. In order to be compensated for stored materials, a City representative must inventory and accept the material when it is delivered to the job storage site and the contractor shall give the City representative an invoice from the material supplier that shows the material cost per unit for each item stored. The City will not pay for stored materials deemed to be defective.

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

ARTICLE 1-3 has the terms Department, Engineer and Holidays deleted and the following substituted:

Department.

City of Panama City Beach (City).

Engineer.

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be City in-house staff, or a consultant retained by the City.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when,

or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

Holidays.

City Holidays – New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans’ Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve. Holidays that fall on a Saturday will normally be observed on the preceding Friday and holidays that fall on Sunday will normally be observed on the following Monday.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE (DISCHARGE TO).
(REV 6-9-15) (FA 7-22-15) (7-19)

SUBARTICLE 7-2.2 is expanded by the following:

The “State of Florida Department of Environmental Protection (DEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities” applies to this Contract. Obtain a copy of the permit through the Department’s website and comply with the requirements of the permit. The URL for obtaining a copy of the permit is http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

In accordance with the requirements of the DEP generic permit, accept responsibility for the following:

- (a) Preparation, execution and submission of DEP Generic Permit Notice of Intent (NOI) and payment of associated fee(s)
- (b) Preparation and submission of Erosion Control Plan as outlined in Section 104
- (c) Any Contractor initiated SWPPP modifications
- (d) Performing inspections using a qualified inspector
- (e) Completion of SWPPP construction inspection reports
- (f) Executing associated certification forms provided by the Engineer
- (g) Preparation, execution and submission of Notice of Termination (NOT) of the DEP Generic Permit coverage.

Use the SWPPP Construction Inspection Form provided by the Engineer to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit it weekly to the Engineer.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (7-19)

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION DETAILS

Section 102 – Maintenance of Traffic

1. Contractor at Contractor's expense shall give residents and businesses located on the project right-of-way 48 hours' notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The City will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.
2. When traffic signs are located within the area of construction, the Contractor shall notify the City Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.
3. If work is required after sunset, all elements of the night requirements for traffic control through work zones as specified in the FDOT Roadway and Traffic Standard Plans shall be in place prior to beginning work.

4. Lane closure restrictions are:

From 7:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure. No lane closures will be allowed during the month of April. At the discretion of the City Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal. All lanes must be reopened to normal traffic within 12 hours during an evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the City Engineer.

5. Any road closures will require a minimum of 10 working days' notice and City manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure. Portable Changeable (Variable) Message Signs (PCMS) shall be in place 48 hours in advance of any road closure informing motorist of the date and time of the proposed closure. PCMS shall be provided at no additional cost to the City.
6. Removal of existing and/or temporary painted pavement markings shall be accomplished by the following methods: Milling and/or asphalt overlay, sand or water blasting, or other means approved by the City Engineer. Grinding shall only be permitted in non-traffic areas as designated by the City Engineer. Use of black paint to cover existing and/or temporary pavement markings is prohibited.
7. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.
8. When a road is closed to thru-traffic, in addition to installing the applicable closure and detour signage to route the thru-traffic around the closure, the contractor shall comply with all applicable portions of the FDOT Specifications and Standard Plans to provide for the control and protection of local traffic thru the closed section of roadway, throughout the duration of the closure, day and night, to include advanced warning signs, protective barriers, and 1-way (single lane) traffic operations with flaggers, as applicable.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
 - a. An FDOT approved asphaltic concrete production plant.
 - b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.
2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.
3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.
4. The Contractor or Subcontractor that installs any of the painted or thermoplastic traffic markings and retro-reflective pavement markers (RPMs) for the final pavement surface shall possess a current FDOT certificate of Qualification in Pavement Markings.

APPENDICES

TECHNICAL SPECIAL PROVISIONS.

The following Technical Special Provisions are individually signed and sealed but are included as part of this Specifications Package.

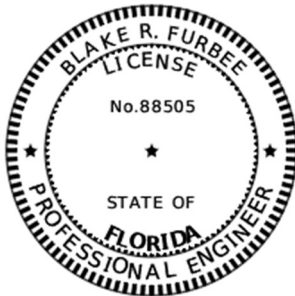
Methyl Methacrylate (MMA)



TECHNICAL SPECIFICATIONS
Methyl Methacrylate (MMA)

Date:	June 2021
Engineer of Record:	Blake R. Furbee, P.E.
Fla. License No.:	88505
Firm:	Gortemoller Engineering, Inc. 708 Thomas Drive Panama City Beach, Florida 32408
Certificate of Authorization:	09505
Page(s):	1 – 4

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THIS SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS

BLAKE R. FURBEE, P.E.
P.E. NO. 88505
GORTEMOLLER ENGINEERING, INC.
708 THOMAS DRIVE
PANAMA CITY BEACH, FL 32408
(850) 249-2425
BFURBEE@GORTENG.COM
REGISTRY NUMBER: 09505

Methyl Methacrylate (MMA)

Technical Specification

Methyl Methacrylate (MMA) is a resin system used for pavement area markings and anti-skid surfacing. It is a plural component, liquid applied MMA and catalyst, capable of full cure in a wide range of temperatures without requiring external heat sources. MMA is typically used for demarcation of crosswalks, bicycle paths, bus lanes and other specially designated areas. It can also be used as a surface to enhance skid resistance on hazardous turns and other areas prone to accidents. It can be applied to either concrete or asphalt using **spray equipment and a pressurized broadcast aggregate** method. **Resin and hardener formulations are to be systematically mixed, via spray equipment at a 98:2 ratio to ensure proper cure times and performance.** If using glass beads, they must be coated for use with MMA materials.

Application Procedure

Material Color Selection: Contractor shall coordinate the material color with the City of Panama City Beach Project Manager and Manufacturer for each application area.

Surface Preparation: All surfaces that are to receive MMA must be thoroughly clean, dry, and free of all dirt, grease, and other contaminants that might interfere with proper adhesion. All damaged or deteriorated surfaces must be repaired before applying MMA. The surface should be visibly dry, and the moisture content should be tested according to ASTM D4263 (modified to 2 hours). New asphalt shall have been placed for a minimum of 30 days prior to installation of MMA and surface oils should not be present. The temperature of the pavement and air should be between 40°F-100°F and 5°F above the Dew Point temperature.

Application Mock-up: Contractor shall install a mock-up 50' in length and 11' in width of the material prior to installation in the field for approval.

Opening for Traffic: Contractor shall ensure that there is not traffic on the material until the material is fully cured. Contractor shall be responsible for construction timing and Temporary Traffic Control to ensure the material is fully cured prior to opening for traffic.

Mixed Resin and Aggregate Application Method

Mixing and Application

Mixing: MMA comes in three components (pigmented resin, liquid hardener, and aggregate). Thorough and complete mixing of these components, **with automatic agitation in the supply tank,** is vital for uniform curing and performance. Air/substrate temperature determines the amount of hardener used; refer to Table 1 for the appropriate amount of hardener to be added to the MMA resin. After automatic mixing of the resin and the hardener at the gun tip, the MMA must be applied to the pavement immediately.

Table 1: Hardener per 2 Gallons of MMA Primer or Resin

Temp °F(°C)	Weight %	Grams	Packets (120 g each)
40-59 (0-15)	3	360	3
60-89 (15-32)	2	240	2
90-100 (32-38)	1	120	1

Spray/Broadcast Aggregate Application Method

Mixing and Application

It is important to use the resin formulation that matches the mixing ratio of the equipment that will be used for the application. Spray applications using a 98:2 formulation with equipment that automatically proportions volumes of resin and hardener, does not require the resin and hardener to be premixed prior to application, and applies at not less than 2,500 PSI. The MMA resin should be agitated prior to mixing with the liquid hardener at the gun tip. Refer to Table 2 for hardener mixing ratios. If there is an interruption in the spray application the equipment should be cleaned with solvent to prevent material from curing and creating clogging.

Application: The first application is to be MMA, sprayed at a rate of approximately 35 square feet per gallon, with a coat of aggregate sprayed on top, to be followed by a second coat of MMA only, also sprayed at a rate of approximately 35 square feet per gallon.. After applying two coats of colored MMA, a final coat of a clear non-tracking finish or final topcoat of MMA is to be applied to aid in oil and grease degradation. After the MMA is applied, and before it cures, remove all masking (tape). At the onset of rain, installation shall cease until the substrate is sufficiently dry to the satisfaction of the engineer. The installer must be able to show prior installations of sprayed MMA that amount to not less than 50,000 square feet and the manufacturer must have material that has been successfully applied, in the field for not less than seven years.

**Before applying any line striping or symbols; confirm compatibility of materials with manufacturer*

Table 2: Hardener per Gallon of MMA Primer and Resin (98:2) spray equipment without automatic proportioning)

Temp °F(°C)	Weight %	Grams	30 g Packets
40-59 (4-15)	4-3	240-180	8-6
60-89 (15-32)	2-1	120-60	4-2
90-100 (32-38)	1-.5	60-30	2-1

Table 3: Physical Properties* of MMA

Property	Unit of Measure	Test
Resin		
Elongation	30% min	ASTM D638 Type I
Hardness	55-60 Shore D	ASTM D2240
Water Absorption	0.25% max	ASTM D570
Pot Life	15 minutes @ 72°F (22°C)	AASHTO T237
Flash Point	50°F (10°C)	ASTM D1310
Solids Content	99%	ASTM D1644
Aggregate		
Specific Gravity	2.65	ASTM C128
Hardness	7.0	Mohs Scale

*To be used as general guidelines only

Storage

Materials shall be kept in dry protected areas between 40°F – 80°F out of direct sunlight, protected from open flame. Hardener component shall be stored separately from other materials. Manufacturer’s specific label instructions and prudent safety practices for storage and handling shall be followed at all times. Materials shall be suitable for use for six months after the date of receipt when stored in accordance with the manufacturer’s instructions.

Caution

The binder shall be 100% reactive, solvent-free, acrylic vehicle. Blends with other resins or liquid vehicles shall not be permitted. Coarse aggregate shall be part of the formulation to provide for skid resistance.

END OF SECTION

THIS COMPLETES THIS SPECIFICATIONS PACKAGE



**CITY OF PANAMA CITY BEACH
COMMUNITY REDEVELOPMENT AGENCY
PCB21-23 ITB CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT No. 21-007**

APPENDIX B

CONTRACT CHANGE ORDER FORM

CONTRACT CHANGE ORDER

	ORDER NO.
	DATE
	STATE
	FLORIDA
CONTRACT FOR CITY OF PCB21-23 ITB CRA CROSSWALKS SIGNING AND PAVEMENT MARKING REHABILITATION PROJECT NO. 21-007	COUNTY
	BAY
OWNER CITY OF PANAMA CITY BEACH	

To _____
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
TOTALS	\$	
NET CHANGE IN CONTRACT PRICE	\$	\$

JUSTIFICATION: Additional days due to unforeseen conditions and rain days.

The amount of the Contract will be **Increased/Decreased** by the Sum of: _____ Dollars (\$ _____).

The Contract Total including this, and previous Change Orders will be: _____ Dollars (\$ _____).

The Contract Period provided for Completion will be **changed/unchanged**.

This Document will become a supplement to the contract and all provisions will apply hereto.

_____ (Contractor)	_____ (Date)
Blake R. Furbee, Project Engineer Gortemoller Engineering, Inc.	_____ (Date)
Drew Whitman, City Manager City of Panama City Beach	_____ (Date)



**CITY OF PANAMA CITY BEACH
COMMUNITY REDEVELOPMENT AGENCY
FRONT BEACH ROAD CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT No. 21-007**

APPENDIX C

PAY REQUEST FORM



**CITY OF PANAMA CITY BEACH
COMMUNITY REDEVELOPMENT AGENCY
PCB21-23 ITB CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT No. 21-007**

APPENDIX D

**CITY OF PANAMA CITY BEACH
AS-BUILT CHECKLIST**

SECTION 20000

MINIMUM TECHNICAL STANDARDS CHECKLIST FOR UTILITY AS-BUILTS

CITY OF PANAMA CITY BEACH

PART 1 - GENERAL

- 1.1 Surveyors and mappers must meet the following minimum standards of accuracy, completeness, and quality for the City of Panama City Beach to accept as-builts:
1. Must identify the responsible surveyor and mapper.
 2. Shall state the type of survey it depicts and the purpose of the survey.
 3. Must bear the name, certificate of authorization number, and street and mailing address of the business entity issuing the as-built survey, along with the name and license number of the surveyor in responsible charge.
 4. Must reflect a survey date, which is the date of acquisition. When the graphics of the as-built survey are revised, but the survey date stays the same, the as-built survey must list dates for all revisions.
 5. Must be signed and sealed by the surveyor in responsible charge.
 6. A designated "north arrow" and either a stated scale or graphic scale shall be shown.
 7. Appropriate line types, line weights, and line widths shall be used on the as-built drawing to differentiate existing from proposed and water from sewer, reclaim, and storm. All physical items (i.e., Pipes, valves, etc.), surveyed boundaries, and easements should be clearly marked, and dimensioned, and identified by size and material.
 8. All utilities in the public right of way and within easements or to the end of the publicly owned portion of the utility (i.e., Meter and backflow preventer, cleanout, etc.) Shall be shown with associated sizes labeled. This includes, but is not limited to, stub-outs/laterals, meters, BFP's, water mains, force mains, gravity sewer mains, manholes, storm water piping and associated structures, valves, fire hydrants, lift stations, etc. All pipeline work must be connected within the site as well as the connection to existing utilities

adjacent to the site (it is the surveyor's responsibility to coordinate with all contractors for locations and sizing). All utility connections to the buildings must be shown.

9. All proposed utility/ingress/egress easements must be shown on the drawing and must have the associated legal description written.
10. Edge of pavement, roads (asphalt shaded), curbs, driveway connections, buildings, parking lots, right-of-way, and street names must be shown in all applications. All items mentioned above must be field located.
11. If a lift station is to be dedicated to the city the plan must show a detail scaled at 1"=10' showing all improvements including water and sewer services, manholes, inverts, rims, BFP's, yard hydrants, control panels, fencing, parcel boundary, legal description of parcel boundary, wet well, valve box, force main, flow meter (if applicable), driveway, gate.
12. Property boundary must be clearly labeled and dimensioned.
13. Inverts, grates, tops, rims must be shown for all storm water drainage structures. Inverts (pipes and cleanouts) and rims must be shown for all gravity sewer manholes. Slopes must be shown on each run of pipe for review and approval.
14. "as-built" profile of all directional bores and jack-and-bores indicating grade and pipe elevations at 10-foot intervals shall be provided on as-built plan sheets based on bore logs developed by boring contractor during installation. Profiles shall use horizontal stationing which ties to stationing on plans. Profiles shall also show existing surface elevations as well as any proposed surface elevations on the profile. Surface profiles must show any pavement, sidewalks, ditches, swales etc. Note that profiles locating pipe solely by "depth below existing ground" will not be accepted.
15. Coastal setback line or coastal construction control line should be designated.
16. Elevations and location of any flood zones along the flood hazard boundaries shall be delineated.
17. Nearby wetlands and other environmentally significant resources clearly labeled.

18. Storm water management system features including dimensions of wet and dry swales, wet and dry ponds, conveyance systems, easements, along with all associated M.E.S. Structures and inverts, outfall structures and inverts, skimmers, discharge structures and inverts and slot elevations, top of bank, slope of bank and bottom of all ponds, swales, closed and open conveyances. For FEMA LOMR submittals also provide finished floor elevations, spot elevations and/or contours showing lowest lot elevations.
19. The engineer of record shall review and approve the as built prior to submission to the city for final approval. Written approval by the engineer of record shall be noted on a transmittal with a statement of no exceptions to minimum standards provided herein.
20. Storm water requirements for the as-built surveys only apply to parcels within city limits. Contractor shall submit three (3) hard copies and one (1) digital (AutoCAD format & PDF) for review and approval.

END OF SECTION



**CITY OF PANAMA CITY BEACH
COMMUNITY REDEVELOPMENT AGENCY
PCB21-23 ITB CRA CROSSWALKS
SIGN & PAVEMENT MARKINGS REHABILITATION
PROJECT No. 21-007**

APPENDIX E

ADDENDA

APPENDIX F

QUESTIONNAIRE

(Submit with necessary attachments along with your bid documents)

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. Do you have a current Florida General Contractor License? State your license number: _____
Do you have a current Florida Underground Utility Contractor License? State your license number: _____.

2. How many years has your organization been in business as a General Contractor?

3. Describe and give the date and owner and engineer of record with reference information of the last project that you have completed similar in type, size, and nature as the one proposed? Must be a stormwater improvements project.

4. List five (5) projects completed in the last five years that you have completed similar in type, size, and nature as the one proposed (**Attached spreadsheets will not be accepted**).
 - a. Name of Project: _____
Owner: _____ Telephone No. _____
Engineer: _____ Telephone No. _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Description of Project: _____

b. Name of Project: _____
Owner: _____ Telephone No. _____
Engineer: _____ Telephone No. _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Description of Project: _____

c. Name of Project: _____
Owner: _____ Telephone No. _____
Engineer: _____ Telephone No. _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Description of Project: _____

d. Name of Project: _____
Owner: _____ Telephone No. _____
Engineer: _____ Telephone No. _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Description of Project: _____

e. Name of Project: _____

Owner: _____ Telephone No. _____

Engineer: _____ Telephone No. _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Description of Project: _____

5. Have you ever failed to complete work awarded to you? If so, where and why?

6. Name engineers with phone numbers for which you have performed work and to which you refer:

7. Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site and your proposed solutions:

8. Will you Subcontract any part of this Work? If so, describe which portions:

9. Please list the names and addresses of the subcontractors to be used for the portions of the work listed above.

Sub-Contractor	Type of Work
_____	_____

10. State the true and exact, correct, and complete name under which you do business.
BIDDER IS:

SOLE PROPRIETORSHIP

_____ (SEAL)
(Individuals Signature)

(Individuals Name)

Business address: _____

Phone No.: _____

A PARTNERSHIP

_____ (SEAL)
(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business address: _____

Phone No.: _____

A CORPORATION

_____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of person authorized to sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE:

FIRM: _____

BY: _____
(Please Type)

SIGNATURE: _____

TITLE: _____
(Owner, President, etc.)

DATE: _____

END OF SECTION 00045

APPENDIX G

City of Panama City Beach

Contract Plans

(Attached Separately)