

100% SPECS

SPECIFICATIONS & CONTRACT DOCUMENTS

**FOR THE
PANAMA CITY BEACH
HILLS ROAD SIDEWALK**

PREPARED FOR



CITY OF PANAMA CITY BEACH, FLORIDA

MARK SHELDON, MAYOR

PAUL CASTO, COUNCIL MEMBER, WARD 1/VICE MAYOR

PHIL CHESTER, COUNCIL MEMBER, WARD 2

MARY COBURN, COUNCIL MEMBER, WARD 3

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MARCH 2023

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**CITY OF PANAMA CITY BEACH
HILLS ROAD SIDEWALK**

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HARDSCAPE/LANDSCAPE SPECIFICATIONS

All work shall be completed in accordance with the FY 2023-24 edition of the Standard Specifications for Road & Bridge Construction. This document can be obtained at by copying and pasting the following web address in your browser.

<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>

The following sections are applicable to the work anticipated but are not necessarily limited to these sections:

110	Clearing and Grubbing
120	Excavation and Embankment
425	Inlets, Manholes and Junction Boxes
449	Precast Concrete Drainage Products
514	Filter Fabric (Geotextile)
520	Concrete Gutter, Curb Elements and Traffic Separator
522	Concrete Sidewalk and Driveways
570	Performance Turf
654	Midblock Crosswalk Enhancement Assemblies
700	Highway Signing
711	Thermoplastic Pavement Markings
985	Geosynthetic Materials

AS-BUILT

20000 Minimum Technical Standards Checklist

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APPENDICES

Appendix A – Contract Change Order

Appendix B – Pay Request Form

Appendix C – Addenda (not included until conformed set is issued after project is awarded)

EXHIBITS

Exhibit A – Insurance Requirements

Exhibit B – Construction Plans

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SECTION 00010

ADVERTISEMENT FOR BIDS

PANAMA CITY BEACH – HILLS ROAD SIDEWALK

This project includes the construction of approximately 1,820 LF of sidewalk, four (4) 19” x 30” side drains with mitered end sections, and all associated site work. The Contractor shall provide all materials, equipment, and labor to complete the project.

BIDS must be received by City of Panama City Beach (herein called the "OWNER"), at City of Panama City Beach, City Hall 17007 Panama City Beach Parkway, Panama City Beach, FL. 32413 no later than **1:15 PM CDT, April 27th, 2023**, then opened and read publicly promptly thereafter.

Bid Documents may be downloaded online at www.demandstar.com and on [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **Monday, March 27th, 2023**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternately, one original and one copy along with a 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 # **PCB23-37 ITB Hills Road Sidewalk** 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 paper Bids shall be sealed and delivered or mailed to:

**City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413**

Each BID must be submitted electronically through DemandStar, mailed or hand-delivered to City Hall 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 as "**SEALED BID PCB23-37 HILLS ROAD SIDEWALK PROJECT.**"

A mandatory Pre-Bid meeting will be held April 12th, 2023 at 9:30 AM CDT, in the Panama City Beach Council Chambers, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Virtual participation for the pre-bid meeting is accessible

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through Zoom but must be requested **48 hours in advance**.

Join Zoom Meeting

<https://us06web.zoom.us/j/8211759910?pwd=WG84REN1UG1STDhuaVZZb0lScDI2dz09>

Meeting ID: 821 175 9910

Passcode: PCBCS2020

To Dial in **Only** use the following information:

Meeting ID: 821 175 9910

Passcode: 420587769

Find your local number: <https://us06web.zoom.us/u/kjhC5nsLy>

The following requirements required and recommended.

System requirements

- An internet connection – broadband wired or wireless (3G or 4G/LTE)
- Speakers and a microphone – built-in, USB plug-in, or wireless Bluetooth
- A webcam or HD webcam - built-in, USB plug-in, or:
- An HD cam or HD camcorder with a video-capture card* Note: See the list of supported devices.
- Virtual camera software for use with broadcasting software like OBS or IP cameras* Note: For macOS, Zoom client 5.1.1 or higher is required.

Supported operating systems

macOS X with macOS 10.9 or later

Windows 11* Note: Windows 11 is supported on version 5.9.0 or higher.

Windows 10* Note: Devices running Windows 10 must run Windows 10 Home, Pro, or Enterprise. S Mode is not supported.

Windows 8 or 8.1

Windows 7

Ubuntu 12.04 or higher

Mint 17.1 or higher

Red Hat Enterprise Linux 6.4 or higher

Oracle Linux 6.4 or higher

CentOS 6.4 or higher

Fedora 21 or higher

OpenSUSE 13.2 or higher

ArchLinux (64-bit only)

Supported tablet and mobile devices

iOS and Android devices

Blackberry devices

Surface PRO 2 or higher, running Windows 8.1 or higher

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- Notes: Tablet PCs running Windows 10 must run Windows 10 Home, Pro, or Enterprise. S Mode is not supported. Tablet PCs only support the desktop client.

Supported browsers

Windows: Internet Explorer 11+, Edge 12+, Firefox 27+, Chrome 30+

macOS: Safari 7+, Firefox 27+, Chrome 30+

Linux: Firefox 27+, Chrome 30+

The City is not responsible for any technical difficulties that may result from virtual attendance and the City will not postpone or delay the pre-bid conference due to technical difficulties associated with virtual attendance. Any technical questions may be addressed to Jason.pickle@pcbfl.gov. Virtual attendees are solely responsible for virtual attendance and must attend the entire pre-bid meeting.

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 30 days after opening.

All bidders shall be Florida Department of Transportation Pre-Qualified and must provide proof of pre-qualification with their bid proposal. Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida. All bidders shall be certified in the following FDOT work classes:

1. Concrete
2. Drainage
3. Grading
4. Grassing, Seeding, Sodding

Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

All work shall be in conformance with the latest edition of the FDOT Roads and Bridges Manual.

BIDDERS must submit all questions, if any, in writing at least seven (7) days prior to the BID date. If necessary, questions will be answered as ADDENDA and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued. The due date for questions will be by the close of business on April 20th, 2023.

Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Carrie Jagers, via email:**

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Purchasing@pcbfl.gov. Contact with any other City official or City employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest bidder if the City determines in its reasonable discretion that the lowest bidder does not offer the reliability, quality of service, or product of such other Bidder.

[END OF SECTION 00010]

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SECTION 00020

INFORMATION FOR BIDDERS

BIDS will be received by City of Panama City Beach City Hall (herein called the "OWNER"), at 17007 Panama City Beach, Panama City Beach, Florida 32413 until **1:15 PM CDT, April 27th, 2023** then opened and read publicly promptly thereafter.

Each BID must be submitted electronically through DemandStar, or 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 as "**SEALED BID PCB23-37 HILLS ROAD SIDEWALK PROJECT**" and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the BID is submitted. 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.

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. **One original BID form, one copy, and an electronic version on a USB drive are required for paper responses.**

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 copy of the Conflict of Interest Statement – Section 00093
4. An executed copy of the Contractor E-Verify Form – Section 00094
5. An executed copy of the Statement Under Section 287.087, Florida Statutes, On Preference to Businesses with Drug-Free Workplace Programs – Section 00095
6. An executed copy of the Trench Safety Act Compliance Document – Section 00096
7. An executed copy of the Public Entity Crimes Statement – Section 00097
8. An executed copy of the Non-Collusion Affidavit – Section 00098
9. Copies of all Addenda signed by Bidder evidencing receipt

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 exceptions. No BIDDER may withdraw a BID within 30 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.

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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 shall 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.

As soon as the BID prices have been compared, the OWNER will return the BID DEPOSITS (if requested) of all except the three lowest responsive and responsible (or best value as hereafter provided) BIDDERS. When the required Agreement has been executed by the successful BIDDER and delivered to OWNER, together with the required Certificate(s) of Insurance, Performance Bond and Payment Bond, the BID DEPOSITS of the successful BIDDER and two remaining unsuccessful BIDDERS will be returned (if requested).

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.

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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. 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 of the BID DEPOSIT accompanying the BID shall be paid to the OWNER. 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 Certificate(s) of Insurance, all within ten (10) calendar days after receipt of the Notice of Award.

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 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.

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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 if OWNER determines in its reasonable discretion that the lowest bidder does not offer the reliability, quality of service, or product of such other BIDDER. In the event OWNER awards the Contract to a BIDDER other than the lowest BIDDER, OWNER shall state the basis 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 20 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 to assist it in evaluating the bids. Further, each BIDDER by submitting its BID is deemed to have authorized OWNER to conduct such investigations as OWNER may determine are reasonably necessary to assist it in making its bid award. 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, in making any decision as to a bid award, 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.

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[END OF SECTION 00020]

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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 **Hills Road Sidewalk Project** 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 60 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 \$1,000 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.

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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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BID SCHEDULE

ITEM DESCRIPTION		UNIT	PLAN QUANTITY	ITEM COST	TOTAL
(INCLUDING BUT NOT LIMITED TO:)					
1	MOBILIZATION (≤5% OF BASE BID)	LS	1		
2	BONDS AND INSURANCE	LS	1		
3	MAINTENANCE OF TRAFFIC	LS	1		
4	SEDIMENT BARRIER	LF	2604		
5	CLEARING & GRUBBING	AC	0.1		
6	REMOVAL OF SIDEWALK	SY	128		
7	EARTH WORK	CY	686		
8	CONCRETE SIDEWALK, 4" THICK	SY	1827		
9	CONCRETE SIDEWALK, 8" THICK	SY	133		
10	DETECTABLE WARNINGS	SF	95		
11	INLETS, CLOSED FLUME	EA	1		
12	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	0.55		
13	PVC PIPE FOR BACK OF SIDEWALK, NOT STABDARD DIAMETER (6")	LF	24		
14	MITERED END SECTION, OPTIONAL ROUND 6"	EA	4		
15	CONCRETE CURB & GUTTER, TYPE F	LF	250		
16	RECTANGULAR RAPID FLASHING BEACON COMPLETE SIGN ASSEMBLY – SINGLE DIRECTION	AS	2		
17	SINGLE POST SIGN, INSTALL	AS	4		
18	SINGLE POST SIGN, RELOCATE	AS	2		
19	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	137		
20	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSS WALK AND ROUNDABOUT	LF	255		
21	THERMOPLASTIC, STANDARD, WHITE, 4" FOR INTERCHANGE AND URBAN ISLAND	LF	442		
22	PERFORMANCE TURF, SOD	SY	3750		
23	ALL OTHER WORK NOT LISTED	LS			
TOTAL:					
IF AN ITEM COST IS LISTED FOR LINE ITEM 23, "ALL OTHER WORK NOT LISTED," BIDDER SHALL PROVIDE AN ITEMIZED LIST OF DESCRIPTION, UNIT, QUANTITY, ITEM COST, AND TOTAL UNDER SEPARATE SHEET.					

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (Section 00098) for

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material at its sole discretion.

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. An executed Bid Proposal Form – Section 00030
2. The required Bid Bond – Section 00040
3. An executed copy of the Conflict of Interest Statement – Section 00093

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4. An executed copy of the Contractor E-Verify Form – Section 00094
5. An executed copy of the Statement Under Section 287.087, Florida Statutes, On Preference to Businesses with Drug-Free Workplace Programs – Section 00095
6. An executed copy of the Trench Safety Act Compliance Document – Section 00096
7. An executed copy of the Public Entity Crimes Statement – Section 00097
8. An executed copy of the Non-Collusion Affidavit – Section 00098
9. Copies of all Addenda signed by Bidder evidencing receipt

CONTRACTOR:

Address

Email Address

Authorized Signature

Phone Number

Date

[END OF SECTION 00030]

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SECTION 00040

BID BOND

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

_____, as Principal, whose address is _____, and _____, as Surety, whose address is _____, 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 **Hills Road Sidewalk**

Project.

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.

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- (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 Certificate(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 \$ _____ 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]

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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 that terms is defined below) in connection with the construction of **Hills Road Sidewalk Project** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by **Halff Associates, 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

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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 60 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 \$1,000 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:

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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 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
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	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION
Section 00803	CONTRACTOR QUALITY CONTROL
Section 00805	CONTRACT CLAIMS AND CHANGES
Section 00807	PROJECT REPRESENTATIVE
Section 00808	SALES TAX EXEMPTION

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DRAWINGS prepared by Halff,

numbered Cover Sheet (1) through Sidewalk Sections (11) and dated February 2022.

SPECIFICATIONS prepared or issued by Halff, dated March 2023.

ADDENDA

No. _____, dated _____, 20____

No. _____, dated _____, 20____

No. _____, dated _____, 20____

No. _____, dated _____, 20____

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

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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.

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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 Halff, Morgan Hurst, P.E., Senior Project Manager.
16. CONTRACTOR acknowledges and agrees that no interruption, interference,

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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 90 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 at its expense procure and maintain in force during the Term the insurance on policies and with insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A." 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

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alone shall be responsible to the sufficiency of its own insurance program. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413. 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.

18. PUBLIC RECORDS:

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2), Contractor agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LFASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.

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.

PCB23-37 ITB HILLS ROAD SIDEWALK

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: _____
(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

PCB23-37 ITB HILLS ROAD SIDEWALK

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

(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:

HILLS ROAD SIDEWALK PROJECT

"PROJECT NAME(s)"

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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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB23-37 ITB HILLS ROAD SIDEWALK

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)

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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]

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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.

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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 :

HILLS ROAD SIDEWALK PROJECT

“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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB23-37 ITB HILLS ROAD SIDEWALK

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:

BY _____

Witness as to Surety

Attorney-In-Fact

(Address)

(Address)

PCB23-37 ITB HILLS ROAD SIDEWALK

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]

PCB23-37 ITB HILLS ROAD SIDEWALK

SECTION 00080

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

HILLS ROAD SIDEWALK PROJECT

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 _____, 20__, 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__.

[REMIANDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB23-37 ITB HILLS ROAD SIDEWALK

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]

PCB23-37 ITB HILLS ROAD SIDEWALK

SECTION 00090

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION:

HILLS ROAD SIDEWALK PROJECT

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 60 consecutive calendar days thereafter. The date of Substantial Completion is therefore

_____. 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 _____ day of _____, 20__

(Signature)

(Type or Print Name)

(Title)

[END OF SECTION 00090]

PCB23-37 ITB HILLS ROAD SIDEWALK

SECTION 00091

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

DATE OF ISSUANCE _____

OWNER _____

OWNER'S ACCOUNT NO. _____

CONTRACTOR _____ ENGINEER _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following parts thereof:

TO: **CITY OF PANAMA CITY BEACH** _____

Owner

And TO: _____

Contractor

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

Date of Substantial Completion

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

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

PCB23-37 ITB HILLS ROAD SIDEWALK

RESPONSIBILITIES:

OWNER: CITY OF PANAMA CITY BEACH

CONTRACTOR: _____

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

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent for achieving Substantial Completion as required by Contract Document.)

Executed by ENGINEER on _____
Date _____
Engineer

By: _____
Authorized Signature

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

Contractor

By: _____
Authorized Signature

OWNER accepts this Certificate of Substantial Completion on _____
Date

Owner

By: _____
Authorized Signature

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associate General Contractors of America.

[END OF SECTION 00091]

PCB23-37 ITB HILLS ROAD SIDEWALK

SECTION 00092

CONTRACTOR/SUB-CONTRACTOR/VENDOR WARRANTY FORM

PROJECT: _____

OWNER: _____

GENERAL CONTRACTOR: _____

We, _____, CONTRACTOR/SUB-CONTRACTOR/VENDOR for _____

as specifications Section(s) _____ do hereby warrant that all labor and materials furnished, and work performed in conjunction with the above referenced project are in accord with the Contract Documents and authorized modifications thereto and will be free from defects due to defective materials and workmanship for a period of **ONE YEAR** from Date of Acceptance. This warranty commences on _____ and expires on _____.

Should any defect develop during the warranty period due to improper material, workmanship, or arrangement, the same shall, upon written notice by the OWNER, be made good by the undersigned at no expense to the OWNER. Nothing in the above shall be deemed to apply to work which has been abused or neglected by the OWNER.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

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

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

[END OF SECTION 00092]

SECTION 00093

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. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check one:

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

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements 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 judgements, may result in disqualification of your proposal.

[END OF SECTION 00093]

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SECTION 00094

CONTRACTOR 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 Contract 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 because of the termination.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

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

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

[END OF SECTION 00094]

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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]

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SECTION 00096

CERTIFICATE OF COMPLIANCE WITH THE
FLORIDA TRENCH SAFETY ACT

Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act). Section 553.60, Florida Statutes. Bidder further acknowledges that included in the various items of its BID and in its Total Lump Sum Bid are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

Trench	Units of	Quantity	Unit	Extended	Unit
Safety Method (Description)	Measure (LF, SY)		Cost	Cost	Extended
A. _____	_____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____	_____
				Total	\$ _____

Failure to complete the above may result in your BID being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

Bidder _____

By: _____

Its _____

Date _____

Authorized Signature

[END OF SECTION 00096]

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

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(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 vendor 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

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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.

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]

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SECTION 00098

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 Panama City Beach, 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 _____, 2022.

Notary Public

Printed Name

[END OF SECTION 00098]

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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 | | |

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- 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, 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.
- 1.9 CONTRACT PRICE - The total compensation payable by Owner to Contractor under the terms and conditions of the Contract Documents.

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- 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 Hills Road Sidewalk.
- 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

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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

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- 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 detailed 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

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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.

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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,

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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.

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- 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.

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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

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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

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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 for 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.

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- 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

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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

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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 economical 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

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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.

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- 15.2.1 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

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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.

15.4.1 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

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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

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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.

17.3.2 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,

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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.

1733 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.

1734 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 to 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

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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.
- 18.1.2 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.
- 18.1.3 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 three percent (3%) 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%).

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- 18.1.4 Monthly payments to Contractor shall in no way imply approval or acceptance of the Work.
- 18.1.5 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.
- 18.1.6 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.

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- 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

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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

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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

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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.

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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

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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 workmen'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 it 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

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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 that 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.

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- 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.

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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

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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.

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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 workers 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,

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to perform any required clean up and to back charge 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, re-grassing 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 conditions 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

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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 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.

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, reviewing, or copying.

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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

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. These 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

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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

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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

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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

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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 are 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]

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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 REGULAR WORKING 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.

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C. ENGINEERING/Inspection costs shall be calculated at the following rates:

- | | | |
|----|----------------------|------------|
| 1. | Field Representative | \$95/hour |
| 2. | ENGINEER | \$165/hour |
| 3. | Project Manager | \$210/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.

1.6 SUBSTANTIAL COMPLETION

A. In addition to the other terms and conditions set forth in the Contract Documents, the Work will not be considered substantially complete unless and until CONTRACTOR has completed each of the following to the satisfaction of the OWNER:

- a. All components of the Work have been installed, tested, and approved.
- b. All repair and coating systems have been properly cured.
- c. All data specified in the Contract Documents have been delivered to the OWNER.

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- d. All instructions have been provided to the Project Representative in accordance with the Contract Documents.
- e. All training to be provided by CONTRACTOR pursuant to the terms of the Contract Documents has been completed.

[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.

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- 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.

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- 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 scheduled 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.

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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.

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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-punch 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.

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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.

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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

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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 00803]

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 Sub article 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

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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 supervisors 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 supervisors 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

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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 prorated 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,"

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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 = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 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

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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

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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 Sub article 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 00805]

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SECTION 00808

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

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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 effected 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

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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 the City certificates thereof requiring each insurer to provide the City ten (10) days written notice in advance of cancellation or modification of coverage.

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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 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

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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 workers. 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.

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- 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 lit 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.

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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.

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- 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 Southport, 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.

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- 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.

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- 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 costs 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 01046]

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 Environmental Protection (FDEP) Permit to Construct/ Operate Water Distribution System.
- B. Florida Department of Environmental Protection (FDEP) Permit to Construct/ Operate Wastewater Collection and Transmission System.

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 Northwest Florida Water Management District (NFWFMD) dewatering plan and the National Pollutant Discharge Elimination System (NPDES) stormwater discharge from construction site.
- B. The dewatering plan shall include sequence of excavation, discharge locations, sediment sump, turbidity control, erosion control, and turbidity monitoring points.

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1.04 NPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITE

- A. The CONTRACTOR shall comply with stormwater discharge regulations and Amendments to the Clean Water Act (33 U.S.C. 1251 et seq.).

On September 17, 1992, the State of Florida certified the general permit for stormwater discharges from construction sites for use in Florida. This project is governed by regulations under this general permit and the CONTRACTOR shall comply with all such regulations.

- B. Under these regulations, construction projects that disturb more than 5 acres must have and comply with a stormwater pollution prevention plan (SWPPP). The CONTRACTOR shall complete and sign a SWPPP prior to initiation of any construction activities on the site.
- C. The CONTRACTOR shall ensure that all employees and subcontractors implement the specified erosion control practices to properly manage stormwater.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

[END OF SECTION 01065]

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SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 HURRICANE PREPAREDNESS PLAN

- A. Within 20 days of the date of Notice to Proceed, the CONTRACTOR shall submit to the PROJECT REPRESENTATIVE a Hurricane Preparedness Plan. The plan shall outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the OWNER in case of a hurricane warning. Such measures shall be in accordance with local and state requirements.
- B. In the event of inclement weather, the CONTRACTOR will, and will cause Subcontractors to, protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of PROJECT REPRESENTATIVE, any portion of Work or materials are damaged or injured by reason of failure on the part of the CONTRACTOR or Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of CONTRACTOR.

1.02 CONSTRUCTION CONDITIONS AND SUBSURFACE INVESTIGATION

- A. The CONTRACTOR shall strictly adhere to the specific requirements of the government unit(s) or agency(ies) having jurisdiction over the Work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.
- B. The CONTRACTOR shall be responsible for having determined, prior to bid submission, the nature and location of the Work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work under this Contract. The prices established for the Work to be done will reflect all costs pertaining to the Work. Any claims for extras based on substrata, groundwater table, and other such conditions will not be allowed.

1.03 PUBLIC NUISANCE

- A. The CONTRACTOR shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, excessive noise, or odor.

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- B. No extra charge may be made for time lost due to work stoppage resulting from the CONTRACTOR's creation of a public nuisance.

1.04 RELOCATIONS

The CONTRACTOR shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, piping, conduits, and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the Contract Price.

1.05 PUMPING

- A. The CONTRACTOR shall accomplish all pumping necessary to prevent flotation of any part of any structures, or pipe/conduit during construction operations.
- B. The CONTRACTOR shall, for the duration of the contract, pump out water and wastewater which may seep or leak into the excavations or structures. Galleries and other operating areas shall be kept dry at all times. Discharges shall be in conformance with applicable regulations and permits.

1.06 WORK ON PRIVATE PROPERTY

- A. The CONTRACTOR shall maintain construction operations within the presently existing road right-of-way and established easements throughout the Project. In the event that it becomes necessary or advisable to operate beyond the limits of the existing right-of-way, established easements and Right of Entry Agreements, the CONTRACTOR shall be responsible for securing written agreements with the property owners. Immediately after contract award, the CONTRACTOR shall submit to the PROJECT REPRESENTATIVE a listing of those areas in which it is deemed necessary to work outside of the road right-of-way, easements, or agreements. The listing shall be subject to the approval of the PROJECT REPRESENTATIVE and as construction areas are secured, copies of all written agreements shall be placed on file with the PROJECT REPRESENTATIVE.
- B. The CONTRACTOR shall be responsible for any encroachments on rights-of-way or property of the public or adjoining property owners caused by its operations and shall indemnify, defend, and hold the OWNER, ENGINEER, and PROJECT REPRESENTATIVE harmless because of any encroachments. In this regard, the CONTRACTOR shall, without extra cost to the OWNER, move any Work or that portion of any Work that encroaches on the property of others, or that is built beyond legal building

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or setback limits, and the CONTRACTOR shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

- C. Before final payment will be authorized, the CONTRACTOR will be required to furnish the OWNER with written releases from property owners or public agencies where side agreements or special easements have been made by the CONTRACTOR or when the CONTRACTOR'S operations, for any reason, have not been kept within the construction right-of-way, easements, or Right of Entry Agreements by the OWNER.
- D. In the event written releases required in the above paragraph cannot be secured, the CONTRACTOR shall inform the PROJECT REPRESENTATIVE of the reasons for failure to do so. The PROJECT REPRESENTATIVE in conjunction with the OWNER, will then examine the Site and direct the CONTRACTOR to complete any Work that may be necessary to satisfy the terms of the permit or easement. Should the CONTRACTOR refuse to do the Work, the OWNER reserves the right to have the Work done by separate contract and deduct the cost of same from moneys due the CONTRACTOR or require the CONTRACTOR to furnish a bond in a sum satisfactory to the OWNER to cover any legal claims for damages. When the PROJECT REPRESENTATIVE is satisfied that the Work has been completed in accordance with the Contract Documents, permits and/or agreements, the OWNER reserves the right to waive the requirement of obtaining the statement if the CONTRACTOR'S failure to obtain such statement is due to the grantor's refusal to sign and this refusal is not based upon any legitimate claims that the CONTRACTOR has failed to fulfill any contract permit or agreement requirements, or if the CONTRACTOR is unable to contact, or has undue hardship in contacting, the grantors.

1.07 EMERGENCIES

- A. The CONTRACTOR shall at all times after regular working hours, including weekends and holidays, maintain a telephone where the CONTRACTOR's representative can be reached on an emergency basis. The CONTRACTOR or CONTRACTOR's representative shall be prepared to act to correct conditions on the Site deemed to constitute an emergency by either the OWNER, the PROJECT REPRESENTATIVE, or local authorities and is obligated to act to prevent threatened damage, injury, or loss without special instructions from the OWNER, PROJECT REPRESENTATIVE, or ENGINEER. The CONTRACTOR shall give the PROJECT REPRESENTATIVE prompt written notice of all significant changes in the Work or deviations from the Contract Documents caused thereby. If a condition on the Site requires attention after working hours,

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either the OWNER, PROJECT REPRESENTATIVE, or local authority shall call the CONTRACTOR or representative at the emergency telephone number, identify themselves and describe the emergency condition. The CONTRACTOR is expected to dispatch personnel and equipment to adequately institute corrective measures within 2 hours. If for some reason the CONTRACTOR or representative cannot be reached at the emergency number within two hours, the OWNER shall have the right to immediately initiate corrective measures, and the cost shall be borne by the CONTRACTOR.

- B. In the event that the CONTRACTOR fails to maintain safe job conditions and traffic conditions, including, but not limited to, trench settlement and hazardous storage of backfill or construction materials, the OWNER, after failure of the CONTRACTOR to commence substantial steps at the job site to rectify the situation within 2 hours of the time the CONTRACTOR has been notified of the unsafe condition, may hire guards, take such precautions, make such repairs and take any other steps which the OWNER or the PROJECT REPRESENTATIVE, in their sole discretion, consider necessary to protect the property, persons, or the OWNER. The cost of any of these precautions, guards, or steps shall be deducted from the payments due the CONTRACTOR, and the costs for such services, work and material shall be calculated at prevailing market rates.

1.09 PROPERTY DAMAGES

In the event of any indirect or direct damage to public or private property caused in whole or in part by an act, omission or negligence on the part of the CONTRACTOR, any of its Subcontractors, any of its Sub-subcontractors or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, the CONTRACTOR shall at no additional cost to OWNER promptly remedy and restore such property to a condition equal to or better than that existing before such damage was done. The CONTRACTOR shall perform such restoration by "underpinning," repairing, rebuilding, replanting, or otherwise restoring as may be required by the PROJECT REPRESENTATIVE, or shall correct such damage in a satisfactory and acceptable manner to the OWNER or the PROJECT REPRESENTATIVE. In case of failure on the part of the CONTRACTOR to promptly restore such property or correct such damage, the OWNER may, upon 5 calendar days written notice, proceed to repair, rebuild or otherwise restore such property as may be necessary and the cost thereof, or a sum sufficient in the judgment of the OWNER to reimburse the owners of the property so damaged, will be deducted from any monies due or to become due the CONTRACTOR under the Contract.

PART 2 – PRODUCTS (Not Applicable)

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PART 3 – EXECUTION (Not Applicable)

[END OF SECTION 01100]

SECTION 01110

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The Work covered by this Section consists of furnishing all labor, materials and equipment and performing all Work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorable alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes; or violate any applicable environmental laws, rules, codes or regulations.
- B. The control of environmental pollution requires consideration of air, water, and land, and involves management of noise, odor, and solid waste, as well as other pollutants.
- C. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and surroundings. These are general guidelines. It is the CONTRACTOR'S responsibility to determine the specific construction techniques to meet these guidelines.
- D. The CONTRACTOR shall secure, if required, at its own cost, a surface water management permit from the Northwest Florida Water Management District and approvals from Bay County and/or Panama City Beach for any construction dewatering activities associated with this project.

1.02 APPLICABLE REGULATIONS

The CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

1.03 NOTIFICATIONS

The OWNER through the PROJECT REPRESENTATIVE will notify the CONTRACTOR in writing immediately following identification of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and any required corrective action to be taken by CONTRACTOR. State or local agencies responsible for verification of certain aspects of the environmental protection requirements may notify the CONTRACTOR of any non-compliance

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with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the regulatory agency shall immediately notify the PROJECT REPRESENTATIVE in writing and immediately take correction action. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance and subject to the other terms of the Contract Documents.

1.04 IMPLEMENTATION

- A. Prior to commencement of the Work, the CONTRACTOR shall meet with the PROJECT REPRESENTATIVE to develop mutual understandings relative to compliance with this specification and administration of the environmental pollution control program.
- B. The CONTRACTOR shall remove temporary environmental control features, when approved by the PROJECT REPRESENTATIVE, and incorporate permanent control features into the Project at the earliest practicable time, consistent with the approved construction schedule.

1.05 EROSION CONTROL

- A. The CONTRACTOR shall ensure sufficient precautions are taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 10 nephelometric turbidity units (NTU), or as otherwise required by the State or other controlling body, in water used for public water supply or fish unless limits have been established for the particular water. In surface water used for other purposes, the turbidity must not exceed 25 NTU unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion.

Erosion evident within the limits of construction shall be the responsibility of the CONTRACTOR during the full term of the Contract and for the full (1) year guarantee period. Areas subject to erosion during this time shall be fully restored to original or design conditions (as applicable) within 10 days of notice to the CONTRACTOR.

- B. The CONTRACTOR shall provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate.

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Flow of surface water into excavated areas shall be prevented.

Ditches around construction area shall be used to carry away water resulting from dewatering of excavated areas. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

- C. The CONTRACTOR shall schedule and conduct all Work in a manner that will minimize the erosion of soils in the area of the Work. Erosion control measures shall be provided such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required by regulatory authorities to prevent silting and muddying of streams, rivers, canals, impoundments, lakes, etc. All erosion control measures shall be in place prior to any construction activity in any area of the Work.

1.06 PROTECTION OF LAND RESOURCES

- A. Land resources within the Project boundaries and outside the limits of permanent Work shall be restored by CONTRACTOR to a condition, after completion of construction, that will appear to be natural and not detract from the appearance of the project.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the PROJECT REPRESENTATIVE. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR'S equipment, dumping or other operations, CONTRACTOR shall protect such trees by placing board, planks, or poles around them. Monuments and markers shall be similarly protected by CONTRACTOR before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR'S equipment or operations shall be restored as nearly as possible to its original condition. The PROJECT REPRESENTATIVE will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.

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All scars made on trees by CONTRACTOR's equipment, construction operations, or by the removal of limbs by CONTRACTOR larger than 1 inch in diameter shall be coated as soon as possible with an approved tree wound dressing.

All trimming or pruning by CONTRACTOR shall be performed in an approved manner by experienced workers with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of a certified nurseryman, shall be immediately removed and replace in kind and maintained until growth is assured.

- E. The locations of the CONTRACTOR's lay-down area, storage, and other construction buildings, required temporarily in the performance of the Work, shall require written concurrence of the PROJECT REPRESENTATIVE. The preservation of the landscape and public perception shall be an imperative consideration in the selection of the lay down area and in the provision of any buildings.
- F. All debris and excess material will be disposed of by CONTRACTOR outside wetland or floodplain areas in an environmentally sound and lawful manner.

1.07 PROTECTION OF AIR QUALITY

- A. The use of burning for the disposal of refuse and debris will not be permitted.
- B. The CONTRACTOR shall maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with concurrence from the appropriate regulatory authority.
- D. Sprinkling must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient competent equipment on the job to accomplish needed sprinkling. Dust control shall be performed as the work proceeds and

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whenever a dust nuisance or hazard occurs.

1.08 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, CONTRACTOR shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly to ensure they are operating correctly.

1.09 NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by operations. Equipment, including dewatering systems, shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal Regulations.
- B. Sound levels measured by the PROJECT REPRESENTATIVE shall not exceed 60 dBA from 7:00 AM to 12:00 AM (midnight) or 50 dBA from 12:00 AM (midnight) to 7:00 AM. This sound level to be measured at the OWNER'S property line. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to acceptable levels. Work stoppage for excessive noise shall not relieve the CONTRACTOR of the other portions of this specification including, but not limited to Contract Time and Contract Price.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

[END OF SECTION 01110]

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SECTION 01300

SUBMITTALS

PART 1 – GENERAL

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 show clearly 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

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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:

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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

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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.

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- 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;

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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 revision that is not in accordance to the

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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 01300]

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

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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 video shall contain the name of the project, the date and time of the video taping, 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 01380]

SECTION 01410

TESTING AND TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated in the Contract Documents and The Florida Department of Transportation "Standard Specifications for Road and Bridge Construction." These tests include soil compaction tests, concrete moisture and cylinder tests and asphalt density and materials tests.
 - 1. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 - 2. Employment of the laboratory shall in no way relieve CONTRACTOR's Obligations to perform the Work of the Contract.
 - 3. The Testing Laboratory shall be acceptable to the PROJECT REPRESENTATIVE and approved by the ENGINEER.

1.2 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on Contract requirements.
 - 2. Approve or accept any portion of the Work.
 - 3. Perform any duties of the CONTRACTOR.

1.3 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory and testing personnel.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, asphalt and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The PROJECT REPRESENTATIVE may require the CONTRACTOR to provide statements or certificates from the manufacturers and fabricators that the materials and equipment

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provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the CONTRACTOR, and no extra Contract charge shall be allowed for of such testing and certifications.

- E. Furnish incidental labor and facilities:
 - 1. To provide access to work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - 1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the CONTRACTOR'S convenience and as approved by the PROJECT REPRESENTATIVE.
- H. Additional testing or retesting shall be undertaken at CONTRACTOR's expense if required by the PROJECT REPRESENTATIVE.
- I. All laboratory and testing expenses including retesting will be at the CONTRACTOR's expense with no separate Contract reimbursement.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

[END OF SECTION 01410]

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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 laydown 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

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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 01505]

SECTION 01585

UTILITY COORDINATION AND CONSTRUCTION

PART 1 - GENERAL

1.1 Utility Coordination and Construction:

The Contractor shall provide all material, labor, supervision, and coordination to relocate, replace, and/or install water and sewer utilities, all conduits, duct banks and boxes as shown on the plans. All cable will be installed by the utility companies. The first sheet of the Utility Coordination Plans has the names and telephone numbers of all of the points of contact for the utility companies.

The Contractor shall provide all materials, labor, and supervision to convert the electrical services shown on the Gulf Power drawings from overhead to underground. The Contractor shall modify or replace the service/meter panel with an underground type, install the conduit to below grade, install conduit from the meter location to the point of service for Gulf Power (directional bores are acceptable in lieu of trenching for conduit) repairing the ground or pavement as necessary, and remove the current overhead riser. The Contractor shall patch all mounting holes and the roof penetrations to match existing surfaces. The Contractor shall obtain all necessary building and electrical permits. The contractor shall closely coordinate with the owners and Gulf Power to minimize the outage to the owner.

Since all of the utilities will be placed underground, the Contractor will develop a detailed coordination plan to sequence operations for all of the underground facilities including drainage to ensure proper placement and avoid conflicts. The existing gas lines will be field adjusted by TECO to avoid new drainage structures and lines. Special attention is required in the initial placement of the underground pipes and conduits to allow for the placement of street light foundations in the correct location. Service shall be maintained to all customers during construction. The existing buried telephone facilities will continue to provide service and will be protected in place until they are cut over to the new conduit.

It is anticipated that the water and sewer construction will be one of the first activities started in each phase. The Contractor must perform all of the required testing and flushing of the water and sewer systems in accordance with the specifications and the permits. As-built drawings must be provided with the test results so that the permit certification documents can be properly completed, reviewed by the City of Panama City Beach, and submitted to FDEP requesting authorization to place the new facilities in service before the services can be transferred and the old facilities abandoned. The City of Panama City Beach will require fourteen (14) calendar days to review/execute the forms and FDEP has thirty (30) calendar days to act upon the request to place the new facilities in service. This activity may be divided into several partial clearance requests

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as determined by the Contractor and/or engineer. Time for this activity must be considered in the schedule.

The existing overhead utilities will remain in place until the new underground conduits and duct banks are completed and the utilities have completed the conversion to underground facilities.

In order to properly place the various boxes for all of the utilities, the curb and sidewalk must be installed at the correct grade and location in the area of the boxes, or the Contractor will set a grade stake and provide fill for the proper placement of the box. Once all of the power and communications conduits and duct banks are complete there will be a sixty (60) calendar day period for relocation of Gulf Power facilities to the duct bank followed by a thirty (30) calendar day period to relocate communication facilities underground. The Contractor may continue other work on the project in close coordination with the utility contractors so as not to interfere with the utility companies' completion of the work in the specified time.

[END OF SECTION 01585]

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.

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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:

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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 01705]

CONSTRUCTION SPECIFICATIONS

All work related to the completion of the project as illustrated in the plans shall be in conformance with the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Division II, as applicable.

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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

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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

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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 20000]

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CITY OF PANAMA CITY BEACH

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APPENDIX A

CONTRACT CHANGE ORDER FORM

**PCB23-37 ITB HILLS ROAD SIDEWALK
CONTRACT CHANGE ORDER**

	ORDER NO.
	DATE
	STATE FLORIDA
CONTRACT FOR CITY OF PANAMA CITY BEACH – HILLS ROAD SIDEWALK PROJECT	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)
James Morgan Hurst, P.E. Half, Inc	_____ (Date)
Drew Whitman, City Manager City of Panama City Beach	_____ (Date)

PCB23-37 ITB HILLS ROAD SIDEWALK



CITY OF PANAMA CITY BEACH

PCB23-37 HILLS ROAD SIDEWALK PROJECT

APPENDIX B
PAY REQUEST FORM

APPENDIX B

PCB23-37 ITB HILLS ROAD SIDEWALK

APPLICATION AND CERTIFICATE FOR PAYMENT

Date: _____

TO (OWNER): CITY OF PANAMA CITY BEACH ATTN: Kathy Younce, E.I. CFM	PROJECT: City of Panama City Beach – Hills Road Sidewalk PROJECT NO.: VIA (ENGINEER): CITY OF PANAMA CITY BEACH 17007 Panama City Beach Parkway PANAMA CITY BEACH, FLORIDA 32413 ATTN: Kathy Younce, E.I. CFM	APPLICATION NO: PERIOD TO: APPLICATION DATE: CONTRACT DATE:	_____ _____ _____ _____
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CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Number	Date Approved		
1			
2			-
TOTALS		\$0.00	\$0.00

1.	ORIGINAL CONTRACT SUM	_____
2.	NET CHANGE BY CHANGE ORDERS	\$0.00
3.	CONTRACT SUM TO DATE (Line 1 + Line 2)	\$0.00
4.	EARNED TO DATE	
	a. Work Completed (See Attached)	
	b. Stored Materials Including Owner Issued POs (See Attached)	
	TOTAL COMPLETED & STORED TO DATE	\$0.00
5.	TAX SAVINGS AGREEMENT: (Through Summary No.)	
	a. Total Purchase Orders Issued by Owner (To Date)	_____
	b. Anticipated Tax Savings on Owner Issued POs	_____
	c. Vendor Invoices Paid @ Contractors Request (To Date)	_____
	d. Vendor Retainages Unpaid @ Contractors Request (To Date)	_____
6.	Total Tax Savings Agreement Deduction (Sum of Line 5a and 5b)	\$0.00
7.	TOTAL EARNED LESS TAX AGREEMENT DEDUCTIONS (Line 4 less Line 6 Total)	\$0.00
8.	RETAINAGE: (10% of Line 7)	\$0.00
9.	TOTAL EARNED LESS RETAINAGE (Line 7 less Line 8)	\$0.00
10.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 9 from prior Certificate)	_____
11.	CURRENT PAYMENT DUE	\$0.00
12.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 6 - Line 9)	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR
 TYPE COMPANY NAME HERE

By: _____ Date: _____
 TYPE NAME HERE

State of: Florida County of: Bay
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ENGINEER:
 AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein.



CITY OF PANAMA CITY BEACH
PCB23-37 HILLS ROAD SIDEWALK PROJECT

APPENDIX C

ADDENDA
