NOTICE IS HEREBY given that sealed bids will be received by the Procurement & Supply Management Director at his office located at the Municipal Services Center, One 4th Street North, 5th Floor, St. Petersburg, Florida for:

**Project:** 959-90 Crisp Park Boat Ramp Improvements; Project No. 11236-117  
**Bid No.** 7439  
**Pre-Bid Conference:** 10:00 a.m. ET, Tuesday, January 29, 2013  
**Pre-Bid Location:** Municipal Services Center  
One 4th Street North  
Conference Room 800, 8th floor  
St. Petersburg, FL 33701  
**Submittal Deadline:** 3:00 p.m. ET, Thursday, February 21, 2013  
**SBE Participation:** Open  
**Bonds:** Public Construction Bond 100 percent contract amount  
**Bid Guarantee:** Bid Bond of 5% of the bid price

The work consists of removal of two (2) existing concrete ramps and asphalt pavement, set coffer dam and turbidity curtain, prepare grade and bedding and pour 4000 psi concrete to engineer's requirement.  
**Site Visit:** Prospective contractors can view site on their own.

Submission of Bids – Bids must be submitted in a sealed envelope and properly identified with the mailing label provided identifying the bid number and bid submittal deadline. The sealed envelope must include one original bid, a duplicate hard copy, and one compact disc (“CD”) copy of the entire bid, including Proposal pricing pages in Excel format as provided in bid packet, delivered in person, by messenger, or by U.S. Mail.

Bids shall be addressed and delivered to:

LOUIS MOORE, CPPO, DIRECTOR  
PROCUREMENT & SUPPLY MANAGEMENT  
MUNICIPAL SERVICES CENTER  
ONE 4TH STREET NORTH, 5TH FLOOR  
ST. PETERSBURG, FL 33701

**Plans and Specifications** – Plans, specifications, contract documents and bid submittal forms are open to public inspection at the Procurement & Supply Management Department and are available from the City’s website at www.stpete.org/purchase/solbidn.htm.

**Small Business Enterprise (SBE)** – A SBE participation goal of zero (0%) percent has been established for this construction project. All prime contractors bidding on this project shall be
required to subcontract the designated percentage of work, including the cost of materials and equipment to certified SBE subcontractors or document and demonstrate that a good faith effort was made to satisfy the goal.

**Bid Guarantee** – Each bid shall be accompanied by a Bid Bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of Florida in the amount equal to at least five (5%) percent of the sum of the total amount bid, including additive alternates. In lieu of a bid bond each bid must be accompanied by a certified check, cashier’s check or an irrevocable letter of credit.

**Public Construction Bond** – Pursuant to Florida Statute 255.05, the successful bidder will be required to furnish a Public Construction Bond in an amount equal to one hundred percent of the total amount of the contract before commencement of work and conforming to the contract documents.

**Contractor’s License** – All bidders shall be licensed under the provisions of Chapter 489 of the Florida Statutes to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor’s License issued by the Construction Industry Licensing Board at the time the contract is awarded. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than three (3) years experience in the magnitude and character of the work bid.

**Late Bids** – Late bids will not be considered and will be returned to bidders unopened. It is the Bidders’ responsibility to ensure that their bids have sufficient time to be received by the Procurement Department before the Submittal Deadline.

All bids shall be submitted on the forms designated by the city and shall be sealed and plainly marked with the label enclosed. Nonconformance with these instructions is grounds for rejection of bid. The City reserves the right to accept or reject any and all bids in whole or in part, and to waive minor technicalities, informalities and irregularities.

Questions, requests for interpretation, correction, or clarification must be submitted in writing to the buyer listed above, by e-mail and shall arrive no later than noon on Tuesday, February 5, 2013.

Louis Moore, CPPO  
Director, Procurement &  
Supply Management

LM:kd

Attachments
Notice to Vendors: Log on to www.stpete.org/purchase/purchase.htm and select the link to Vendor Registration to register as a supplier.

**SPECIFICATIONS & BID DOCUMENTS ATTACHED**

<table>
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<td>Purchase Description:</td>
<td>959-90 Crisp Park Boat Ramp Improvements; Project No. 11236-117</td>
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<td>Procurement Analyst:</td>
<td>Karen Dewar, CPPB</td>
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<tr>
<td>E-mail:</td>
<td><a href="mailto:karen.dewar@stpete.org">karen.dewar@stpete.org</a></td>
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<tr>
<td>Telephone Number:</td>
<td>727-551-3406</td>
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<tr>
<td>Pre-Bid Meeting Location:</td>
<td>Municipal Services Center, Conference Room 800 One 4th Street North St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>Pre-Bid Conference:</td>
<td>10:00 a.m. ET, Tuesday, January 29, 2013</td>
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<tr>
<td>Bid Opening:</td>
<td>3:00 p.m. ET, Thursday, February 21, 2013</td>
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To view or download this IFB and or addendum go to: www.stpete.org/purchase/solbidn.htm and click on The bid number referenced above on this document.

- Bid Number: 7439
- Bid Opening Date: Thursday, February 21, 2013
- Bidder: __________________________

Return Bid to:

LOUIS MOORE, CPPO, DIRECTOR PROCUREMENT & SUPPLY MANAGEMENT MUNICIPAL SERVICES CENTER ONE 4TH STREET NORTH, 5TH FLOOR ST. PETERSBURG, FL 33701

NOTE: Always use the label to the left on all packages when returning bid responses.
City of St Petersburg
 Contractor's Bid Form
 Procurement & Supply Management

IFB Number: 7439
Issue Date: Tuesday, January 22, 2013
Date Due: Thursday, February 21, 2013
Time Due: 3:00 p.m. ET
Buyer: Karen Dewar, CPPB
Phone: 727-551-3406
Fax: 727-892-5325
Email: karen.dewar@stpete.org

Purchase Description:
959-90 Crisp Park Boat Ramp Improvements; Project No. 11236-117

Maximum Completion or Delivery Time: 45 (Days from receipt of order or notice to proceed)
Terms: 2%/10, Net 15 ☐ Net 15 ☐

Does this bid include the use of sub-contractors? ☐ Yes ☐ No

Is the bidder registered with the Florida Division of Corporations? ☐ Yes ☐ No
State of Incorporation __________________________

Certified Small Business Enterprise (SBE) ☐ Yes ☐ No

Warranty (Scope and Term) ________________________________________________________________

Extended Warranty: (Scope, Term and Price) _____________________________________________

Warranty response time: ________ hours. Service Facility: _________________________________

Bidder acknowledges receipt of Addenda Number(s) ______________________ and ___________

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of ninety (90) days from the Bid Submittal Deadline.

The undersigned Bidder agrees to contract with the City of St. Petersburg to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that they will take in full payment the amount set forth herein.

Legal Name of Bidder ______________________________ Authorized Signature ____________________ Date ______________

D/B/A (if applicable) ______________________________ Print Name ____________________ Title __________________________

Mailing Address (PO Box or Street) ______________________________ Phone No. ____________________ Cell No. _______________________

Address __________________________________________ Authorized Representative __________________________ Email __________________________

City/State/Zip ______________________________ Type of Business _____________________ Federal ID No. __________________________

Rev (5/11), (3/12)
City of St. Petersburg
Submittal Checklist
Procurement & Supply Management

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before bid opening time.

- Contractor’s Bid Form
- Proposal (10 pages)
- Bid Bond (2 pages)
- Worker’s Compensation Insurance Certificate
- Certificate of Liability Insurance *(on Acord Form)
- Bid Addendum Acknowledgement forms
- Notification Label (attached to outside of bid packet)

 Failures to complete, sign where required, and return the above bid documents with your bid may render it non-responsive.
CITY OF ST. PETERSBURG
ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT

Crisp Park Boat Ramp Improvements

ST. PETERSBURG, FLORIDA

PROJECT NO. 11236-117

Plans, specification and details governing the Work to be accomplished under Project No. 11236-117 have been prepared for the City of St. Petersburg by the Design Professional, Charlotte Engineering & Surveying, Inc., 5410 Mariner Street, Suite 125, Tampa, FL 33609. The Crisp Park Plans consist of Drawing Nos. 10828-001 through 10828-007, dated February 23rd, 2012, and all later revisions.

All communications pertaining to this project shall carry the reference, “CITY PROJECT NO. 11236-117”

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
# CONTRACT STANDARDS

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Approved on the assumption that the INSTRUCTION TO BIDDERS, EXECUTION OF THE CONTRACT, GENERAL CONDITIONS, SMALL BUSINESS ENTERPRISE FORMS, PROPOSAL, BID BOND, AGREEMENT, and PUBLIC CONSTRUCTION BOND FORMS are the latest approved version. I HAVE READ THE SUPPLEMENTARY INSTRUCTION TO BIDDERS AND SUPPLEMENTAL EXECUTION OF CONTRACT AND APPROVE THEM. No opinion is offered as to the TECHNICAL SPECIFICATIONS.

By: __________________________
City Attorney (Signature)

1/3/13
Date
INSTRUCTIONS TO BIDDERS

ARTICLE I-1    GENERAL INFORMATION

The construction work called for within this bidding package involves work for the City of St. Petersburg as Owner. Firms submitting bids on this project are cautioned to carefully follow the instructions of this section so as to help ensure that their bids are responsive to the requirements as presented herein.

ARTICLE I-2    EXAMINATION OF BID PACKAGE DOCUMENTS

2.1  Completeness of Bid Package

The physical makeup and content of the Contract Documents are designed to be complete for the preparation and submittal of Proposals. However, the Bidder shall verify to its own satisfaction that all material issued to the Bidder including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, it shall so notify the City and the missing item(s) will be forwarded to the Bidder. After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

2.2  Bidder’s Responsibility to the Project

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has or will comply with all provisions of the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in its Bid.

Inasmuch as it is not standard practice to detail all controls, wiring, piping and appurtenances, etc. required to render each piece of equipment functional on the Plans, the Bidder is cautioned to ensure that its Bid includes all such items necessary to permit the equipment to function as intended in a manner that meets all applicable codes, is free from defects and abnormal conditions, and provides a complete and operational system.

2.3  Conflicts in the Documents

Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Contract Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Contract Documents, the Bidder shall immediately notify the City.
If such notifications are received by the City seven (7) days prior to the Bid Opening, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum to all Bidders recorded by the City as having received the Bid Documents.

2.4 Contract Completion Time

The City of St. Petersburg will require that work under this Contract be completed within the time limit stipulated in the Agreement, and Bidders must give consideration to this requirement when submitting Proposals. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to the Purchasing and Materials Management Director. For consideration, said request must be in possession of this office not later than seven (7) days prior to the date of Bid opening. If the Purchasing and Materials Management Director deems it to be in the best interest of the City to revise the time requirement, an Addendum will be issued and furnished to all Bidders.

ARTICLE I-3 BID GUARANTY

3.1 Certified Check or Bid Bond

Bids shall be accompanied by a certified check, cashier’s check or Bid Bond in the amount of not less than 5% of the Bidder’s Contract total including all alternates. The certified check or Bid Bond, and the monies payable thereon, shall be paid into the funds of the City of St. Petersburg, Florida, as liquidated damages, if the Bidder fails to execute the written Contract and furnish the required Public Construction Bond within ten (10) consecutive calendar days following written Notice of Award of the Contract. The Bid Bond shall be furnished by a Surety company duly authorized to do business in the State of Florida. The Surety company shall have a rating classification of “A” and a financial category of Class VII as evaluated in the current Best’s Key Rating Guide, Property – Liability.

3.2 Return of Checks

Bid securities submitted by Bidders in the form of a certified check or cashier’s check will be held or deposited into the funds of the City of St. Petersburg and will be refunded or returned to the parties submitting same not later than thirty (30) days after execution of the Contract. In the event that all Bids are rejected, checks will be refunded to all Bidders within fifteen (15) calendar days after date of rejection.
ARTICLE I-4 SUBMISSION OF BIDS

4.1 Delivery of Proposals

The Bidder shall submit one (1) complete Proposal in a sealed envelope plainly marked as required in the “Notice to Bidders”. If forwarded by mail, it shall be enclosed in another envelope addressed to the Purchasing and Materials Management Director for the City of St. Petersburg, Florida. Proposals will be received at the office of the Purchasing and Materials Management Director, City of St. Petersburg, as stipulated in the Notice to Bidders, until the time and date specified in the Notice to Bidders. Proposals received after the time and date specified will not be considered.

4.2 Proposal Form

Proposals shall be made upon the forms supplied by the office of the Purchasing and Materials Management Director, City of St. Petersburg, Florida. Each Bidder must state in their Proposal the price for which they will perform the Work as required by the Plans and Specifications.

4.3 Signatures on Proposals

Each Bidder shall sign their Proposal with a full name and address at all locations as indicated. In cases where a firm or corporation submits a Proposal, the Proposal shall be signed with the full name of one member of the firm, or by the name of the officer or officers authorized by its by-laws. In addition to the firm or corporation signature, the corporation’s official seal shall be affixed as indicated.

4.4 Basis of Bid Prices

The Plans and these Specifications, together with any modifications of either or both, which are furnished to prospective Bidders during the advertising period shall become the basis of the Agreement.

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Contractor in complying with all the provisions and requirements of these Contract Documents.

Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor’s overhead and profit for each separately identified item.
4.5 Bid Proposal Preparation

Bids shall be legibly written in ink or typed. All applicable pages of the Proposal shall be completed. The Questionnaire section of the Proposal shall be completed in full and signed by an officer of the firm.

All prices for lump sum or unit price work shall be given in numerals. For unit price items, Bidders shall fill in the unit price bid for each item, and shall also make an extension based on the estimated quantities. Bid prices shall be entered on the Proposal for all items, unless directed otherwise on the Proposal.

Failure to complete the bid price, and questionnaire sections of the Proposal will render the Proposal non-responsive.

4.6 Addenda

If, in the judgment of the Purchasing and Materials Management Director, an Addendum is required to modify, add to, or delete from the contents of the Plans and/or Specifications, a copy of such will be posted on the Purchasing and Materials Management Department’s web page. All registered plan holders will be notified of the addendum and will be provided with the electronic link to the web page. All Addenda shall become part of the Contract Documents. No other interpretations or clarifications issued prior to the Bid Opening shall have legal effect.

Acknowledgment of receipt of all Addenda shall be noted on the Proposal in the section provided.

The sole obligation of the Purchasing and Materials Management Director with respect to distribution of Addenda, is to ensure that a copy of each Addendum is posted on the web page and to notify all parties recorded by the City as having received copies of the Contract Documents. Each Bidder shall bear the responsibility to review and/or download the Addenda and to satisfy themselves prior to submitting their Bid, that the Bid is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda may render the Proposal non-responsive.

4.7 Bid for Alternates

To be responsive, all Proposals shall include Bids for all Alternates. Unless otherwise specified, any Bid which does not include the Base Bid plus each and every Alternate may be rejected as being non-responsive.

Alternate Bids provide for additional work (under Additive Alternates) or less work (under Deductive Alternates) than included in the Base Bid. Prospective Bidders shall complete and submit costs for every item of each Alternate unless otherwise specified. The City may select any combination or reject any or all Alternate Bids as best serves the interest of the City.
4.8 Period Proposal Remains in Effect

Proposals for the Work covered by this Contract may be held by the City for a period of ninety (90) days after receipt of Proposals and shall continue in full effect and not be subject to withdrawal during that period until a Contract has been executed with a Bidder. If no Contract has been executed within the ninety-day period, any Proposal may be withdrawn or nullified by either party or be deemed to be confirmed and extended in time for as long as permitted by the proposers thereof.

ARTICLE I-5 EXAMINATION OF SITE

5.1 Familiarity With Site Conditions

It shall be the responsibility of the Contractor to examine the site of the proposed Work. Before submitting a Proposal, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted, and shall make whatever site investigations or site tests they deem necessary. Should this Proposal be accepted, the Bidder will be responsible for any and all errors in its Proposal resulting from its failure to do so.

5.2 Extents and Locations of Subsurface Conditions

The Plans show the existing surface and other underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information shown is not guaranteed as being correct and/or complete. Bidders are expected to examine the Plans, and the location of the Work upon the ground, and consult various utility companies if deemed necessary, in order to judge for themselves the potential circumstances affecting the cost of the Work or the time required for its completion.

ARTICLE I-6 BID OPENING

Bids received prior to date and time of Bid opening will be securely kept unopened until specified time, at which time all Bids will be publicly opened and read aloud. The City is not responsible for the premature opening of any Proposal not properly marked as required in the Notice to Bidders.
ARTICLE I-7  TABULATION OF THE BIDS

7.1  Correction of Mathematical Errors

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

7.2  Preparation and Distribution of Bid Tabulation

All Proposals received in conformity with these Contract Documents will, as soon as practicable, be tabulated and the tabulation shall become public record. Printed copies of the tabulations will be mailed to Bidders and copies of tabulations may be made available to other interested parties upon request.

ARTICLE I-8  ACCEPTANCE OR REJECTION OF THE BIDS

The City of St. Petersburg reserves the right to accept or reject any or all Bids. Any Bid which is incomplete, conditional, obscure, or contains irregularities of any kind, may, at the City’s discretion, be considered irregular and may be cause for rejection of the Bid. Acceptance of the Bid will not constitute acceptance or approval of equipment and/or materials, and their acceptance for use in the Project will be based upon Shop Drawings and other submittals.

ARTICLE I-9  QUALIFICATION OF BIDDERS

A Bidder may be required, before the award of any Contract, to show to the complete satisfaction of the City, that it has the necessary facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified.

No Contract will be awarded except to qualified responsible Contractors capable of performing the class of work contemplated. Special qualifications for this project are stipulated in the Proposal/Questionnaire section of these Specifications. Bidders shall possess a City-, County-, or State-approved certification to perform the Work required by these documents. The Contractor and its Subcontractors may be requested to submit evidence of certification prior to Bid award or during the period of the contract.

If data submitted in the Questionnaire does not satisfy the special qualification requirements for this project, or if the Contractor’s references do not confirm the Contractor’s experience qualifications, the Proposal may be considered non-responsive.
ARTICLE I-10  DISQUALIFICATION OF BIDDERS

Each Bidder, by submitting its Bid, states that neither Bidder nor Bidder’s agents, nor any other party acting on Bidder’s behalf, has paid or agreed to pay, directly or indirectly, to any person, firm, corporation, or employee of the City, any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agrees that no such money or reward will be hereafter paid.

A Proposal will be rejected if the Contractor’s references, as listed in the Proposal Questionnaire, do not confirm that the Contractor can perform the Work required, does not have adequate resources, or does not possess the required experience.

Any or all Proposals will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Proposals for the same work.

ARTICLE I-11  RECOMMENDATION OF AWARD OF CONTRACT

11.1 Right to Waive Informalities

The City reserves the right to waive any and all informalities or irregularities, or to clarify Contract terms with the lowest responsible Bidder, and to disregard all non-conforming, non-responsive, or conditional Bids, if such a waiver is in the best interest of the City.

11.2 Factors Influencing Award

If a Contract is awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the City indicates that the award will be in the best interests of the Project.

In the determination of the lowest responsive and responsible Bidder, the City reserves the right to take into account and give reasonable weight to:

(a) the Bidder’s past performance in the completion of other City or other governmental contracts;

(b) the probability of the Contract being carried to successful completion, within the time specified, by the methods and with the equipment the Bidder proposes to use;

(c) the Bidder’s responsiveness to all requirements of the Contract Documents; and

(d) default under previous Contracts.
11.3 Recommendation of Award

Upon review and consideration of the above factors by the Purchasing and Materials Management Director, the Engineering & Capital Improvements Director, the funding agency, and the Design Professional, a recommendation for City Council award will be made by the Purchasing and Materials Management Director.

11.4 Award of Contract

Contracts will be awarded to the lowest responsible and qualified Bidder. The criteria to determine the lowest responsible and qualified Bidder shall include:

1. Price,
2. Compliance with specifications,
3. Financial ability to perform the Contract,
4. Integrity, trustworthiness and honesty,
5. Skill, judgment and experience,
6. Promptness – whether the Contract can be performed within the required time, or without delay,
7. Performance of previous satisfactory work, including the fulfillment of warranties,
8. Availability of the necessary facilities and equipment to perform the Work,
9. Special factors, such as compliance with laws and ordinances relating to the Contract.

In awarding any Contract, the City Council may reject any bid determined by the City Council not to be the best Bid for the City.

ARTICLE I-12 SPECIAL PROVISIONS DUE TO FEDERAL FINANCING

If this project is to be financed, all or in part, by the Federal Government, all applicable requirements of the Davis Bacon Act as amended shall be complied with by all concerned.
This Act as amended includes the provisions of the President’s Executive Orders #11246 and #11375, Titles VI and VII of the Civil Rights Act of 1964, and sets forth criteria for the following: (a) Labor Standards, (b) Procedures for compliance with the Davis Bacon Act, (c) Mandatory clauses which shall be included in all contracts which are subject to provisions of the Davis Bacon Act, (d) Apprentice and trainee employment requirements in all contracts in excess of $10,000 where the Davis Bacon Act applies, (e) Instructions for completing Payroll Form WH347, and (f) Contractor responsibilities under the Davis Bacon Act.

If Federal or State funds are partially or fully funding this project, the Contractor will be required to submit a Payment and Performance Bond each for 100% of the cost of construction.

ARTICLE I-13  SUBCONTRACTORS

13.1 Prior Approval

No part of the Contract shall be sublet without the approval of the Owner. If the Contractor should sublet any part of this Contract, the Contractor shall be as fully responsible to the Owner for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

13.2 Subletting of Contract

For infrastructure projects, in which the Design Professional is an engineer, it is a requirement of this Contract that the Contractor must perform at least 50% of the Work called for under this Contract with the Contractor’s own forces. For building projects, in which the Design Professional is an architect, it is a requirement of this Contract that the Contractor must perform at least 25% of the Work called for under this Contract with the Contractor’s own forces.

It is also required that Subcontractors utilized under this Contract must perform at least 50% of the Work subcontracted to them with their own forces. Prior to Final Payment for the Work, the Contractor will be required to furnish an affidavit substantiating the above.

The term “own work force” shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by it with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Contractor. An assignment of Contract work is considered synonymous with a subcontract to perform work.

All Subcontractors shall be responsible for the conditions of the Specifications and shall be licensed or certified by the City or County to perform the Work assigned.
ARTICLE I-14 SMALL BUSINESS ENTERPRISE PROGRAM

14.1 Policy Statement

It is the policy of the City of St Petersburg, Florida, in accordance with the Municipal City Code, to commit the City to the use of certified Small Business Enterprises in all aspects of municipal construction projects.

14.2 Obligation

The Contractor agrees to ensure that certified Small Business Enterprises (SBEs) as defined herein have the maximum opportunity to participate in the performance of contracts financed in whole or in part by the City of St Petersburg. In this regard, all contractors shall take all necessary and reasonable steps to ensure that SBEs have an opportunity to compete for and perform contracts, or portions thereof.

Contractors shall not discriminate on the basis of race, color, national origin, age, sex, or handicap in the performance of St. Petersburg contracts.

All bidders are required to submit a written certification that they have read, understand, and will comply with these requirements. A Bidder's failure to submit this certification or submission of a false certification shall render the Bid non-responsive.

14.3 Definitions

The following definitions apply to this Project:

Small Business Enterprise (SBE).

An independently owned, operated and controlled business which is not dominant in its field of operation and is a provider of supplies, services, or construction. The business must have been in operation for at least 1 year, meet criteria established by the City, and be certified pursuant to the SBE certification program.

"Operate" means direct involvement in the day-to-day management of the business, while "control" shall mean exercising the power to make policy decisions.

"Construction" means the process of building, altering, repairing, improving, landscaping or demolishing any public structure, building, roadway, or other public improvements of any kind to any public real property. However, this term does not include the minor routine landscaping, redecorating, repair or maintenance of existing structures, buildings, or real property. "Minor" as used in the foregoing sentence shall be defined as a contract for $50,000 or less.
"Sheltered Market" means a process whereby contracts or subcontracts are designated, before solicitation of bids, for limited competition from certified Small Business Enterprises only.

"Certified" means a business which has been determined eligible, qualified, and registered by the City of St. Petersburg as a SBE by the City’s Business Assistance Center.

14.4 Participation by SBE Contractors and Subcontractors

A percentage of the base Bid amount has been established for contracting with SBES certified by the City of St. Petersburg. The following goals are applicable to this project:

\[
\text{SBE: } \frac{}{} \%
\]

All contractors bidding on a construction project shall be required to subcontract the designated percentage of work, including the cost of materials, goods and supplies to certified SBE Subcontractors or demonstrate and document that good faith efforts were made to satisfy the goal. When using SBE material suppliers, no more than one-half of the goal will be credited to the SBE goal for the Project. The ability of the Bidder to perform the Work with its own workforce will not excuse the Bidder from utilizing an SBE or from making good faith efforts to meet participation goals.

Bidders will be required to submit with their Bid the following information:

1. The names, addresses and telephone numbers of the SBE Subcontractors/or suppliers to be utilized;

2. A letter of intent to perform services from the SBE Subcontractors/or suppliers;

3. A description of the work to be performed and the agreed-upon dollar value for such work.

This information shall be submitted on the form, labeled "Letter of Intent to Perform as a Subcontractor".

If the Bidder(s) intention is not clear and/or determined to be incomplete, the City reserves the right to request clarification and/or additional letters of intent from the Bidder(s). When so requested, the Bidder(s) shall supply the additional information within 2 working days. If satisfactory information is not provided within 2 working days the Bid will be considered non-responsive.
14.5 **Bid Awards**

The City’s Business Assistance Center will have primary responsibility for determining compliance with the participation goals on all projects as established by the City’s SBE Construction Committee. The evaluation of compliance shall be based on the base Bid amount.

a. If the low Bidder meets the SBE percentages, award is made to the low Bidder, unless other circumstances exist that would render such award not in the best interest of the City.

b. If the low Bidder does not meet the SBE percentage goals, but has demonstrated a good faith effort, then the award is given to the low Bidder, unless other circumstances exist that would render such award not in the best interest of the City. (It should be noted that the actual participation percentages achieved is one of the criteria to be factored in determining good faith effort).

If the low Bidder does not meet a. or b., then the assessment process continues until compliance is achieved.

14.6 **Good Faith Effort by Contractors**

All Contractors bidding on any St. Petersburg construction projects having SBE participation goals established shall document steps taken to obtain SBE participation, when the goals are not met, including, but not limited to, the following listed efforts:

1. Attendance at pre-bid conferences;

2. Publishing of advertisements in area newspapers, trade association publications and SBE publications for at least ten (10) days prior to the Bid opening date, concerning subcontracting opportunities. Copies of advertisements should be included with the Bid.

3. Giving written notification to a reasonable number of certified SBE Subcontractors to solicit their interest in the project in sufficient time to allow the SBE to participate effectively;

4. In conducting negotiations with SBE Subcontractors, negotiations must be documented by the following information:

   a. The names, addresses and telephone numbers of certified SBE contractors contacted, the date negotiations took place describing plans and specifications for various portions of the project proposed for subcontracting, and reason for non-use if a quote is provided.

   b. A description of information provided to solicit SBE subcontracting agreements.
5. Making efforts to assist firms contacted to obtain necessary bonding, insurance, and financial assistance;

6. Utilizing services and resources of available SBE community organizations; SBE contractors' groups; local, state, and federal SBE business assistance offices; and other organizations that provide assistance in the recruitment and placement of SBE business enterprises;

7. Actual participation percentages proposed in the Bid Proposal; and

8. Submitting any additional information which would demonstrate good faith effort.

This documentation is required to be submitted with the Bid submittal and shall be used to determine whether a good faith effort, as required by Section 2-243, St. Petersburg City Code, has been made by the Contractor.

The listing of City of St Petersburg certified SBE Subcontractors is not intended to be, nor should any such listing be construed to be, all inclusive. Information pertaining to lists of certified SBE contractors may be obtained by contacting:

Assistant Director  
Midtown Economic Development  
Business Assistance Center  
City of St Petersburg  
P. O. Box 2842  
St. Petersburg, FL 33731-2842  
Telephone: (727) 893-7146

Contractors unable to achieve the required SBE participation percentage must provide this documentation and shall further demonstrate that a good faith effort has been made to achieve the established goal by submitting the Subcontracting Opportunities Summary Listing of Written and Follow-up Solicitation, and Summary Listing of Reasons for Non-Use forms.

14.7 Notice to Proceed

As a prerequisite for issuance of a Notice to Proceed, the Contractor shall provide the City’s Business Assistance Center a copy of all SBE Subcontractor's agreements to include the cost, scope and schedule, payment terms and conditions. Should delay result in obtaining this information, the City reserves the right to issue a Notice to Proceed and withhold payments due the Contractor until such time as the information is provided and accepted. Prior to the issuance of Final Payment, the actual usage of SBEs, in terms of dollar amount, shall be submitted to the Assistant Director of Midtown Economic Development.
14.8 Proposed Changes

Prior to changes taking place in the utilization of SBE Subcontractors after the bid opening, the Assistant Director of Midtown Economic Development must grant approval.

The Contractor shall make every effort to replace a SBE Subcontractor with another certified SBE. All requests for substitutes shall be approved by the Assistant Director of Midtown Economic Development prior to changes being made. Substitutions will be granted only for the following reasons:

A. SBE Subcontractor requests to void their subcontract agreement with the Contractor,
B. SBE Subcontractor is unable to perform the Work;
C. SBE Subcontractor has consistently performed unacceptable work.

14.9 Change Orders

When Change Orders are required on construction projects, the Contractor will itemize any changes (including scope of work, cost, and completion time) in the use of SBEs and obtain an update of SBE subcontract changes. Copies of these subcontract changes will be filed with the Midtown Economic Development Business Assistance Center. The exception to this requirement will be Change Orders issued in the field because of critical need to keep the project on a strict schedule. If field Change Orders are issued, the Midtown Economic Development Business Assistance Center must be notified in writing, by the Contractor, within seven (7) days, of the scope of work, cost, and completion time of the work to be performed by the SBE Subcontractor.

14.10 Payment Requests

SBE Subcontractors are encouraged to file copies of requests for payment for scope of work completed with Midtown Economic Development Business Assistance Center. Payment requests for Contractors shall be accompanied, with exception of the first draw, by a partial or final release of lien. Pay request(s) should also include the amount payable to the SBE Subcontractor(s) and the balance of the Contract amount.

14.11 Payment Disputes

Subcontractors are responsible for notifying the City in writing of an alleged payment deficiency by the Contractor. The Contractor shall respond in writing within seven (7) days to the City with the reason(s) why payment has not been rendered. Failure to respond to the City within the time frame provided will result in a delay in processing the payment request until such time a response has been received and/or payment rendered to the SBE Subcontractor.
Any dispute between SBE Subcontractors and Contractor regarding payment will be initially investigated by the Midtown Economic Development Assistant Director and mediated, if necessary, by the City.

**ARTICLE I-15 NONDISCRIMINATION**

In carrying out the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Contractor shall take affirmative action to ensure that applicants for employment and employees are treated in accordance with all applicable local, state, and federal laws regarding race, color, religion, sex, national origin or disability.

All employment decisions of the Contractor with respect to employees and employee applicants, including but not limited to, initial employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, training and apprenticeship shall be without discrimination against the employee or employee applicant because of disability, race, color, religion, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Failure to adhere to the above procedures is considered a violation of the Contract with the City and may subject the violator to disbarment from future City contracts.

**ARTICLE I-16 WITHDRAWAL OF PROPOSAL**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principals’ proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications.

Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid and the Bid security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.
ARTICLE I-17  PUBLIC ENTITY CRIMES

Submission by the Contractor of the signed statement included in the Proposal is a requirement of this Bid. The SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES must be executed and enclosed with the Bid/Proposal.
EXECUTION OF THE CONTRACT

ARTICLE E-1 PUBLIC CONSTRUCTION BOND

The Contractor shall furnish a Public Construction Bond executed by a surety company duly authorized to do business in the state of Florida which shall be countersigned by an agent for the company, resident in the state of Florida. The amount of the bond shall be equal to one hundred percent (100%) of the Contract price, as security for the faithful performance of this Contract and as security for the payment by the Contractor of all persons performing this Contract. The Surety company shall have a rating classification of “A” and a financial category of Class VII as evaluated in the current Best’s Key Rating Guide, Property – Liability.

In lieu of the Public Construction Bond, the Contractor may furnish to the City an alternative form of security in the form of cash, money order, certified check, cashier’s check, an irrevocable letter of credit, or a security of a type listed in Chapter 625, Part II, of the Florida Statutes and acceptable to the City Attorney. Any such alternative form of security shall be subject to the same conditions as those applicable to the Construction Bond required by this section and Chapter 255 of the Florida Statutes.

The Public Construction Bond shall remain in effect for at least one year beyond the date of Final Acceptance by the City.

Alternative forms of security will be returned to the Contractor not later than thirty (30) days following the expiration of the guarantee period.

ARTICLE E-2 INSURANCE AND INDEMNIFICATION

2.1 Holdharmless/Indemnification

In consideration of $10.00, which shall be included in the Bid price, the Contractor shall indemnify, save and hold harmless, and defend the City and all of its officers and employees and the City’s designated Design Professional assigned to assist the City Inspector, and all its officers and employees, from all suits, actions, damages, loss, liability and claims of any character, name or description brought for, or on account of, any injuries or damages received or sustained by any persons or property arising out of the Contractor’s negligence or the negligence of its officers, agents, representatives, guests, employees, invitees or persons contracting with the Contractor, whether it be the sole or joint negligence with others in connection with performance of the project, by or in consequence of any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the Project, or by or on account, of any act, failure to act, omission, neglect or misconduct of the Contractor, its officers, agents, representatives, guests, employees, invitees or persons contracting with Contractor.
2.2 Contractor’s Coverage

The Contractor shall not commence work under this Contract until all insurance required in the following paragraphs has been obtained and approved by the City. The Contractor shall not allow any Subcontractor to commence work on a Subcontract until all insurance required of the Subcontractor has been obtained and approved. If a Subcontractor does not obtain insurance in its own name and its principal Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor’s employees, a rider shall be attached to the principal Contractor’s policy, which rider shall identify the persons thereby covered or else the principal Contractor shall obtain appropriate policies in the name of the Subcontractor.

The Contractor shall provide the City with Certificates of Insurance for all new and renewal insurance policies. Certificates shall name the City of St. Petersburg as an additional insured and show the City of St. Petersburg as the Certificate Holder. No insurance policy required herein may be canceled, non-renewed, or adversely changed without thirty days written notice to the City. Insurance shall be maintained at all times by the Contractor until Final Acceptance of the Work by the City except for completed operations coverage which shall be maintained for a period of one year beyond Final Acceptance of the Project. Completed operations coverage shall not serve to limit the liability of the Contractor.

Certificates of Insurance shall be delivered to the Purchasing and Materials Management Director. Failure to provide Certificates or failure to renew Insurance shall not relieve the Contractor of the responsibility to provide insurance as required. At the City’s request, the Contractor and all its Subcontractors shall provide complete copies of any insurance policies for the City’s review. Receipt of Certificates of Insurance which indicate less coverage than required does not constitute a waiver of the Contractor’s obligation to fulfill the insurance requirements herein.

The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella policy must provide coverage on at least a following form basis.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Contractor’s deductibles or self-insured retention may be disapproved by the City and shall be reduced or eliminated at the option of the City. All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.
2.3 Worker’s Compensation

A. Coverage

The Contractor shall obtain and maintain during the life of this Contract, Worker’s Compensation Insurance for all of Contractor’s employees employed at the site of the Project. Coverage should include Employers Liability, Voluntary Compensation and U.S. Longshoremen’s and Harbor Worker’s Act coverage where applicable.

If any work is subcontracted, the Contractor shall require each Subcontractor to provide Worker’s Compensation Insurance for all the Subcontractor’s employees unless such employees are covered by the Worker’s Compensation Insurance afforded by the Contractor.

The Contractor and Subcontractors shall purchase any other insurance or coverage required by law for the benefit of their employees.

B. Limits

Worker’s Compensation – as required by Florida Law.

Employer’s Liability - $100,000 each employee, each accident, and $100,000 each employee / $500,000 policy limit for disease.

2.4 Commercial General Liability

A. Coverage

The Contractor shall obtain and maintain during the life of this Contract, such Commercial General Liability Insurance as shall provide coverage for the Contractor, Subcontractors, the City’s designated Design Professional, and the City of St. Petersburg from claims for bodily injury and personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by the Contractor or by any Subcontractors, or any of their agents, representatives, guests, employees, invitees or anyone contracting with Contractor or by anyone directly or indirectly employed by any of them.

Explosion, collapse and underground hazards shall be covered by the Contractor’s and Subcontractor’s Commercial General Liability Insurance. If such policy does not cover asbestos abatement liability, then a separate asbestos abatement policy with a limit of no less than $2,000,000 is required, on applicable projects.

A separate general aggregate limit of liability shall apply to the Project in this Contract. If the Contractor works on more than one project, a general aggregate shall apply to each of such projects. The project(s) shall be specifically described in the endorsement.
If Comprehensive General Liability Insurance is obtained instead of Commercial General Liability Insurance, the policy must include the Broad Form Comprehensive General Liability Endorsement.

B. Limits

Occurrence type Commercial General Liability in amounts not less than:

- General Aggregate Limit applicable per Project: $2,000,000
- Products and Completed Operations Aggregate Limit: $2,000,000
- Personal & Advertising Injury Limit: $2,000,000
- Each Occurrence Limit: $2,000,000
- Fire Damage Limit: $50,000
- Medical Expense Limit: Optional

2.5 Business Automobile Insurance

A. Coverage

The Contractor shall obtain and maintain Business Automobile Insurance providing liability coverage for “any auto”, which shall include, but not be limited to, all leased, owned, non-owned, and hired vehicles.

B. Limits

$1,000,000 combined single limit each occurrence for bodily injury and property damage.

2.6 Builder’s Risk Insurance

On applicable projects, (including structures and wells) each Contractor shall obtain and maintain Builder’s Risk Insurance insuring the Contractor’s work at the site to its full insurable value. This insurance shall insure the interests of the City, the Contractor, and all Subcontractors in the Work and shall insure against special form causes of loss (all risk perils), including collapse during construction for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the Work stored on or off site or in transit. Builder’s Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the City and written notice of that fact has been issued by the City.
ARTICLE E-3 SUMMARY OF DOCUMENTS REQUIRED TO EXECUTE CONTRACTS

Contract Documents

Two sets of original Contracts will be transmitted to the Contractor by the City with a written Notice of Award by City Council for execution: one marked “ORIGINAL” and one marked “CONTRACTOR”. The Contractor is responsible for furnishing the following documentation:

3.1 Agreement, Acknowledgment of Contractor

The Agreement shall be filled out in the prescribed manner. No dates shall be filled in until the City places the final signature on the Contract. The Agreement shall be signed by an officer or designated employee of the firm or corporation and shall also be signed by a witness. The Corporate Seal shall be affixed, if a corporation.

The Acknowledgment of Contractor shall be filled out and notarized acknowledging the execution of the Agreement by officials of the firm or corporation.

3.2 Public Construction Bond, Acknowledgment of Contractor

The Public Construction Bond form furnished in the Proposal section or an alternate form of security shall be executed as specified in the Article entitled PUBLIC CONSTRUCTION BOND located in the Execution of the Contract section.

The Acknowledgment of Contractor shall be filled out and notarized acknowledging the execution of the Agreement by officials of the firm or corporation.

The Acknowledgment of Surety shall be filled out, signed and notarized by agents of the Surety company.

3.3 Certificate of Insurance

Certificates of Insurance shall be submitted in accordance with the Article entitled INSURANCE AND INDEMNIFICATION in the Execution of the Contract section. The form of the Certificate of Insurance shall be an insurance industry standard Certificate of Insurance.

ARTICLE E-4 EXECUTION OF THE CONTRACT

4.1 Execution Time Frame

The Contractor shall furnish the City with executed Contracts, Bonds, and Insurance within ten (10) consecutive calendar days following receipt of Contracts and written Notice of the Award. If the Contractor fails to do so within the specified time frame, the Bid Bond, check or bid security furnished with the Proposal, and the monies payable thereon, shall be paid into the funds of the City of St. Petersburg as liquidated damages.
Otherwise, the check or Bid Bond or security accompanying the Bid Proposal shall be returned to the Contractor as specified in the Article entitled BID GUARANTY of the Instructions to Bidders.

4.2 Contract Documents – Copies Furnished

In addition to the executed set of Contract Documents, the City will furnish, free of charge to the Contractor, two (2) sets of Plans and Specifications plus a computer disk with files of the Plans and Specifications in PDF format. Any additional Plans and Specifications will be sold to the Contractor at the cost of reproduction.

The two (2) sets shall be maintained in good condition for marking as-built conditions, as specified in the Article entitled AS-BUILT DRAWINGS, in the General Conditions.
GENERAL CONDITIONS

ARTICLE G-1  DEFINITION OF TERMS

The following terms as used in these Documents are respectively defined as follows:

ADDENDA – Written or graphic instruments issued prior to receipt of Bids which modify or interpret the Contract Documents, Plans and/or Specifications by additions, deletions, clarifications and/or corrections.

AGREEMENT/CONTRACT – The written Contract between the City and the Contractor covering the Work to be performed, the Contract Documents are attached to and made a part of the Agreement.

ALTERNATES – Bid price for additive or deductive items to the Base Bid in the Proposal.

BID – The Proposal of the Bidder submitted on the prescribed Contract Proposal form setting forth the prices for the Work to be performed.

BID DOCUMENTS – Consisting of the Proposal forms, and Bid Bond form.

BIDDER – Any individual, firm, or corporation, submitting a Proposal for the Work contemplated, acting directly or through a duly authorized agent. The Bidder shall supply documentation of the existence of the firm or corporation as may be required by the City.

BONDS – Bid Bond, Public Construction Bond, and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents and in accordance with Florida State law.

CHANGE ORDER – A written order to the Contractor prepared by the City, executed as required by the Contract Documents, describing, authorizing and recognizing a change in the Work, an adjustment in the Contract Price, and, if applicable, an adjustment in the Contract Completion date. A Change Order may be utilized to substitute work at no cost, to authorize additional (extra) work or to authorize the deduction of work. A Change Order signed by the Contractor indicates its agreement therewith including any adjustment in the Contract Price and/or the Contract Time.

CITY – The City of St. Petersburg, Florida, as represented by the City Council of said City.

CITY INSPECTOR – Duly authorized project representative assigned by the Manager, Engineering Construction. The City Inspector may be a City employee or an employee of a Design Professional employed by the City.
CONTRACT DOCUMENTS – The Agreement between the City and the Contractor including the Notice to Bidders, Instruction to Bidders, General Conditions, Technical Specifications, Proposal, Bid Bond, Agreement, Public Construction Bond, Certificate of Insurance, Addenda, and Plans together with such Change Orders as may be made before or during the progress of the Work.

CONTRACT PRICE – The total moneys payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME – The period of time subsequent to the issuance of the Notice to Proceed and prior to and including the date stated in the Contract Documents allowed for the completion of the Work.

CONTRACTOR – The party of the first part to the Contract, acting directly or through its agents or employees.

DESIGN PROFESSIONAL – The person, firm, or corporation under separate contract with the City, or City personnel, to provide Engineering/Architectural services, and, if noted at the pre-construction conference, may provide construction administration, construction inspection or other project-related services for the Project.

ENGINEER/ENGINEERING & CAPITAL IMPROVEMENTS DIRECTOR – The Director of the City Engineering & Capital Improvements Department, or an authorized representative.

FIELD ORDER – A written instrument, on a form utilized by the City and delivered to the Contractor, that interprets and/or provides the Contractor with information clarifying a particular requirement of the Contract Documents. The issuance of which further indicates that no increase or decrease in Contract Price and/or Contract Time is applicable to the Contract requirement addressed by the Field Order.

FINAL ACCEPTANCE/PAYMENT – Acknowledgment by the Owner that the Final Completion has been achieved by the Contractor and that all construction has been completed in accordance with the Contract Documents. Final Acceptance shall be made in the form of the Final Payment to the Contractor releasing all moneys due to the Contractor.

FINAL COMPLETION – Completion of all work required under this Contract in accordance with the Contract Documents, to the satisfaction of the Owner. Completion includes not only construction of Work and the completion of the punch list items, but also the satisfactory submittal of as-built drawings approved by the Owner, Operation and Maintenance Manuals, lien releases, and all other documentation required by the Contract Specifications.

MANAGER, ENGINEERING CONSTRUCTION – Duly authorized representative of the Engineering & Capital Improvements Director.
NOTICE OF AWARD – Official written notice by the City to the apparent successful Bidder stating project award. Serves as transmittal of Contracts to Contractor for execution within specified time.

NOTICE TO PROCEED – Official written notice mailed by the City to the Contractor, the date of which the Contract Time will commence to run, and upon which the Contractor shall be prepared to initiate construction work under the Contract Documents within the following ten (10) days.

OWNER – The City of St. Petersburg, FL, party of the second part of this Contract.

PLANS/CONTRACT PLANS – All tracings, drawings, or reproductions thereof furnished by the City pertaining to the Project and such detailed supplemental drawings as may be issued by the City as the Work proceeds.

PROJECT – The entire construction to be performed as provided in the Contract Documents.

PROPOSAL – The City-supplied forms submitted by the Bidders to the City no later than the time specified in the Notice to Bidders.

PURCHASING AND MATERIALS MANAGEMENT DIRECTOR – The Director of the City Purchasing and Materials Management Department, or an authorized representative.

SAMPLES – Physical examples which illustrate materials, equipment, or workmanship and established standards by which the Work will be judged.

SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work to be fabricated and/or installed as required by the Contract Documents.

SPECIFICATIONS – Those portions of the Contract Documents consisting of written technical descriptions of, and requirements applicable to materials, equipment, construction systems, standards and workmanship as applied to the Work, and all administrative details, procedures and requirements. Specifications include all divisions herein.

SUBCONTRACTOR – A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor does not include its Subcontractors.

SURETY – The corporate body which is bound with and for the Contractor and which engages to be responsible for its payment of all debts pertaining to, and for its acceptable performance of, the Work for which it has contracted.
WORK – The entire completed construction, or the various separately identifiable parts, furnished under the Contract Documents. Work is the result of, or an act of, performing services furnishing labor and supplying and incorporating material, and equipment into the Project, in conformity with the Contract Documents.

ARTICLE G-2 COMMENCEMENT AND COMPLETION

The Contractor may not commence work at the site until all the information required in the “Execution of the Contract” has been submitted. Once a written Notice to Proceed has been issued, the Contractor shall begin work within 10 days of the Notice to Proceed date.

Prior to beginning work, the Contractor shall coordinate the Work with utility companies serving the site and shall obtain assurance from each utility company that the utility has seen and is familiar with the scope of work to be performed and its impact on the utility service.

The Contractor shall diligently and progressively pursue the Work until its completion. If the Contractor fails to complete the Work within the time specified in the Agreement, liquidated damages will be assessed in accordance with the Article entitled LIQUIDATED DAMAGES in the General Conditions. The time stated for completion shall include final cleanup of the premises.

ARTICLE G-3 LIQUIDATED DAMAGES

If the Contractor fails to complete the Work within the time specified in the Contract, or any extension, the Contractor shall pay to the City as liquidated damages to recover additional costs to the City for late completion of work, the following sums each day of delay:

A. For failure to complete all work under this Contract, One Thousand Dollars ($1,000.00) per calendar day of delay until completed and accepted. Should all work be completed and accepted except grassing, liquidated damages for that work will be assessed as stated in the next paragraph.

B. For failure to complete all incidental grassing and the establishment thereof, as set forth hereinafter in the Contract, One Hundred Dollars ($100.00) per calendar day of delay until completed and accepted.

If the City terminates the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for Final Completion of the Work together with any increase costs occasioned the City in completing the Work.

If the City does not terminate the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.
If the Contract completion date precedes the pre-final inspection date, liquidated damages will accrue automatically between the Contract completion date and the date when the Engineer certifies in writing that the pre-final inspection punch list items have been satisfactorily completed. Liquidated damages will again begin accruing on the date following the issuance of the final inspection punch list by the City and will continue to accrue from that date to the date when the Engineer certifies in writing that the final inspection punch list items have been satisfactorily completed.

ARTICLE G-4 PROJECT SCHEDULE

The Contractor shall submit to the City at the pre-construction conference, or any other time as requested by the Engineer, three (3) copies of a practicable Project schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor plans starting and completing the major features of the Work, including acquiring materials, plant and equipment.

Project schedules will be suitable scale to indicate appropriately the percentage of the Work scheduled for completion by any given date during the period. The purpose of this Project schedule is to assure adequate planning and execution of the Work and to assist the Engineering & Capital Improvements Director appraising the progress of the Work and value of this Work. The Engineering & Capital Improvements Director may withhold approval of partial payments until the Contractor submits and obtains approval of the Project schedule.

The Contractor shall update the Project schedule showing actual progress on a monthly basis. If, in the opinion of the Engineering & Capital Improvements Director, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Engineering & Capital Improvements Director, without additional cost to the City.

In this circumstance, the Engineering & Capital Improvements Director may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction equipment, and to submit for approval any supplementary schedule or schedules in chart form as the Engineering & Capital Improvements Director deems necessary to demonstrate how the approved rate of progress will be regained.

Failure of the Contractor to comply with the requirements of the Engineering & Capital Improvements Director under this Article shall be grounds for a determination by the Engineering & Capital Improvements Director that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Engineering & Capital Improvements Director may terminate the Contractor’s right to proceed with the Work, or any separable part of it in accordance with the Article entitled TERMINATION OF THE CONTRACT in the General Conditions.
ARTICLE G-5 PROGRESS CHARTS

In consonance with the Article entitled PROJECT SCHEDULE in the General Conditions, the Contractor shall be guided by the following requirements and procedures as pertain to submission of an initial, and subsequent, periodic construction progress charts. These charts as approved and updated shall provide the basis for determination of the amounts of partial payments.

Blank forms will be furnished to the Contractor as soon after award as practicable for its use in submitting its Contract progress schedules for approval. Three (3) copies of full size and legible monthly updated progress schedules are to be furnished by the Contractor and submitted with all partial payments.

The Contractor shall indicate on the initial progress schedule and subsequent progress charts, the bid items contained in the Contract, showing the amount of the item and its relative weighted percentage of the total Contract. The Contractor shall separate features of work under each item to show salient work elements such as procurement of materials, plant, and equipment, and supplemental work elements such as excavation, reinforcing steel, backfill, etc. These salient features shall total to the cost and weighted percentages shown for the major bid item. As directed by the Engineering & Capital Improvements Director, other requirements to be shown on the Project schedule will include manpower loading by craft, construction equipment, and subcontracts required to support the work elements.

After the Project schedule has been accepted by the Engineering & Capital Improvements Director, this schedule will become the basis for periodic updated progress chart.

Changes to the Contract which are minor in nature shall be listed and scheduled separately in order of their issuance and as reported on the associated request for partial payment. Completion of work on minor changes shall be noted as work progresses.

When major changes are issued in which one or more of the bid items are significantly changed in cost and/or time, the progress schedule shall be revised to incorporate such changes showing revised item completion dates and overall new completion dates, as applicable.

ARTICLE G-6 INTENT AND USE OF CONTRACT DOCUMENTS

6.1 Relationship Between Documents

The Contract Documents comprise the entire Contract between the City and the Contractor concerning the Work. They may be altered only by a modification. The Specifications are accompanied by the Plans which are duplicates of Plans on file with the City Engineering & Capital Improvements Department.
The Contract Documents are complementary; what is called for by one portion is as binding as if called for by all portions. The table of contents, titles and headings contained in the Contract Documents are solely to facilitate reference to pertinent provisions of the Contract Documents, and shall in no way affect the interpretation of the provisions to which they refer. Further, in the event any particular parts of these Contract Documents are found to be unenforceable, no such event shall affect the enforceability or applicability of any other parts of the Contract Documents.

In the event a conflict between the Plans and the Specifications arises, the Contractor shall notify the Engineer who shall interpret and rule on the true intent.

6.2 References to Other Documents

Reference to standard specifications, manuals or codes of a technical society, organization or association, or to the code of a governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of the Bids unless otherwise specifically stated and shall be as binding as other Project Specifications. However, no provision of a referenced standard specification or manual (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, or the Contractor or any of their agents or employees from those set forth in the Contract Documents.

When used in the Contract Documents, the following abbreviations have the meaning shown unless stated otherwise:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials (successor to AASHO)</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute (successor to USASI and ASA)</td>
</tr>
<tr>
<td>AREA</td>
<td>American Railway Engineering Association</td>
</tr>
<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating, and Air Conditioning Engineers</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
</tr>
<tr>
<td>AWPA</td>
<td>American Wood Preserver’s Association</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society</td>
</tr>
<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
</tr>
<tr>
<td>CISP</td>
<td>Cast Iron Soil Pipe Institute</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>DEP</td>
<td>Department of Environmental Protection, State of Florida</td>
</tr>
<tr>
<td>DIPRA</td>
<td>Ductile Iron Pipe Research Association</td>
</tr>
<tr>
<td>DOT or FDOT</td>
<td>Department of Transportation, State of Florida</td>
</tr>
<tr>
<td>DOT-SSRBC or</td>
<td>Department of Transportation, Standard Specification for Road &amp; Bridge Construction (English Units)</td>
</tr>
<tr>
<td>Acronym</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>FM</td>
<td>Factory Mutual</td>
</tr>
<tr>
<td>EPA or USEPA</td>
<td>United States Environmental Protection Agency</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers (successor to AIEE)</td>
</tr>
<tr>
<td>MUTCD</td>
<td>Manual on Uniform Traffic Control Devices</td>
</tr>
<tr>
<td>NEC</td>
<td>National Electrical Code</td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturer’s Association</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>NSF</td>
<td>NSF International (formerly National Sanitation Foundation)</td>
</tr>
<tr>
<td>OSHA</td>
<td>United States Department of Labor, Occupational Safety and Health Administration; and Occupational Safety and Health Act</td>
</tr>
<tr>
<td>PCA</td>
<td>Portland Cement Association</td>
</tr>
<tr>
<td>PCI</td>
<td>Pre-stressed Concrete Institute</td>
</tr>
<tr>
<td>SBCCI</td>
<td>Southern Building Code Congress International</td>
</tr>
<tr>
<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractor’s National Association</td>
</tr>
<tr>
<td>SSPC</td>
<td>Steel Structures Painting Council</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriters Laboratories, Inc.</td>
</tr>
</tbody>
</table>

### 6.3 Contract Document Ownership

Neither the Contractor nor a Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire title to or ownership rights in the Plans, Specifications, or other documents (or copies of same) prepared by or through the City and they shall not reuse them in whole or in part, on extensions of this Project or on another project without prior written consent of the City including any specific written verifications or adaptations.

### 6.4 Intent of the Plans

The intent of the Plans is to provide the Contractor with the best practical information regarding the layout and dimensioning of the items of equipment or work required. In as much as it is neither practical nor standard practice to show every detail on the Plans, the Contractor shall be responsible for the functionality of the various pieces of equipment and materials in order to provide a complete and operable system and facility. All such connecting equipment shall be included in the original Contract Price bid. Large scale and full size drawings shall be followed in preference to the smaller scale drawings, and figured dimensions rather than scaled measurements shall be used.

### 6.5 Intent of the Specifications

The intent of the Specifications is to provide the Contractor with the best practical information regarding the quality of materials and work to be performed at the site. Each Contractor shall be responsible for ensuring that the material standards required are met and that the manner of performing all work is of the highest quality.
6.6 Intent of the Contract Documents

It is the intent of the Contract Documents to describe a complete Project to be constructed in accordance with the Contract Documents. All work that may reasonably be inferred from the Specifications or Plans as being required to produce a complete and functional result shall be supplied whether or not it is specifically mentioned. When words which have a well-known technical or trade meaning are used to describe the Work, materials or equipment, in all cases those words shall have that meaning.

The apparent silence of the Specifications as to any detail, or the 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 be used, and that only materials and workmanship of the best quality shall be used, and interpretation of the Specifications shall be made upon that basis.

Payment for the items quoted in the Proposal shall also include all costs of any other work, materials and equipment necessary to make the Work complete with the intent of the Project. Work not specified, but involved in carrying out their intent or in the complete and proper execution of the Work is required, and shall be performed by the Contractor as though it was specifically delineated or described.

6.7 Record Documents

The Contractor shall maintain in a safe place at the site one record copy of all Plans, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarification in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Engineer for reference.

6.8 Records Retention

The Contractor shall maintain complete records of this Agreement for a minimum of three (3) years, or such time as may be required by law. All records shall be kept and maintained in accordance with generally accepted accounting principles.

ARTICLE G-7 OMISSIONS OR ERRORS IN THE CONTRACT DOCUMENTS

Should anything be omitted from the Contract Plans or Specifications which is necessary to permit a clear understanding of the Work, or should there be any error in any of the various instruments furnished, the Contractor shall not perform the Work and shall immediately notify the City of such omissions or errors. Upon receipt of such notification, the City will respond accordingly.
In the event of the Contractor’s failure to follow this procedure, it shall make good any damage to or defect in its work caused hereby. The Contractor will not be allowed to take advantage of any omission or error on the Plans, as full instructions will be furnished by the City regarding the intent of the Contract Documents.

ARTICLE G-8  INTERPRETATIONS

When, during the course of the progress of the Work, a question arises as to the intent of the Contract Documents, the scope of Work to be performed, or the labor or materials to be supplied, such questions shall, prior to the Work being performed, be referred to the Engineer for formal determination. All such referrals must be made prior to the Work being performed. Any Work performed prior to receipt of written instruction shall be considered to have been performed outside the scope of the Contract and performed at no cost to the City.

If, upon the receipt of a question concerning the Work, the Engineer determines that the Work referred to must be performed by the Contractor at no increase in price to the Contract, the City Inspector will issue an interpretation on a form entitled “Field Order”, which upon issue, shall be signed by the Contractor acknowledging receipt. In the event the Contractor disagrees with such an interpretation, it must register a protest by Certified Mail with the Engineer within ten (10) days following the date of issuance of the Field Order by the City Inspector. However, the Contractor shall immediately proceed with the instruction given in the Field Order.

If, upon receipt of a question concerning the Work, the Engineer determines that the Work referred to lies outside the Contractor’s scope of Work, the Engineer will not issue a Field Order but rather will initiate the procedures for the execution of a Change Order as specified in the Article entitled CHANGES IN THE WORK in the General Conditions.

Interpretations of the requirements of the Contract Documents may be issued as Field Orders by the Engineer or the City Inspector at any time during the course of the construction. The Contractor, at all times, is required to immediately execute the instructions of all issued Field Orders.

ARTICLE G-9  APPLICABLE LAWS AND REGULATIONS

The Contract Documents shall be governed by the laws, codes, and regulations of the place of the Project. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor finds that the Contract Documents are or may be in conflict with applicable laws, ordinances, rules or regulations, the Contractor shall give, prior to performing such Work, the City prompt written notice, specifying each conflict. Upon receipt of such notice, if warranted, the City will eliminate each conflict by issuance of an appropriate Field Order or Change Order.
In as much as the Contractor is required to be familiar with the code requirements applicable to its Work, if the Contractor performs any work contrary to such laws, codes, rules, and regulations, and fails to provide written notice to the City, the Contractor shall bear sole liability for all consequences.

**ARTICLE G-10  ROYALTIES AND PATENTS**

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

If a particular invention, design process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the City its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract Documents.

The Contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of any infringement of patents rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**ARTICLE G-11  ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and OSHA’s Safety and Health Standards (29 CFR 1926/1910) U. S. Department of Labor, to the extent that such provisions are not in contravention of applicable law and the Accident Prevention Manual, City of St. Petersburg, Florida.
ARTICLE G-12  PUBLIC CONVENIENCE AND SAFETY

12.1 Requirements for the Protection of the Work, Personnel, and Property

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent and mitigate damage, injury or loss resulting from its construction activities to:

A. All employees on the Work and all other persons who may be affected thereby;

B. All the Work, and all materials and equipment to be incorporated therein, whether installed, in storage on or off the site under the care, custody or control of the Contractor or any of its Subcontractors or Sub-Subcontractors; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

No Contractor shall cut away any timber, dig under any foundations or into any walls or other parts, or in any case allow the same to be done without the full knowledge and consent of the City, and shall be held responsible for any damage resulting from any violations of the provisions of this clause. Approved excavation under foundations shall be backfilled concrete by and at the expense of the Contractor requiring such excavation.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the City or anyone directly or indirectly employed by the City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor.
12.2 Public Convenience

The Contractor shall conduct its work so as to interfere as little as possible with private business or public travel. It shall, at its own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and it shall be liable for all damages occasioned in any way by its act or neglect or that of its agents or employees. The Contractor is responsible, where necessary, to provide temporary sidewalks for the safe passage of pedestrian traffic. The Contractor shall comply with the State of Florida Manual on Traffic Control and Safe Practices.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the City and the owner or operator of the utility facility of the disruption and shall cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

During all work under this Project, the Contractor, through the use of water or other City-approved means, shall institute a continuous dust abatement program to the extent that reasonable precaution shall be taken by the Contractor to prevent the emission of fugitive particulate matter into the atmosphere. Access to private property is to be maintained at all times. It is the Contractor’s responsibility to develop construction schedules and methods to assure compliance with this requirement.

ARTICLE G-13 NOISE ABATEMENT

The Contractor shall meet the following noise abatement performance standards in the conducting of construction activity:

A. Between sunset and 11:00 p.m., noise levels shall not exceed an L50 sound level of 70 dB at the nearest residential or commercial property line.

B. Operation of equipment should be avoided between 11:00 p.m. and sunrise, but if required, the noise level shall not exceed an L50 sound level limit of 60 dB.
Definitions for terminology contained in this Article shall be those definitions given in the City of St. Petersburg City Code, Chapter 11, Article III. For any source of sound which emits a pure tone or air impulsive sound from equipment or activities related to the Work, the sound level limit set forth above shall be reduced by 5 dB.

If mufflers cannot achieve the necessary noise reduction, noise abatement shall be accomplished by the Contractor’s installation of baffles (or other acceptable means) positioned to break line-of-sight from the noise source to affected residences and/or commercial structures.

**ARTICLE G-14 WORK DAYS**

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays, and City-designated holidays. Should the Engineer approve the Contractor’s performing work on Saturdays, Sundays, or City-designated holidays, and such work, in the Engineer’s opinion, requires City inspection, the Contractor shall pay the City the amount of Four Hundred Dollars ($400.00) per eight (8) hour day or fraction thereof for each City inspector so assigned. Should it be desired to perform regular and continuous night work, the lighting, safety and other facilities which are necessary for performing such work at night must be provided by the Contractor, at its own cost and expense.

**ARTICLE G-15 NO WAIVER OF RIGHTS**

No inspection, orders, measurements, or certificates made by the Engineer, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the City, shall operate as a waiver of the conditions of this Contract, or of any right to damages herein provided for. No waiver of one breach of the Contract shall be construed as a waiver of another breach.

Should an error be discovered in the partial or final estimates, or conclusive proofs of defective work or materials used by the Contractor be discovered after the Final Payment has been made, the City reserves the right to claim and remove by process of law such sums as may be sufficient to correct the error or make good the defect in the Work and materials.

**ARTICLE G-16 SEPARATE CONTRACTS**

The Owner reserves the right to let other Contracts or do other work by force account in connection with the Work. The Contractor shall afford such other Contractors or the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly coordinate its work with theirs.
ARTICLE G-17   COORDINATION OF THE WORK

It shall be the responsibility of the Contractor to set the pace of the Work and coordinate the Work of any and all other Contractors, Subcontractors, and private utilities working at the site. The cost associated with those efforts shall be incorporated into the various bid prices for the Contractor’s work.

This coordination shall include sufficient notifications of each of the other Contractors when they must be at the site to initiate portions of their work. These notifications should be logged by the Contractor in a construction log book.

Each Contractor shall afford other Contractors, Subcontractors and private and public utility companies reasonable opportunity for the introduction or storage of their materials and the execution of their work. Any Contractor failing to do so shall be responsible for all damages or other costs associated with delays in work precipitated by such failure. If the City is performing work with the City employees, the Contractor shall provide reasonable opportunity to the City for the introduction and storage of materials and equipment and the execution of work. The Contractor shall properly connect and coordinate its work with the work of all other forces at the site.

If any part of a Contractor’s work is preceded by the work of the City, utility companies or any other Contractor, it shall, prior to the initiation of its work, inspect such other work and report to the Engineer any defects which render it unsuitable as related to its work. Failure by any Contractor to make such inspection shall constitute its acceptance of the other work as fit and proper for the reception of its work; except as to hidden defects or defects which may develop in the other work at a later date.

The Contractor shall do all cutting, fitting, and patching of its work that may be required to properly integrate it with work performed by other forces. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering such work, and shall only cut or alter such work with the consent of the entity whose work will be affected.

ARTICLE G-18   CONFERENCES AND CORRESPONDENCE

18.1   Pre-construction Conference

As soon as practical after the execution of the Contract occurs, a Pre-construction Conference will be scheduled to receive the Contractor’s proposed construction schedule; to verify or clarify procedures for handling Shop Drawings and other submittals, to explain the procedure for processing Contractor’s pay estimate forms; and to establish a general understanding among all persons who will be engaged in the construction activities. This conference shall be attended by responsible individuals, representing the City, the Contractor and the Contractor’s Subcontractors. The City will designate the time, date and place for this conference.
18.2 Other Conferences

Contractors engaged in major street replacement may be required to attend a public meeting to discuss their construction sequence. Each Contractor shall also attend, during the course of construction, regularly held job meetings at the job site. The frequency of these regularly scheduled job meetings will be determined by the City but will not occur more often than once per week.

18.3 Correspondence to the Contractor

The business address given at the pre-construction conference shall be designated as the place where all notices, letters, and other communication shall be served, mailed to or delivered.

18.4 Correspondence to the City

The business address for correspondence to the City after the Notice to Proceed shall be determined at the pre-construction conference. Correspondence prior to the Notice to Proceed shall be mailed or delivered to the business addresses given in the Notice to Bidders.

ARTICLE G-19 CONSTRUCTION MEANS AND METHODS

Unless otherwise expressly provided in the Contract Documents, the means, methods, techniques, sequences and procedures of construction shall be as such as the Contractor may choose; subject, however, to the City’s right to reject means and methods proposed by the Contractor which will not produce the finished Work in accordance with the terms of the Contract or does not meet the highest standards of workmanship of the industry. The City may also direct means or methods more stringent than those proposed by the Contractor in the interest of alleviating hazards of the Work to persons or to property.

The approval or lack of approval by the City of the Contractor’s means or methods of construction or the City’s failure to exercise the right to reject such means and methods, shall not relieve the Contractor of its obligation to accomplish the result intended by the Contract Documents; nor shall the exercise of, or failure to exercise such right to reject, create a cause of action for damages.

The Contractor shall be responsible to the City for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.
ARTICLE G-20 CONTRACTOR’S OBLIGATION TO PERFORM

The Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. No payment, act or statement by the City or by an employee or agent of the City for the duration of the Contract shall constitute an acceptance of work not in accordance with the Contract Documents, nor shall it constitute a release of the Contractor’s obligation to perform the Work in accordance with the Contract Documents.

The Contractor agrees that work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion within the time specified. It is expressly understood and agreed by and between the Contractor and the City that based upon the Contract Price, the time for the completion of the Work is a reasonable time for the completion of the same.

By executing the Contract, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and has correlated its observations with the requirements of the Contract Documents.

Should the Contractor cause damage to any other Contractor on the Work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if it will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

ARTICLE G-21 RESPONSIBILITY OF THE CITY

21.1 Contractual Representative

The office of the Engineering & Capital Improvements Director and its designees will be the City’s sole representative during construction. In the event that the City has hired an engineering or architectural firm to provide construction-related services for this Project, the City will designate a representative during construction at the pre-construction conference.

21.2 Issuance of Change Orders and Field Orders

Through the issuance of Field Orders and punch lists, the Engineering & Capital Improvements Director shall be the final City interpreter of the requirements of the Contract Documents and the judge of the adequacy of the Work performed. The office of the Engineering & Capital Improvements Director will furnish, with reasonable promptness, such clarification, explanations or interpretations (Field Orders) of the Contract Documents as are deemed necessary, which shall be consistent with the expressed or obvious intent of the Contract Documents.
The office of the Engineering & Capital Improvements Director shall be the final judge as to the need for, the existence of, and the reasonableness of prices for extra work and deducted work.

No Field Orders or Change Orders can be issued by consultants hired by the City to provide construction-related services. These two forms can only be issued and/or executed by the authorized employees of the City.

21.3 Preparation of Additional Drawings

The City shall, if deemed necessary, furnish the Contractor further drawings as may be necessary to detail and illustrate the Work to be performed and the Contractor shall immediately conform its work to said drawings and said drawings shall become part of the Contract Documents. Such drawings may also be issued as supplementary documents to either Field Orders or Change Orders.

ARTICLE G-22 CITY’S RIGHT TO DO WORK

The City reserves the right to furnish, at any time, materials and labor and to execute work, in addition to the Work of the Contractor, as the City may desire. Further, the City reserves the right to furnish, at any time, such materials and labor, and to execute, with City forces, Work covered by this Contract at which time a Change Order deducting the Work may be prepared and properly executed.

ARTICLE G-23 CITY’S RIGHT TO STOP OR SUSPEND WORK

The City shall have the right to stop or suspend the whole or any part of the Work to be performed, when, in the opinion of the Engineering & Capital Improvements Director, the Contractor is not performing the Work in accordance with the provisions of the Contract Documents. However, this right of the City to stop the Work will not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

If it becomes apparent to the City that the Work should be suspended due to weather conditions, the City shall have the right to suspend the Work in order to protect the integrity of the Work items being suspended. In the event this occurs, the City will issue a notice of suspension to the Contractor stating the reasons for the suspension and the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed and shall be granted an increase in the Contract Time equal to the number of days of the suspension.
ARTICLE G-24  MATERIAL AND EQUIPMENT DELIVERY

Shipments of material to be used by the Contractor in the Work shall be scheduled for delivery to the site only during the regular working hours of the Contractor. If a delivery must be made during other than the normal working hours of the Contractor, its authorized agent shall be on duty to receive such material. No employees or agent of the City shall be authorized or requested to receive shipments designated for the Contractor.

ARTICLE G-25  STORAGE OF MATERIALS

25.1  Proper Storage

All materials and equipment incorporated in the Work shall at all times subsequent to shipment from the production or warehouse facilities of suppliers, and prior to their installation in final locations designated, be stored in clean, dry storage facilities acceptable to the City. Adequate storage facilities shall be maintained by the Contractor for the duration of the Project. The Contractor shall bear sole responsibility for the security of all storage facilities, and shall provide ready access to the City during all periods that construction activities are in progress, as well as at other reasonable times. Materials that are improperly stored may be rejected by the City without testing. Materials shall be placed so that inspection may be made promptly.

25.2  Use of Premises

The Contractor shall confine its equipment, apparatus, the storage of materials and the operation of its workers to the limits indicated by law, ordinances, permits, or direction of the Engineer. The Contractor shall not unreasonably encumber the premises. The Contractor shall diligently guard and protect all work and materials.

25.3  Use of Chemicals

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

ARTICLE G-26  QUALITY OF MATERIALS AND WORKMANSHIP

All materials and equipment furnished under this Contract shall be as specified or required and of a domestic origin or manufacture (unless otherwise specified). In the absence of a particular specification, materials and equipment shall be the best of their respective kinds, of a model or type currently being manufactured, of new stock, unused and not deteriorated. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
All Work contemplated and described shall be done in a good, substantial and workmanlike manner and shall be of the best quality.

ARTICLE G-27    SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL

Temporary sanitary conveniences for use of all persons employed on the Work shall be supplied and maintained by the Contractor in sufficient number, and in such places as required by the County Public Health Unit and shall be approved by the City. All persons connected with the Work shall be obliged to use them and any employees found violating these provisions shall be discharged and not again employed without written consent of the City. All necessary precautions including the care of employees, shall at all times be satisfactory to the City.

The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters. At the completion of the Work, the Contractor shall remove these temporary facilities to the satisfaction of the City.

ARTICLE G-28    SUBCONTRACTORS

28.1 Division of the Work for Contractors

Neither the Divisions and Sections of the Technical Specifications, nor the Proposal, nor the organization and designations of the Plans shall control the Contractor in dividing the Work among Subcontractors, or delineating the Work to be performed by a specific trade.

28.2 Contractor’s Responsibility for Subcontractors

Contractors shall be fully responsible for all acts and omissions of their Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. The Contractor is responsible for payment to Subcontractors pursuant to those terms and conditions of their respective agreements. When notified by the City in writing of an alleged payment deficiency of a Subcontractor, the Contractor shall respond in writing within seven (7) days, with concurrence of non-payment to a Subcontractor, or the reason(s) why payment has not been rendered. Failure to respond will be reason for the City to withhold partial or Final Payment.

28.3 City’s Responsibility to Subcontractors and Material Suppliers

The City may furnish, at the City’s discretion, upon written request from any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account for specific work performed. The City may also furnish, upon request, a copy of the Contractor’s Public Construction Bond or alternate form of security.
When placed on notice, by a Subcontractor, of a Contractor’s failure to pay the Subcontractor for work performed and paid for by the City, the City shall give notice to the Contractor and the Bonding Company, requesting a written explanation to include amounts paid to date.

28.4 Agreement With Subcontractors

It is recommended that all work performed for the Contractor by a Subcontractor be performed pursuant to an appropriate agreement between the Contractor and the Subcontractor, which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City. Said agreement should preserve and protect the rights of the City under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and should allow the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the City. The Contractor should include all required labor provisions in its agreements with Subcontractors. Where appropriate, the Contractor should require each Subcontractor to enter into similar agreements with its Subcontractors.

When a Subcontractor is not paid by the Contractor, for work performed and paid for by the City, it is the Subcontractor’s responsibility to notify the City in writing, with a copy to the Bonding Company, the amounts due, the work performed, and the payment terms of the Contractor-Subcontractor agreement that have been violated. The Contractor should 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 and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor should similarly make copies of such documents available to its Subcontractors.

ARTICLE G-29 CONTRACTOR’S EMPLOYEES

The Contractor shall employ a qualified resident Superintendent and only competent and skillful personnel to do the Work. In the event the City notifies the Contractor in writing that any person employed to perform work at the site is, in the opinion of the City, disobedient, intemperate, incompetent, disorderly or otherwise unsatisfactory, the Contractor, on receiving such notice, shall immediately dismiss such person and shall not again employ that person on any part of the Work without the written consent of the City.

ARTICLE G-30 CONTRACTOR TO BE REPRESENTED

30.1 Office Supervision

The Contractor shall devote the office attention necessary to ensure the timely submission of Shop Drawings and Samples of materials.
The Contractor shall devote the office attention necessary to ensure that materials are ordered with sufficient lead time to have them available at the site when needed to ensure that the Work progresses according to the progress schedule and in accordance with the Contract Documents.

The Contractor shall further devote the office attention necessary to the Work to ensure that sufficient and properly skilled manpower is available and utilized at the site continuously to ensure that the Work progresses according to the progress schedule and in accordance with the Contract Documents.

30.2 Field Supervision

The Contractor shall designate and keep on site at all times during the Work, a competent resident Superintendent, employed by the Contractor. Such designation shall be made at the pre-construction conference and shall include pertinent date as to address, phone numbers, etc. where said Superintendent may be contacted at any time of the day or night.

The Superintendent shall not be replaced without written notice and approval by the City except under extraordinary circumstances. Upon approval by the City of such change, all pertinent data (as stated previously in this section) shall be given by the Contractor to the City regarding the replacement.

The Superintendent will be the Contractor’s representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

ARTICLE G-31 TESTS AND INSPECTIONS

31.1 Tests of Materials

The Contractor shall give the City timely notice of readiness of the Work for all inspections, tests, concurrence and acceptance for which the City’s presence is mandated by the Contract Documents.

If any Work required to be tested or inspected, is covered contrary to the written directive of the Engineer, it shall, if requested by the City, be uncovered for observation and recovered at the Contractor’s expense.

If a law, ordinance, rule, regulation, code or order of a public body having jurisdiction requires Work (or some part) to specifically be inspected, tested or approved, the Contractor shall have sole responsibility to ensure such inspection is performed by approved organizations and pay all costs for inspection.

In the event that the results of a test observed by the City indicates that the materials, equipment and/or workmanship, failed to demonstrate adequacy or reasonable expectation of the necessary function, the Contractor shall immediately undertake corrective action.
Upon completion of corrective action, the Contractor shall re-test in the presence of the City. This procedure shall be repeated as often as necessary, until all facilities constructed under this Contract have successfully demonstrated their ability to perform the functions for which they were designed and installed.

The Contractor shall furnish without cost to the City, manufacturers’ certificates of conformity of materials to the Specifications as may be required by the Engineer.

The City may, at random, select samples of materials from the job in order to have same tested by a laboratory selected by the City, at the City’s expense. If samples selected by the City do not conform to the Specifications, the entire lot from which the samples were taken will be rejected. All samples will be collected by the Engineer or its representative and shall be furnished by the Contractor without cost to the City. The City will be responsible for the cost of making all such tests, at no charge to the Contractor. All re-test of materials, including density tests and bacteriological tests, will be at the expense of the Contractor.

31.2 Inspections

Neither observations, nor tests, nor inspections by authorities so empowered, or approvals by the City or others so empowered, shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

31.3 Defective Work

When ordered by the Engineer, the Contractor shall promptly, either correct all defective work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective work.

If the Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work as required by the City, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the City may correct and remedy any such deficiency. The 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.

The expense so charged will be deducted and paid out of such moneys as are or may become due under this Agreement; or, if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by its Surety. In exercising the rights and remedies under this paragraph the City shall proceed expeditiously.
To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor’s services related thereto, take possession of the Contractor’s tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere.

The Contractor shall allow the City, the City’s representatives, agents and employees such access to the site as may be necessary to enable them to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the City exercising such rights and remedies will be charged against the Contractor in an amount approved as to reasonableness by the Engineer, and a Change Order will be issued incorporating the necessary revisions to the Contract Documents with respect to the Work. The City shall be entitled to an appropriate decrease in the Contract Price and if parties are unable to agree as to the amount thereof, the City may make a claim. The 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.

ARTICLE G-32 UNCOVERING OF WORK

32.1 Uncovering Work Requiring Prior Inspection

If any portion of the Work should be covered contrary to the prior request of the City or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City, be uncovered for observation and shall be replaced at the Contractor’s expense.

32.2 Uncovering Work Not Requiring Prior Inspection

If any portion of the Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it can be proven to the City that this condition was caused by the City or a separate contractor in which event the City or the separate contractor shall be responsible for the payment of such costs.
ARTICLE G-33  UNFORESEEN SUBSURFACE CONDITIONS

Requests by the Contractor for additional compensation relating to unforeseen subsurface conditions shall be limited to those differing materially from the Contract Documents and other reports, information and data made available to the Contractor by the City or which can be judged as being reasonably foreseeable by the Contractor. However, the Contractor shall notify the City within 24 hours upon encountering any unforeseen subsurface conditions and shall have the written approval of the City prior to the execution of any such work.

ARTICLE G-34  SUBSTITUTIONS DURING CONSTRUCTION

Subsequent to the signing of the Contract and by reason of conditions of availability, time of delivery or other element of supply, the Contractor may offer substitutions for the standards stipulated in the Contract. The decision to accept any such offer of substitution shall however lie solely with the City who will not only consider availability and time of delivery, but will also consider the aesthetic value of the proposed substitution, general differences in the knowledge of the product, the quality, efficiency, history of performance, operating costs, and also any architectural, engineering, inspection, testing or administrative expenses. Any adjustments in Contract Price and/or Contract Time shall be executed by appropriate Change Order. It shall be the intent herein that savings in cost which result from substitution subsequent to the signing of the Contract shall accrue in major part to the advantage of the City.

ARTICLE G-35  CHANGES IN THE WORK

35.1  City Right to Request Change Orders

The City may, without invalidating the Contract, order the Contractor to perform changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such changes in the Work must be authorized by a Change Order and shall be performed under the applicable conditions of the Contract Documents. A Change Order may also be issued by the City for a change in Contract Price or for the substitution of items of work at no net change to the Contract Price. In such an event, the Change Order shall contain the values of the Work items being substituted.

35.2  Recognition of Extra Work

Claims for extra compensation by the Contractor shall not be recognized and shall not be valid unless the Contractor has in its possession prior to the Work being performed, a properly executed Change Order or written Notice to Proceed with extra work. In the event the Contractor fails to obtain a written Notice to Proceed prior to the said work being performed, the City will not be obliged to receive after-the-fact requests from Contractors for extra compensation and the said work shall be considered to have been performed within the scope of the Contract Documents and performed at no cost to the City.
35.3 Determining Change Order Prices

The following methods shall be used to determine the price of Change Order items:

A. If the Change Order involves a less than twenty-five percent (25%) change in quantities of unit price items listed on the original Bid Proposal, the prices for deductions or extra work involving these items must be at the unit price quoted by the Contractor on its original Bid Proposal.

B. If the Change Order involves a greater than twenty-five percent (25%) change in quantities of unit price items found on the original Bid Proposal and the quantities are so changed in a proposed Change Order that the application of the originally bid prices will cause substantial inequity to the City or to the Contractor, the applicable unit prices may be equitably adjusted. Any such adjustments must however, be made prior to the Work being performed.

C. If the Change Order involves items not listed on the original Bid Proposal, the Contractor must present the City with price quotes for the proposed Change Order items, on the basis of the cost of the Work plus a fee for overhead and profit. These quotes may be requested by the City either in terms of unit prices or as lump sum prices. The City retains the right to request and negotiate itemized pricing details for labor, mark-ups and fees as required to reach an agreement.

35.4 Disputes Regarding Change Order Prices

In the event that no agreement as to price can be arranged between the City and the Contractor for either extra work or for work to be deleted, the Engineer may, utilizing recognized cost data guidelines as a basis, determine and set a fair price for the Work and materials at issue. The Engineer’s decision shall be final and binding upon all parties so concerned. If a Contractor does not agree with the determination of the Engineer, the Contractor shall immediately proceed with the Work, but may do so under written protest. In the event this occurs, the provisions of the Contract Standards Article entitled CLAIMS AND DISPUTES shall apply.

35.5 Contractor’s Right to Request Change Orders

If the Contractor wishes to make a claim for an increase in the Contract Price due to events outside its control, it shall give the City written notice thereof within five (5) days of the event giving rise to the Contractor’s claim. No such claim shall be valid unless so made. Any change in the Contract Price resulting from such claim shall only be authorized by a properly executed Change Order.

If the Contractor elects to initiate a request for a Change Order, it is cautioned that no work relating to the request may be performed prior to issuance of a written Notice to Proceed. No oral communications, whether offered directly as confirmation of previous discussions or as hearsay will be acceptable with the exception of emergency work as outlined in Paragraph 35.7 below.
35.6 Monetary Compensation for Delays

Requests for additional monetary compensation due to delays by the City, other Contractors working at the site, private utility companies, and unforeseen conditions, will not be considered by the City, including extended or unabsorbed home office overhead, adverse business or operational impacts, or field-related overhead not included in the lump sum or unit prices bid.

35.7 Unauthorized Work/Emergency Work

Additional work performed without a properly executed Change Order or written Notice to Proceed will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of clear and present emergency where the work must be performed immediately. However, in the case of a present emergency, the Contractor shall obtain approval from the Engineering & Capital Improvements Director or the Engineer’s designee prior to executing the Work.

35.8 Preparation of Change Orders

The Engineer is authorized to approve Change Orders for the City. If the exact scope of work for the proposed Change Order can be delineated and all prices are agreed to between the Contractor and the City, the scope and price are both to be entered on the Change Order form. When so completed and signed by both parties, the signed Change Order gives the Contractor immediate approval to proceed with the proposed work items.

If the scope of the proposed work can be delineated but the price cannot be agreed immediately, a Notice to Proceed may be issued by the Engineer describing the proposed work items and requesting a written proposal from the Contractor. In this case, the Contractor may proceed with the Work until the requested proposal is received by the City from the Contractor and is approved by the City through the issuance of a Change Order authorizing the Contractor to proceed with the Work.

If a Change Order involves an increase or decrease in the Contract Time, the Change Order may also be utilized to grant changes in the Contract Time and completion date if it can be shown that the critical path of construction has been altered by the Work covered by the Change Order.

35.9 Changes in Contract Time

The Contract Time may only be extended by a Change Order. The Contractor shall notify the Engineer in writing of any request for a time extension within five (5) calendar days of each occurrence. An increase in the Contract Time of performance may be granted by the City if the Contractor demonstrates to the satisfaction of the Engineer that:

1. The delayed activity is critical relative to the Contract completion date.
2. A delay in the Contract completion is unavoidable by the Contractor.
In general, if the above conditions are met, additional time may be granted for the following reasons:

1. Extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the date of the Agreement.

2. Labor disputes or strikes not the fault of the Contractor.

3. Change in scope of the Contract.

The determination made by the Engineer on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor or its material men, manufacturers, and dealers to submit or furnish approved Shop Drawings, materials, fixtures, equipment, appliances, or other material or required submittals on time or failure of Subcontractors to perform their work shall not constitute a basis for extension of time. Delays caused by the Contractor’s failure to manage, coordinate, or organize the Work, or evaluate the site conditions shall not constitute a basis for extension of time.

ARTICLE G-36  SHOP DRAWINGS AND SUBMITTALS

36.1 Shop Drawings – General

The Contractor shall submit a list to the City showing manufacturers and equipment suppliers it proposes to use.

Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, may be considered only as supportive to required Shop Drawings as defined above.

Shop Drawings shall be checked and coordinated with the Work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Shop Drawings submitted without this stamp of approval shall be returned to the Contractor for resubmission.

Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Number and title of the drawing;
2. Date of drawing or revision;
3. City Project name and Project number;
4. Name of Contractor and Subcontractor submitting drawing;
5. Clear identification of contents and location of the Work;
6. Specification section title and number;
7. Shop Drawing submittal number.

If Shop Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in its letter of transmittal. If acceptable, proper adjustment in the Contract Price may be implemented where appropriate. If the Contractor fails to describe such variations, it shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents, even though such Shop Drawings have been reviewed.

Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer’s representative and service company so that service and/or spare parts can be readily obtained.

Only the Engineer will utilize the color “red” in marking Shop Drawing submittals.

36.2 Requirements

The Contractor shall submit to the Engineer for review and approval, such Shop Drawings, test reports and data on materials and equipment (hereinafter in this Article called data), and material Samples (hereinafter in this Article 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 on the Plans.

Within thirty (30) calendar days after the effective date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way, expressed or implied, relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure shall precede submittal review of Shop Drawings.

Shop drawings shall be transmitted by a letter of transmittal. The letter of transmittal shall list the following information for each Shop Drawing submitted:

1. City Project name and number,
2. Number and title of Shop Drawing,
3. Name of manufacturer or fabricator,
4. Submittal number as described below,
5. Statement if Shop Drawing deviates from the requirements of the Plans or Specifications.

Sequential page numbers shall be provided on Shop Drawing pages, relating each page to the submitted number, as follows:

- The first page of the first item of the first transmittal shall carry the number 1.1-1. The prefix number 1 indicates an item covered in the first letter of transmittal. The suffix .1 (decimal one) indicates the first item in the list, and the -1 (dash one) indicates the first page of the data covering item number one.

- Each particular separate item in the first transmittal package (for example, pipe, valves, fittings) should receive an individual Shop Drawing number (1.1, 1.2, 1.3, etc.). If the first item is shown on four different pages, they should be numbered as follows: 1.1-1, 1.1-2, 1.1-3, and 1.1-4.

- The first page of the first item submitted with the second Letter of Transmittal should carry the number 2.1-1.

Re-submittals should be indicated by following the above method with the inclusion of “R” and a sequential re-submittal number, for example 1.1R1, and 1.1R2 indicating the first and second re-submittal; the first page being 1.1R1-1, or 1.1R2-1, etc.

The Contractor shall maintain an accurate updated Shop Drawing submittal log and shall submit it with monthly pay requests. This log shall include the following items:

1. Submittal description and number assigned;
2. Date to Engineer;
3. Date received by Contractor;
4. Status of submittal (approved/resubmit/rejected);
5. Date of re-submittal and return (as applicable);
6. Date material released (for fabrication), as applicable;
7. Projected date of delivery to site;

The Contractor shall designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings will be needed.

36.3 Contractor’s Responsibility

Shop Drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. Failure of the Contractor to indicate such deviations shall make Contractor liable for not complying with Plans and Specifications.
Prior to preparation of Shop Drawings, the Contractor shall determine and verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformity with the Plans and Specifications.

The Contractor shall furnish the Engineer, if required, a schedule of Shop Drawing submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

The Contractor shall not begin any of the Work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to it approved, by the Engineer.

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 the Work prior to the completion of the review by the City of the necessary Shop Drawings.

The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than fourteen (14) calendar days for checking and appropriate action from the time the Engineer receives them.

The Contractor shall submit eight (8) copies of Shop Drawings complete with descriptive or product data. The Engineer will retain six (6) sets and return two (2) to the Contractor. All blueprint Shop Drawings may be submitted with one (1) set of reproducibles and one (1) set of prints or the required quantity of prints. The Engineer will review the Shop Drawings and return to the Contractor one (1) set of marked-up sepias or two (2) sets of marked-up prints with appropriate review comments.

36.4 Engineer’s Review of Shop Drawings

The Engineer’s review of Shop Drawings, data, and Samples submitted by the Contractor will cover only general conformity to the Specifications, and physical condition which affect the installation.

The review and approval of Shop Drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements;
2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
If the Shop Drawings as submitted describe variations, and show a departure from the Contract Document requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Time, the City may return the reviewed Shop Drawings without noting an exception.

When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings noted “Not Acceptable” or “Revise and Resubmit” and with required corrections shown will be returned to the Contractor for the necessary revisions and re-submittal.

No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered “rejected” until resubmitted.

Re-submittals will be handled in the same manner as first submittals. On re-submittals, the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make corrections required by the Engineer.

If the Contractor considers any correction indicated on the Shop Drawings to constitute a change to the Plans or Specifications, the Contractor shall give written notice thereof to the Engineer.

The Engineer will review a submittal/re-submittal a maximum of two (2) times after which the cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer’s charges to the City under the terms of the Design Professional agreement with the City, and also all of the City’s costs.

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.

**ARTICLE G-37  CHANGES IN SHIPPED MATERIAL**

37.1  **Materials Requiring Submittal Approval Prior to Shipment**

If, after the execution of the Contract, the City initiates a Change Order eliminating material or equipment for which approval has been given under Shop Drawing procedures, the Contractor may claim invoiced costs of that material or equipment if:

1. Materials and equipment have been ordered and are in transit or are stored at the Project site or other authorized place and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim may not exceed the cost bid for “materials” on the Contractor’s Proposal for that item.
2. If the item can be restocked, the Contractor may claim reasonable costs for freight, storage, and restocking, but may not claim labor costs.

In the event such an event occurs involving materials and/or equipment in transit or in storage at the Contractor’s risk (i.e. – Shop Drawing submittal approval was not obtained by the Contractor through the complete and successful Shop Drawings and/or sample submittal procedures where required by the Contract Documents), the City will have the option to pay for such materials and/or equipment, thereby taking ownership, or of rejecting the claim. If the City rejects the Contractor’s claim, the Contractor shall be fully and solely liable for costs and final disposition of the materials and/or equipment involved.

37.2 Materials Not Requiring Submittal Approval Prior to Shipment

If, after the execution of the Contract, the City initiates a Change Order eliminating material or equipment for which Shop Drawing submittal and approval are not required by the City, the Contractor may claim invoiced costs of that material or equipment if:

1. Materials and equipment have been ordered and are in transit or are stored at the project site and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim cannot exceed the cost bid for material on the Contractor’s Proposal for that item. Materials or equipment paid for in this way shall become the property of the City;

2. If the item can be restocked, the Contractor may claim reasonable costs for freight storage and restocking, but may not claim labor costs.

ARTICLE G-38 WORK IN INCLEMENT WEATHER

No work shall be done when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor, upon the direction of the Engineer, shall suspend all work indefinitely. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor at no cost to the City.

The Engineering & Capital Improvements Director shall have the authority to suspend work wholly or in part, for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other similar conditions considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to the failure on the part of the Contractor to perform any or all provisions of the Contract. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall, at its own cost, take every precaution to prevent damage or deterioration of the Work performed and provide suitable temporary structures where necessary.
ARTICLE G-39 QUANTITIES OF WORK

39.1 Unit Price Items

For unit price items, the quantities listed on the Proposal form are to be considered as approximate and are to be used for the comparison of Bids only. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities of work to be performed and materials to be furnished may each be increased or diminished as provided herein without in any way invalidating the unit bid prices for those items.

Payments for unit price items will be made to the Contractor only for actual quantities of Work performed or materials furnished in accordance with the Plans and Specifications except that the Contractor may not exceed the unit quantities shown on the Bid Proposal without prior approval of the City. Even if it is determined by the Contractor that additional unit priced quantities (above and beyond the Proposal form quantity) are required to meet Plan dimensions, the Contractor shall not exceed the Bid Proposal quantities without prior approval of the City. Quantities above and beyond the Bid Proposal quantity placed without prior approval of the City will not be paid by the City.

39.2 Lump Sum Items

For lump sum payment items, payment shall not exceed the amount bid by the Contractor on its Bid Proposal. The Work, materials and equipment to be included in the lump sum bid price shall include all items necessary to produce a complete and properly functioning system, as intended. This shall include all connections, controls, wiring, supply lines, drain lines, etc., required to render the lump sum bid item functional as intended and able to pass all applicable codes, tests, and required inspections.

Partial payments to the Contractor for Work performed under lump sum items shall be based upon a schedule of values prepared by the Contractor and submitted within thirty (30) days of Notice of Award and approved by the City which shall apportion the lump sum price to the major components entering into or forming a part of the Work under the lump sum price.

ARTICLE G-40 AS-BUILT DRAWINGS

The Contractor shall keep and maintain one set of blueline prints, As-Built Drawings, in good order and legible condition to be continuously marked-up at the job site. The Contractor shall mark and annotate neatly and clearly all Project conditions, locations, configurations and any other changes or deviations which may vary from the details represented on the original Contract Plans, including revisions made necessary by Addenda, Shop Drawings and Change Orders during the construction process. The Contractor shall record the horizontal and vertical locations, in the plan and profile, of all buried utilities that differ from the locations indicated or which were not indicated on the Contract Plans, and buried (or concealed) construction and utility features which are revealed during the construction period.
The As-Built Drawings shall be available for inspection by the Engineer at all times during the progress of the Project.

The As-Built Drawings shall be reviewed by the City Inspector for accuracy and compliance with the requirements of “As-Built Drawings” prior to submittal of the monthly pay requests. The pay requests shall be rejected if the marked-up blueline prints do not conform to the “As-Built Drawings” requirements. As-Built Drawings shall be submitted to the City Inspector for approval upon completion of the Project and prior to acceptance of the final pay request.

Prior to placing new potable water mains in service, the Contractor shall provide the Engineer intersection drawings, as specified, for the water mains.

The City’s acceptance of the “As-Built Drawings” does not relieve the Contractor of the sole responsibility for the accuracy and completeness of the As-Built Drawings.

ARTICLE G-41  OPERATION AND MAINTENANCE MANUALS

The Contractor shall compile manufacturer’s operation and maintenance instructions for all equipment furnished by it under this Contract. As applicable for each category and item of equipment, information supplied shall include at least the information as may be unique and pertinent to a specific item for purposes of ensuring clarity and understanding of all normal operating and maintenance procedures and requirements.

All instruction information shall be submitted as a complete set, assembled into a three-ring loose-leaf binder organized and indexed in the order of appearance in these Specifications. When instructions are applicable to a single unit assigned a Tag Number or other identification designation specified or shown on the Plans, the identification designation shall appear on the instruction. In cases where multiples of identical equipment (e.g. – pumps, valves, filters, blowers, and similar like components) are covered by the same instructions, do not duplicate information; instead, list the identity designations for which instructions are common on the information sheets. If more than one binder is necessary for a set, overall information shall be divided into logical divisions, and each binder shall contain a table of contents specific to that binder. Additionally, each binder shall contain an overall table of contents to ensure that the reader is informed whether the binder in hand is all-inclusive, or only part of a series.

In all cases, information shall plainly identify all precautions, procedures, adjustments, and other actions on the part of the ultimate user that affect continuity of warranty coverage. The City will be responsible for the adequacy of maintenance subsequent to acceptance of each component of the facility, if the information supplied by the Contractor covers all requirements.
In the event of equipment failure attributable to improper or inadequate operation and/or maintenance acts on the part of the City, which in turn can be attributable to erroneous, inappropriate, or incomplete information furnished by the Contractor, the Contractor shall be solely responsible for prompt repair or replacement, including all costs for replacement parts or equipment, all transportation, and all labor. In such an event, the Contractor shall, in addition, procure and furnish appropriately corrected or supplementary operation and maintenance instruction to ensure against subsequent failure of equipment attributable to the same cause.

The first sheet of each section shall list the following information appropriate for each item (or multiples) for which all sheets immediately following apply:

A. Manufacturer’s name, address, and telephone number;
B. Manufacturer’s local distributor’s or representative’s name, address, and telephone number;
C. The year of purchase, also, if different, the year of manufacture of the equipment;
D. Equipment model and serial number(s). Include sub-listing for all assembly components (e.g. pumps, motors, variable speed devices, and other appurtenances).

The Contractor’s Final Payment request will be processed only after it has delivered four (4) complete operation and maintenance manuals to the Engineer, as specified and approved by the Engineer.

ARTICLE G-42  CLEAN UP

As the Work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from its Work at an approved disposal site. Particular attention shall be given to minimizing any fire and safety hazard from materials or other combustible as may be used in connection with the Work, which shall be removed daily.

Any buildings included in the Contract shall be kept free from waste material at all times. Before completion of the Work, the Contractor shall thoroughly clean out all chambers, tanks, pits, vaults, channels, drains, pipe lines, conduits manholes, and miscellaneous appurtenant structures.

Before the final estimate will be paid, the Contractor shall tear down and remove all temporary structures built by the Contractor.
The Contractor shall be responsible for the final cleaning of floors, walls, glass, doors, windows and all other surfaces of structures, equipment and fixtures which have been affected by its work. The Contractor shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work.

**ARTICLE G-43  PRE-FINAL INSPECTION**

43.1 **Scheduling**

When the Contractor believes that the Work is sufficiently near completion (at least 98% complete in terms of the total cost of all the Work), the Contractor may request the City Inspector to schedule a pre-final inspection. If it is determined by the City that the Work is sufficiently complete to warrant a pre-final inspection, such inspection shall be made by the City. Upon completion of the inspection, the City will provide the Contractor with a courtesy punch list identifying those items found to be incomplete or unacceptable. The punch list issued shall, however, not be considered to be complete or all inclusive of all remaining items of Work to be completed by the Contractor.

43.2 **Correction of Punch List Items**

Upon receipt of the courtesy punch list from the City Inspector of Work items to be completed or corrected prior to final inspection, the Contractor shall immediately make such corrections and do such things as are necessary to fulfill all requirements. When the Contractor believes that it has satisfactorily completed all items on the list, it shall so notify the City Inspector to review the completed Work items.

**ARTICLE G-44  FINAL INSPECTION**

Completion of the Work of this Contract is defined as that stage when all structures, equipment and facilities supplied, installed, modified or constructed under the Contract, together with all appurtenances, are tested and ready to be placed in continuous, satisfactory operation by the City in the manner intended and shall include the clean-up of all areas of the site of the Contractor’s debris and other evidences of the Contractor’s activity.

When the Work has been entirely completed and the final clean-up has been performed, the City will schedule a final inspection of the Work by the Engineer. The Work shall pass the Engineer’s final inspection before it will be accepted by the City and before Final Payment may be requested. At the final inspection by the Engineer, the final punch list (which may exclude administrative items) will be prepared and delivered to the Contractor stating the Work items which shall be completed within a specified time period before the City will make Final Payment.
ARTICLE G-45    PAYMENTS

45.1 Partial Payment

The City will pay the Contractor the Contract Price as provided in this Agreement.

The City will make partial payments monthly as the Work proceeds, on estimates approved by the Engineer. The second and subsequent monthly payment requests shall be accompanied by a release of lien signed by Subcontractors and/or material suppliers. Copies of the payment request and the release of liens shall be filed with the City and shall be validated prior to payment approval. The Contractor shall furnish a breakdown for each category of the Work, in such detail as requested, to provide a basis for determining partial payments. In the preparation of estimates the Engineering & Capital Improvements Director may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than site may also be taken into consideration if:

A. Consideration is specifically authorized by this Contract; and

B. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

In making these partial payments, there shall be retained ten percent (10%) of the estimated amount until Final Completion and acceptance of Work for those Projects whose completion time is six (6) months or less. For Projects whose completion time is six (6) months or more, there shall be retained ten percent (10%) of the estimated amount until the Work reaches fifty percent (50%) completion. The Engineering & Capital Improvements Director shall retain an amount that the City considers adequate protection of the City and may release to the Contractor all or a portion of any excess amount. Also, on completion and acceptance of each separate building, public work, or other division of the Contract, for which the price is stated separately in the Contract, payment may be made for the completed Work without retention of a percentage.

The Owner will make payment to the Contractor not later than 15 days after Owner approval of an estimate of the Work performed by the Contractor. Partial payments will not be made more often than monthly.

It shall be the Contractor’s responsibility at all times to monitor the total constructed quantities of all unit-priced Work and to promptly bring to the attention of the Engineer any Work which, if performed will approach, equal or exceed the total estimated quantity for the item(s) shown in the Proposal. Any Work performed by the Contractor in excess of the estimated quantity, without permission from the Engineer, may be done at the Contractor’s expense.

Monthly payment requests may include the submittal of As-Built drawings in accordance with the Article titled AS-BUILT DRAWINGS of the General Conditions.
45.2 Payment for Materials Stored On- and Off-Site

In general, the City will not pay for materials stored on- or off-site, unless the Technical Specifications specifically stipulate that payment will be made for the materials before being incorporated into the Work and that the conditions established herein have been met.

A. Payment for Materials Stored Off-Site
The City, if stipulated in the Technical Specifications, will consider providing payment for materials or equipment stored off-site provided the following conditions are met:

1. The material or equipment is in conformity with approved Shop Drawings and has been inspected by the Engineer;

2. The material or equipment is to be specifically manufactured for the Project and cannot be readily utilized or diverted to another project;

3. The fabrication period is greater than six months;

4. The storage of materials or equipment shall meet the Owner’s requirements for security, bonding, licensing, and title;

5. The Owner reserves the right to make payment on a progress or total basis of up to 75% of the invoice amount, to be paid in full or monthly installments;

6. The Contractor shall furnish evidence that materials or equipment, suitably stored and paid by the City, has been paid in full and that the Contractor has good title to the materials or equipment, free of liens, claims, or encumbrances. This proof shall be submitted to the City within thirty (30) days of receipt of payment by the City for the materials or equipment;

7. The Contractor shall furnish a breakdown of labor and material at the time of submittal of schedule of values.

B. Payment for Materials Delivered On-Site
The City, if stipulated in the Technical Specifications, will consider payment for special materials delivered to the site, at the rate of 75% of the invoice cost, provided such materials have been inspected and found to meet the Specifications. Said materials shall meet the applicable conditions as specified for payment for materials stored off-site. The balance of such invoice value will be paid when such materials incorporated into them become part of the Project.
45.3 The City’s Right to Decline, Reduce or Delay Payments

The City may, with prior notice to the Contractor, decline, reduce, or delay the processing of payment requests or (because of subsequently discovered evidence or subsequent observations), may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the City’s opinion to protect the City from loss because of one or more of the following conditions:

A. Defective or damaged Work not being expediently remedied;
B. Third party claims filed or evidence indicating probable filing of such claims;
C. Failure of the Contractor to promptly pay Subcontractors for labor or materials;
D. Evidence that the Work cannot be completed for the unpaid balance of the Contract;
E. Damage to the City or another Contractor;
F. Persistent failure to carry out the Work in accordance with the Contract Documents;
G. Persistent failure to comply with orders of the City;
H. Evidence that liquidated damages will be assessed the Contractor, and/or;
I. Failure of the Contractor to accelerate its Work to get back on schedule.

When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

45.4 Final Payment

After the Contractor has completed all Work and made all final inspection punch list corrections to the satisfaction of the Engineer, and delivered all operation and maintenance instructions, schedules, guarantees, warrantees, bonds, test results, as-built drawings, operations and maintenance manuals, records, occupancy permits, sworn affidavits, final release of lien(s), and Consent of Final Payment from the Surety company; and has submitted all other documents as required by the Contract Documents, it may make application for Final Payment.

Upon completion and submittal of such, the unpaid balance of the Contract will be paid to the Contractor within thirty (30) days of the date of the Engineer’s approval.
There exists the possibility in a unit price contract that the quantities of Work listed on a partial contract payment may vary from the actual quantities of Work performed, but the Final Payment estimate for the Contract shall reflect fully and accurately the total quantities of Work actually performed. The Engineer will request from the Contractor a statement that shall bring to the attention of the Engineer any discrepancies that may exist between quantities computed by the Contractor and those being listed on the final estimate for payment.

The making and acceptance of Final Payments shall constitute:

A. A waiver of all claims by the Owner against the Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the Owner of any rights in respect of the Contractor’s continuing obligations under the Contract Documents.

B. A waiver of all claims by the Contractor against the Owner.

**ARTICLE G-46  GUARANTEE PERIOD**

The Contractor shall unconditionally guarantee together with its Surety all materials and workmanship incorporated in this Contract for a period of one year from the date of Final Acceptance. The Contractor shall submit a notarized affidavit attesting to such guarantee period prior to Final Payment. Should defects develop within the guarantee period, the Contractor shall, upon written notice of same, promptly remedy the defects and reimburse the City for all damage to other Work if caused by the defects or caused by correcting defects of the Work.

If the Contractor, after due notice, shall refuse or neglect to make good the defects as notified to the satisfaction of the City, then the City may and is empowered to proceed in the manner prescribed in the event of abandonment or forfeiture of the Work by the Contractor. The payment of claims for material and labor and other expenses shall be prerequisite to the termination of the guarantee period and to the release of the Sureties on the Contract Bonds.

All representations and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Contract. This guarantee shall be exclusive of any manufacturer’s guarantees or warranties exceeding this period.
ARTICLE G-47 LIENS

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. The Contractor shall furnish an affidavit that so far as it has knowledge or information, the releases and receipts include all the labor and materials for which a lien could be filed. The Contractor may, if the Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify the City against loss due to any such lien or liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund the Owner all moneys that the latter may be compelled to pay in discharging such liens, including all costs and attorney’s fees.

ARTICLE G-48 CLAIMS AND DISPUTES

48.1 Initial Referral to the Engineer

Claims, disputes and other matters relating to the acceptability of the Work, fair price determinations made by the Engineer, or interpretations by the City of the Contract Documents pertaining to the execution and progress of the Work, shall be referred to the Engineer within ten (10) days in writing by certified mail, with a request for a formal decision in accordance with this section, which the Engineer will render in writing within a reasonable time.

Written notices of each claim, dispute or other matter shall be delivered by the claimant to the Engineer within ten (10) days of the occurrence of the event giving use thereto, and written supporting data shall be submitted to the Engineer within fifteen (15) days of such occurrence, unless the Engineer grants an extension of time for a specific purpose. It is a requirement of these provisions that all submitted supporting data relating to prices for Work shall be based upon recognized cost data guidelines. In its capacity as interpreter and judge of the submitted information, the Engineer will not show partiality and will not be liable for any consequences attributable to an interpretation or decision rendered in good faith in such capacity.

The Contractor may not delay the performance of Work required by the issuance of Field Orders and shall carry on the other work and maintain the overall progress of the construction schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and the City may jointly otherwise agree to in writing.

48.2 Protesting the Engineer’s Decision

In the event the Contractor refuses to accept the Engineer’s decision concerning any dispute, the Contractor shall, within five days of the date of the Engineer’s decision, submit a letter of protest to the Engineer, delineating the areas of the decision under protest. However, any such protest has no bearing on any Work requirements arising out of the Engineer’s decision in that the Contractor must immediately perform the Work required in the decision so as to not hold up the progress of the Work at the Project.
Where a protest has been received from a Contractor, the Engineer will schedule an informal hearing to be held at a designated City office where the affected parties will meet to discuss and resolve the items under protest. If the item(s) under protest or dispute is not resolved at this informal meeting, and the Contractor is made aware of no appellate procedure thereafter, the Contractor is entitled to litigate the matter for resolution.

ARTICLE G-49   TERMINATION OF THE CONTRACT

49.1 Reasons for Termination

The City may terminate the Contract upon the occurrence of any one or more of the following conditions:

A. If the Contractor repeatedly fails to supply sufficient skilled workers as directed by the City or suitable materials or equipment;

B. If the Contractor disregards laws, codes, ordinances, rules, regulations or orders of any public body having jurisdiction pertinent to the performance of the Work,

C. If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

D. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

E. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

F. If Contractor makes a general assignment for the benefit of creditors;

G. If a trustee, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property for the benefit of Contractor’s creditors.
H. Upon seven days’ written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

49.2 Settlement of Payment

If the City is permanently prohibited or enjoined from proceeding with the Work herein contemplated, the City may terminate this Contract and pay the Contractor a sum equal to all expenses legitimately incurred by it in connection with this Work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Contractor. The sum thus computed shall be paid to the Contractor within thirty (30) days after the City shall have terminated this Contract and the payment of said sum shall be payment in full of any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The following section addresses additional instructions to bidders in compliance with FDOT Standard Bidding and Award Procedures. In cases where this section and the standard Contract Standards Instruction to Bidders do not agree, this section, the Supplemental Instructions to Bidders will govern.

SIB-1 Applicable SBE Percentage

Article I-14 Small Business Enterprise Program; Sub Article 14.4 Participation by SBE Contractors and Subcontractors; fourth line Delete “SBE:______%” and Replace with “SBE: 0 %”;
SUPPLEMENTAL EXECUTION OF THE CONTRACT

In cases where this Supplemental Execution of the Contract and the standard Contract Standards Execution of the Contract do not agree, this Supplemental Execution of the Contract Will Govern.

SEC-1 Article E-2, 2.3- Worker’s Compensation

Article E-2- Insurance and Indemnification, Sub Article 2.3 Worker's Compensation; Employers Liability, Voluntary Compensation, and U.S. Longshoremen’s and Harbor Worker’s Act __IS__ applicable for this project.

SEC-1 Article E-2, 2.6- Builder’s Risk Insurance

Article E-2- Insurance and Indemnification, Sub Article 2.6 Builder's Risk Insurance; Builder’s Risk Insurance __IS NOT_____ applicable for this project.
SECTION 1 - GENERAL

1.01 LOCATION OF THE WORK SITE AND ACCESS

The general location of the proposed work for the project is 3633 – Poplar St NE. The boat ramps are located in the City Park called Crisp Park.

Access to the Work site shall be over public streets and rights-of-way. Any damage to existing pavement or other surface improvements, attributable to the Contractor’s activities, shall be restored to like-new condition by the Contractor at the Contractor’s expense.

1.02 SCOPE OF WORK

The essential portions of the proposed Work for the Project are summarized as follows: Remove 2 existing concrete ramps and asphalt pavement, set coffer dam and turbidity curtain, prepare grade and bedding and pour 4000 psi concrete to engineers requirements.

Estimated quantities and Contract Pay Items are listed in the Proposal.

1.03 ESTIMATED QUANTITIES

The estimated quantities listed in the Proposal for the various Contract Pay Items shall be used for the purposes of comparing Bids and determining amounts for which the Bid and performance Bonds shall be furnished. Certain estimated quantities listed are greater than the quantities required to complete the Work as shown on the Plans. The greater quantities and quantities of work items not shown may be for contingent work; compensation for contingent work will be made if required and approved by the Engineer in writing. The City reserves the right to vary the estimated quantities or to delete the Work and the corresponding Contract Pay Items from the Contract. The Contractor will be compensated for Work actually performed as indicated on the Plans, in the Specifications, or authorized by the Engineer, all in accordance with the unit prices and lump sum prices contained in the Proposal. The Bidder shall quote in the Proposal a unit or lump sum price for which he will perform the Work for each of the Contract Pay Items.

1.04 PLANS AND SPECIFICATIONS

Technical Specifications Section 1 have been prepared specifically for this Project. Other Technical Specifications sections are City Standards and only the applicable portions of them govern the Work to be performed. Where the Plans and Specifications are not in agreement, the Plans shall govern. Where a specifically prepared Technical Specifications section is not in agreement with City Standards Technical Specifications, the specifically prepared section shall govern.

The Contractor shall furnish all labor, equipment, and materials to construct the Project and all miscellaneous and appurtenant work complete in place as specifically described and included under each Contract Pay Item as shown, specified, or directed by the Engineer in accordance with the obvious or expressed intent of the Contract. The list of drawings comprising the Plans for Project No. 11236-117 is shown on Sheet 1 of the Plans, drawing No.10828-001.
The Technical Specifications for the Project that reference FDOT-SSRBC (Florida Department of Transportation - Standard Specifications for Road and Bridge Construction) pertain to the 2007 Edition.

1.05 Field Engineering

The Contractor shall establish and provide all vertical and horizontal control points for this Project including benchmarks. The Contractor shall provide the field layout surveying necessary to properly construct the Work from City-furnished control points or reference points indicated on the Plans.

All field layout surveying shall be performed under the supervision of a Professional Land Surveyor (Chapter 472, Florida Statutes). The Contractor shall submit the name and registration number of said Surveyor as directed by the Engineer. The Engineer reserves the right to check all survey staking and to require adjustments or re-staking by the Contractor in the event that conflicts or errors are detected.

1.06 Safeguarding Survey Marks

The Contractor shall safeguard all existing property monuments, benchmarks, and other survey marks adjacent to and within the Project limits, and shall bear the cost of re-establishing them if disturbed or destroyed.

1.07 Inspection Authority

The Engineer has ultimate responsibility for Contract administration and inspection for this Project. The Engineer may assign field inspection responsibilities to a Design Professional and/or City Inspector.

Each step of construction is subject to approval by the Engineer prior to proceeding with a subsequent step in accordance with the General Conditions article headed "Tests and Inspections" and as supplemented herein.

During the progress of the Work and up to the date of final acceptance, the Contractor shall at all times afford representatives of the City, the County, the State, the Department of Environmental Protection, the Department of Labor, or any other agency with jurisdiction, a reasonable, safe, and proper facility for observation of the Work done or being done at the site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

The Project line of authority will be presented at the Preconstruction Conference.

1.08 Project Schedule

The Contractor shall submit a Project schedule in accordance with General Conditions articles headed "Project Schedule" and "Progress Charts" and as supplemented herein.

Scheduling and progress reporting shall be accomplished by the use of a bar chart to provide a clear and concise comparison of progress.
1.09 PROJECT START TIME

A. For this Project, a period not to exceed 10 calendar days will be allowed following the date of the issuance of the Notice to Proceed, to provide time for acquisition of the following custom equipment and materials:

1. Coffer Dam materials

B. Contract Time will begin on the 10th calendar day after issuance of the Notice to Proceed or on the actual day that the Contractor commences Work at the site, whichever is the earlier. Extension of Contract Time shall be requested in the manner set forth in the General Conditions article headed "Changes in the Work," subsection headed "Changes in Contract Time," and shall include:

1. Manufacturer's signed affidavit stating reason for delay and lead time required.
2. Number of calendar days requested.
3. Reasons Contract Time must be extended.
4. Stipulation of all Work, including Schedule, which is to be performed during the grace period.
5. List of what insurance and bonds will be active.

C. Documentation shall be presented to the City prior to, or during, the Preconstruction Conference.

D. It may be possible that certain Work items can be accomplished by the Contractor prior to receipt of the custom equipment or materials if, in the opinion of the Engineer, City use of the facility is not impacted.

E. Failure of the Contractor to substantively obtain the custom equipment or materials, if through no fault of the City, will not be justification for extending the Contract Time extension beyond the above maximum duration.

1.10 MATERIALS AND EQUIPMENT

All materials, appurtenances, and types of construction shall be in accordance with the Technical Specifications and shall in no event be less than that necessary to conform to the requirements of all applicable laws and regulations.

All materials and equipment to be incorporated into the Work shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required, will not be accepted.

Only "Asbestos-Free" materials shall be incorporated into the Work, unless the Technical Specifications specifically call for otherwise. Material suspected of being Regulated Asbestos Containing Material (RACM), includes but is not limited to: thermal and acoustic insulation, joint
compound, mastic, adhesive, vinyl floor tile and sheeting, ceiling tile, plaster, wall board, roofing felt, and shingle. Shop drawings for material or equipment suspected of being RACM shall list all contents, shall be noted "Asbestos-Free," and shall be screened by the Contractor prior to submittal to confirm that it is "Asbestos-Free." All materials delivered to the Project site shall have been approved through the shop drawing procedure and shall be in their original labeled and unopened containers.

In the event that asbestos-containing material installed by the Contractor is discovered either during construction, following completion of construction, or following acceptance of the Contract Work by the City and closeout of the Contract, it will be the responsibility of the Contractor to pay all costs incurred to remove and replace those materials, including repair or replacement of all adjacent materials which are affected by the abatement process.

1.11 MANUFACTURER

The names of proposed manufacturers, manufacturers’ representatives, suppliers, and dealers who are to furnish materials, fixtures, equipment, appurtenances, or other fittings, shall be submitted by the Contractor to the Engineer for approval in accordance with the General Conditions article headed "Shop Drawings and Submittals" to afford proper investigation and checking. No manufacturer will be approved for any materials, fixtures, equipment, appurtenances, or other fittings to be furnished under this Contract unless the manufacturer is of good reputation and has a plant of ample capacity. The Contractor shall, upon the request of the Engineer, be required to submit evidence that the manufacturer has manufactured a product similar to the one specified and that the product has been used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance. All transactions with the manufacturer and subcontractors shall be through the Contractor.

Any two or more pieces of material or equipment of the same kind, type, or classification and being used for identical types of service, shall be made by the same manufacturer.

1.12 EQUIVALENT QUALITY

In the Contract Documents, whenever an article, material, apparatus, equipment, or process is called for by trade name or by name of a patentee, manufacturer, or dealer, or by reference to catalog of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment, or process designated, or, upon approval of the Engineer, any equal thereto in quality, finish, design, efficiency, and durability, and equally serviceable for the purposes for which it is intended.

Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Engineer.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the approval by the Engineer of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the
Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Contract Documents.

1.13 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

In conformance with the General Conditions article headed "Material and Equipment Delivery" the Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work to complete the Work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the Work of any related contractor. The Contractor shall provide space for storage of materials and equipment.

1.14 SERVICE OF MANUFACTURER'S REPRESENTATIVE

The Contract amount shall include the cost of furnishing a competent and experienced representative of the equipment manufacturer who shall assist the Contractor, when required, to install, adjust, test, and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in operation, the representative shall make all adjustments and tests required by the Engineer to prove that the installed equipment is in proper and satisfactory operating condition. The representative shall instruct personnel designated by the Engineer in the proper operation and maintenance of such equipment.

1.15 CONTAMINANTS CONTAINMENT/DISPOSITION

A. When Work activities encounter or expose any abnormal condition that may indicate the existence of a hazardous or toxic waste, Work activities shall stop in the vicinity of the abnormal condition and the Contractor shall notify the Engineer immediately. The presence of tanks or barrels; discolored earth, metal, wood, or groundwater; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal, may be signs of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The Contractor's operations shall not resume until directed in writing by the Engineer.

Disposition of the hazardous or toxic waste will be made in accordance with all applicable requirements and regulations of any City, County, State, or Federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous or toxic waste, and the Contract does not include Pay Items for disposal, payment may be made as provided in the Contract Standards: General Conditions article headed "Unforeseen Subsurface Conditions."

1.16 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

The Contractor shall be responsible for prevention, control, and abatement of erosion, siltation, and water pollution resulting from construction of the Project until final acceptance of the Project.

The Contractor shall implement all appropriate turbidity management practices at the point of discharge into a storm drainage system, gutter, or other conveyance to ensure that state water quality standards are not violated at the point where the storm drain, gutter, or other conveyance discharges into a surface water.
All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-302, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 NTUs above background level. Adequate silt containment procedures and equipment shall be used to control turbidity, at no additional cost to the City.

1.17 MAINTENANCE OF STORM DRAINAGE SYSTEM

The Contractor shall be responsible at all times to maintain the operation of existing stormwater facilities, or, when existing stormwater facilities are removed, to provide equivalent capacity alternate forms of stormwater removal adequate to prevent upstream flooding in excess of existing conditions. This responsibility shall include the installation of temporary connections, bypass pumping, or other temporary means necessary until the new drainage system is fully operational.

1.18 SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

The City is currently under Consent Order 97-0314 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State and/or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the Engineer, the City's Wastewater Collection System Manager (892-5612), and the City's Emergency Dispatch Center (893-7261). In the event of a spill or discharge, the Contractor shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the City's facilities. The Contractor shall be responsible for any penalties and costs charged to the City by the FDEP and for all costs incurred by the City as a result of the Contractor's actions or as a result of the Contractor's negligence.

Costs charged to the City by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 17 of Consent Order 97-0314. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 17, the stipulated penalty schedule is as follows: Each category is limited to a daily cumulative maximum amount of $30,000.00.

<table>
<thead>
<tr>
<th>DEP CONSENT ORDER FINE SCHEDULE</th>
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<tbody>
<tr>
<td>Amount/Day/Discharge</td>
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<tr>
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<tr>
<td>$5,000.00</td>
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<td>$10,000.00</td>
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</table>

The fines, and anticipated costs, which may be incurred by the City as a result of the Contractor's actions or negligence, shall be paid to the City within 30 days, or the costs incurred will be deducted from the total Contract amount.
1.19 FIELD OFFICE AND APPURTEナンANT STRUCTURES

**General:** All structures for use by the Contractor shall be temporary. Permanent facilities shall not be used for field offices or for storage. Structures may be new or used, but must be serviceable, adequate for the required purpose, and shall be in compliance with all applicable codes or regulations.

All security requirements for such facilities shall be provided and maintained by the Contractor.

Before the Final Payment will be paid, and as directed by the Engineer, the Contractor shall clean up the area, remove any temporary facilities, finish grade, and restore the area to its original condition as determined by the Engineer.

**Contractor's Field Office:** A field office and work sheds required by the Contractor may be furnished, installed, and maintained during the construction period by the Contractor at his own expense and no separate payment will be made therefore.

Space on City property or rights-of-way proposed to be used for storage and as a field office for the Contractor shall be approved by the Engineer prior to installation, providing such uses will not interfere in any manner with the construction of the Work or the operation of existing facilities.

1.20 CONTRACTOR’S SIGN

No sign by the Contractor, any subcontractor, or any material supplier, will be allowed on the Project site.

1.21 MOBILIZATION

Mobilization shall include all preparatory work and operations necessary to begin the Project, including moving of personnel, equipment, plant, and all else necessary to commence work. The cost of bonds, insurance, shop drawings, and preconstruction expenses shall also be included.

If a separate Pay Item is included for mobilization, payment will be as specified for that Pay Item. If no Pay Item is included, costs for mobilization shall be included with the costs for the major Work items included in the Proposal.

1.22 WATER PURCHASE

Water used in connection with this Project may be purchased from the Water Resources Department, 1635 Third Avenue North, in accordance with the provisions of applicable ordinances, procedures, and regulations.

1.23 TRAFFIC CONTROL

The Contractor shall arrange his Work so that there will be as little disruption of traffic as possible. Two traffic lanes/Two-way traffic *(Note 2)* shall be kept open at all times in State and County roads. At least 72 hours before starting any Work the Contractor shall obtain a Closure Permit from the
appropriate County or State agency for any traffic lane or street closure required. Street Closure Permits shall be submitted to the Engineer before starting any Work. No changes to approved Street Closure Permits will be permitted without prior approval. The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flagmen necessary to control traffic and provide for safety of the public in compliance with the latest revision of U.S. Department of Transportation Federal Highway Administration's "Manual on Uniform Traffic Control Devices" and the Florida State Department of Transportation's "Design Standards" and to the satisfaction of the Engineer.

1.24 TREE PROTECTION

Particular care shall be taken by the Contractor to protect trees during construction by erecting approved barricades to prevent unnecessary damage to trunk and roots during construction. Such barriers shall protect the area within the dripline.

The Contractor shall prune all branches that interfere with construction in accordance with American Forestry Association Standards. Roots over 2-inch diameter shall be preserved wherever possible. If root pruning is required, roots shall be cut cleanly.

Temporary soil deposits, concrete block, concrete wash, or solvents shall not be placed within the dripline. The grade within the dripline shall be preserved. If adjacent grade is altered, protective measures such as those described in the Florida State Division of Forestry "Tree Protection Manual for Builders and Developers" shall be constructed to protect the tree(s) from deleterious effects of the grade change.

1.25 TREE REMOVAL AND REPLACEMENT / TREE REMOVAL, REPLACEMENT, AND RELOCATION

As required by St. Petersburg City Code “Chapter 16. Article XV. Division 5. Tree and Mangrove Protection” a permit is required to remove any native tree or palm greater than 2-inch diameter measured 4.5 feet above the ground. The Contractor shall obtain any necessary tree removal permit, shall furnish and replace trees as required, and shall perform this Work in a manner conforming to all applicable provisions of said regulations or permit.

The cost of tree removal and obtaining the tree removal permits shall be included in the cost of the appropriate associated Contract Pay Item under which the Work is to be performed. The Contractor shall remove trees as required and approved by the Engineer whether or not said trees are shown on the Plans. Trees that have to be removed, except for Australian pine, Brazilian pepper, punk, and other exempt species, shall be replaced as directed. Replacement trees shall be of native species at least 8 feet tall and at least 3-inch caliper diameter.

[Note: Use the following paragraph for sidewalk and other appropriate Projects only.] If the cost of removing and disposing of a desirable species of tree exceeds the cost of relocating the tree to a point not in conflict with the proposed construction, the City may order that the tree be relocated within the right-of-way, or to the abutting property owner's desired location or immediately adjoining the right-of-way. This applies to trees of a transplantable size and condition, greater than 2-inch diameter measured 4.5 feet above the ground, and generally less than 12 feet tall.

1.26 UTILITIES

Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the Project Site and with the applicable provisions of the General Conditions
article headed "Public Convenience and Safety."

The Contractor shall notify utility companies at least 48 hours, excluding Saturdays, Sundays, and legal holidays, prior to excavation. Utility companies shall be contacted by calling the utility notification center "Sunshine" at 1-800-432-4770. The City will furnish to the Contractor the available records of City utilities. The Contractor shall locate and mark all City utilities for his reference and for use by utility companies. The Contractor shall act as the City’s agent for locating and marking City underground utilities within the Project limits, in accordance with the Florida Underground Facilities Damage Prevention and Safety Act (FS 556).

In all cases where existing utility lines may be interfered with by the Work, the Contractor shall give a minimum of 48 hours notice to the owners of such utilities to permit them to relocate the lines prior to construction. Existing utilities have been shown on the Plans insofar as information is reasonably available. However, it will be the Contractor's responsibility to preserve all existing utilities whether shown on the Plans or not.

1.27 SHOP, FIELD, AND LABORATORY TESTING

The Engineer may require testing by certified personnel of certain materials to be incorporated in the Work, such as: soils density, pavement, concrete pipe and appurtenances, and welds.

In the event any such testing is required by the Engineer, a detailed description will be found in these Technical Specifications concerned with the specific item of Work.

Where reference is made in the DOT-SSRBC for design mixes, tests of materials, or work performed, or where in the opinion of the Engineer, tests are required to ascertain compliance with the Specifications, the Contractor shall have such tests made by an approved testing laboratory. No additional payment will be made for these tests.

1.28 SOIL BORING DATA

Soil boring data, including groundwater elevations or conditions, are available for Bidder's inspection at the offices of the City Engineering & Capital Improvements Department. These data are presented only as information that is available which indicates certain conditions found and is limited to the exact locations on the dates indicated.

1.29 SOILS DENSITY TESTS

Soils density testing shall be performed by the City at no cost to the Contractor. Retesting of failed tests, in excess of 10 percent of tests performed, shall be at the expense of the Contractor. The Contractor may have independent soils compaction tests performed, at no cost to the City; however, the results of these tests may not constitute a basis for acceptance or rejection of the Work.

All soils used in backfill shall be compacted with suitable equipment in layers as specified. Maximum density shall be defined as the oven-dried density in pounds per cubic foot of the soil at optimum moisture content as determined by the latest revision of AASHTO T180.
Prior to any backfill operation, a representative sample of the backfill material shall be taken by certified personnel, and tested in a certified laboratory as approved by the Engineer, to determine the relationship between the moisture content and density of the material when compacted in accordance with AASHTO T180.

When the densities and corresponding moisture contents for the sample material have been plotted as specified, a curve shall be produced. The moisture content corresponding to the peak of the curve shall be termed the "optimum moisture content" of the sample under the above described compaction.

At least one representative sample, as described above, shall be taken thereafter for every significant observed change in soil characteristics or as ordered by the Engineer.

The maximum density of the representative sample as herein specified shall become the basis for determining the in-place percentage of maximum density required in the Technical Specification for the specific item of Work.

In-place density testing shall employ the use of nuclear equipment in accordance with the latest revision of AASHTO T238 Method B "Density of Soil and Soil-Aggregate in Place by Nuclear Methods."

In-place density shall be taken upon completion of each compaction layer or more often as ordered by the Engineer.

1.30 STORM PREPAREDNESS PLAN

Within 15 days of the date of Notice to Proceed, the Contractor shall file with the Engineer a Storm Preparedness Plan. The plan shall outline the necessary measures the Contractor proposes to perform at no additional cost to the City upon the issuance of an official storm warning issued by the National Weather Service.

In the event of inclement weather, or at the Engineer’s direction, the Contractor shall carefully protect the Work, private property affected by the Work, and stored materials against damage or injury from the weather. If, in the opinion of Engineer, any portion of the Work or materials is damaged or injured by reason of failure on the part of the Contractor to protect the Work, such Work and materials shall be removed and replaced at the Contractor’s expense.

1.31 SALVAGED MATERIALS

The Contractor shall not proceed with demolition of existing materials or equipment without prior written approval from the Engineer for the method of disposal.

1.32 AS-BUILT DRAWINGS

A. General

For all elements of construction, the Contractor shall furnish the Engineer one set of marked-up Contract Plans blueline prints showing as-built conditions, as specified in the General Conditions article headed "As-Built Drawings."

The drawings shall show the name, address, and phone number of the Contractor. Each
drawing shall be certified by a responsible representative of the Contractor and dated.

The as-built drawings shall reflect any differences from the original Contract Plans in the same level of detail and units of dimension as the Plans. This asbuilt information will include the certification of the concrete ramp elevations and grades by a licensed surveyor.

B. Paving

The as-built drawings shall show all changes to the horizontal and vertical alignment in the plan, profile, and cross sections. Drawings shall indicate changes in elevations for curbs and roadway crowns, base type and thickness, curb type, limits of new sidewalk, driveway replacement (including paving materials used), and other surface features.
SECTION 2 - EXCAVATION AND BACKFILL

2.01 GENERAL

The Work in this section includes furnishing all labor, materials, tools, and equipment for excavation and backfill of roadways, sidewalks, curbs, driveways, pipelines, and structures. The Work also includes removing and disposing of leftover material, and furnishing and placing off-site fill.

Bidders shall examine the site of the Work, make their own additional soil borings and tests, and make their own determination of the character of materials and the conditions to be encountered on the Work; their Proposal shall be based upon their own investigation.

2.02 TRENCH SAFETY

The Contractor shall be responsible for maintaining safety at each excavation. The Contractor shall adhere to the Florida Trench Safety Act (FS 90-96), OSHA trench excavation safety standards (29 CFR, Subpart P, 1926.650), and OSHA trench excavation shielding, sloping, or sheeting requirements. Inspections required by OSHA trench excavation safety standards shall be provided by the Contractor's "competent person," as defined by OSHA 29 CF, Subpart P, 1926. The Contractor's "competent person" shall be identified at the Project preconstruction meeting.

The Contractor certifies by submitting the bid and subsequently executing this Contract, that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards, the Florida Trench Safety Act, and public safety.

The Contractor also agrees to produce or obtain, prior to award of the subcontracts, identical certification from subcontractors who will perform trench excavation, and to retain such certification for at least 3 years following Final Acceptance.

The Contractor shall consider all available geotechnical information when designing the trench excavation safety system. If sufficient geotechnical information is not available, the Contractor may obtain such to support the requirements set forth above, at no additional cost to the City.

2.03 WORK IN WETLANDS, MANGROVES, AND PRESERVATION AREAS

Strict adherence to all permits is required. Damage to wetlands, periodically wet areas, mangroves, and preservation areas is prohibited. Any such damage by the Contractor shall be duly rectified at no additional cost to the City and as approved by the regulatory agencies.
2.04 CLEARING AND GRUBBING

All clearing and grubbing Work shall conform to all applicable requirements of DOT-SSRBC Section 110 "Clearing and Grubbing" except as modified herein.

The Contractor shall remove only those trees and bushes necessary to complete the specified Work. Not all the trees and bushes have been located or shown on the Plans. The Contractor shall flag those trees and bushes to be removed. All other trees and bushes shall be protected as specified in Technical Specifications section headed "General," subsection headed "Tree Protection."

All roots, stumps, and other debris shall be removed to a depth not less than 12 inches below a bearing surface. The disturbed surface shall be backfilled, graded, and compacted as specified.

No tree or bush shall be removed without the approval of the Engineer. The Contractor shall obtain all necessary City or County permits for each tree to be removed. Tree removal shall conform to the provisions of the Technical Specifications section headed "General," subsection headed "Tree Removal and Replacement."

2.05 ROADWAY EXCAVATION

The extent of excavation shall be as shown on the Plans or otherwise approved by the City, and shall include roadway excavation and/or filling and grading, together with the removal of trees, bushes, existing asphalt, concrete, or other material, as required to facilitate construction and restoration as directed by the City.

All excavation Work shall conform to all applicable requirements of DOT-SSRBC Section 120 "Excavation and Embankment" except as modified herein.

2.06 TRENCH EXCAVATION

Mechanical excavation shall be terminated at least 2 inches above the proposed pipe bed and trench bottom, then shaped and compacted so as to provide uniform bearing on the barrel of the pipe. Particular care shall be taken to recess the bottom of the trench at the bell of the pipe to relieve the bell of all load.

A minimum trench width shall be maintained, allowing room for the jointing and proper compaction of the backfill. If material is encountered that is unsuitable in the opinion of the Engineer, it shall be removed by the Contractor and replaced with acceptable material compacted in place as specified. In the event the Contractor excavates below the elevation required without approval, the Contractor shall backfill with approved materials compacted to obtain a suitable trench bottom, all to the satisfaction of the Engineer and at no additional cost to the City.
The amount of open trench shall be limited so that no more than 100 feet of open trench in advance of the backfilling operation will remain at the end of that working day. All open trench shall be protected by the Contractor with barriers, warning devices, and traffic control devices, which shall be kept in the correct position, properly directed, anchored when required, and clearly visible at all times. The barriers, warning devices, and traffic control devices shall be suitably lighted at all times when vehicular traffic lights are required.

2.07 STRUCTURE EXCAVATION

Excavation shall be of the size and depth required for construction of structures and their foundations. Unsuitable material encountered shall be removed to the depth required to obtain sound foundation material or as ordered by the Engineer. Over-excavated areas shall be filled with approved backfill material compacted as specified, at no additional cost to the City.

Unsuitable existing soil shall be removed and replaced with compacted material, as approved by the Engineer and as specified in the subsection herein headed "Excavation of Unsuitable Material."

2.08 EXCAVATION OF UNSUITABLE MATERIAL

Unsuitable material shall include rock, concrete, and boulders. Unsuitable soft material shall include logs, muck, other soft soils, organic soils, and other soils as specified or as ordered by the Engineer to be unsuitable.

All excavation of unsuitable material shall conform to all applicable requirements of DOT-SSRBC Section 120 “Excavation and Embankment” except as modified herein.

Unsuitable material encountered below or within the roadway stabilized subgrade, the trench bottom, or a structure bottom, shall be removed by the Contractor to the limits established by the Engineer and disposed of from the Work area at an approved disposal area. Unsuitable material shall be replaced with approved material and compacted as specified.

No additional payment will be made for backfill material obtained from any source and used to replace any unsuitable material except as otherwise specified.

2.09 SHEETING, SHIELDING, AND SLOPING

All excavations shall be properly sheeted, shielded, or sloped to the required slope to furnish safe working conditions, to prevent shifting of material, to prevent damage to structures or other Work, and to avoid delay to the Work, all in accordance with applicable safety and health regulations. The minimum sheeting and shielding for trench excavations shall meet the general trenching requirements of the Florida Trench Safety Act and OSHA standards.

The sheeting and shielding shall be of adequate strength and quantity for the purpose intended. Any sheeting extending below the level of above the top of pipeline shall be cut off as ordered by the Engineer and left in place. In addition, the Engineer may order the Contractor to cut off and leave in
place any sheeting, shielding, or other approved support where required to protect construction, property, or existing facilities or utilities.

Damages resulting in the installation or removal of sheet piling shall be rectified by the Contractor at no additional cost to the City.

2.10 DEWATERING

All pipeline and appurtenances shall be laid entirely in a dry trench. All foundations and structure walls shall be constructed or installed in a dry excavation.

Before commencing any excavation at the site of the Work, the Contractor shall submit to the Engineer for review, the methods, equipment, and arrangement of facilities proposed for dewatering and disposal of water at the site and of all water entering any excavation or other part of the Work from any source whatsoever.

Water discharged from dewatering equipment shall be carried into surface drainage facilities except water quality treatment systems and shall not be discharged into sanitary sewer lines. The Contractor shall prevent water from puddling in streets or on private properties. The depositing of dirt in storm drains and ditches and staining of existing facilities shall not be permitted.

Adequate standby facilities shall be provided to ensure that the excavation will be kept dry in the event of power failure or mechanical breakdown. Facilities for the removal and disposal of water shall be of sufficient capacity to keep the excavation dry under all circumstances with one-half of the facilities out of service. If well points are used, provision shall be made for removing and resetting individual well points without taking the system of which they are a part out of service.

The City reserves the right to require the Contractor to replace noisy equipment in order to keep disturbance to a minimum.

The cost of dewatering and disposal of water shall be included in the unit quantity for each appropriate item bid.

Refer to the Technical Specifications Section headed "General," subsection headed "Contaminants Containment/Disposition," for requirements concerning encountered groundwater contamnates.

2.11 BORROW MATERIAL

Any borrow excavation Work shall consist of the excavation and satisfactory utilization of material from areas provided by the Contractor when necessary material is not available from the normal excavation or grading operations. This Work shall conform to DOT-SSRBC Section 120 “Excavation and Embankment” except as modified herein.

If additional fill material is required, it shall be City approved material supplied and compacted by the Contractor. All compaction under roadway, alley, driveway, curb, walk, or other improved surface shall be to a density as specified. Unless otherwise directed by the City, all material not required for construction shall be removed from the premises and disposed of by the Contractor.
2.12 BEDDING MATERIAL

Where shown, ordered, or required, the Contractor shall place bedding material prior to placing pipelines, structures, or slabs. Bedding material may be either excavated approved native sand, concrete sand, gravel, or reclaimed concrete.

Off-site bedding material shall be sand or gravel. Sand bedding material shall be a clean concrete sand of uniform gradation between sieve sizes No. 4 and No. 50. All particles shall pass a 3/8-inch sieve and no particles shall pass a No. 100 sieve.

Gravel bedding material shall meet the requirements of ASTM C33 and shall be coarse aggregate, DOT Size No. 67 (3/4-inch to No. 4) or approved equal.

Reclaimed concrete bedding material shall be graded to meet the size requirements as specified for gravel bedding.

Bedding material, where required, shall be placed in lifts and compacted in a manner to achieve the specified density as described elsewhere.

If gravel bedding is used, an impermeable groundwater barrier shall be placed at 100-foot intervals in the gravel bedding.

The impermeable groundwater barrier shall consist of a 10 mil sheet of polyethylene covering the full cross sectional area of the gravel, embedded 6 inches into the trench sides and bottom, and extending to the top of the gravel. The barrier shall be offset a minimum of 2 feet from any culvert or pipe joint. Ends and splice points shall be lapped a minimum of 12 inches.

2.13 STRUCTURAL SLAB BEDDING

Structural slabs for manhole bases, footings, and similar structures shall be placed on approved compacted bedding material and leveled as specified and/or as shown.

2.14 BACKFILL COMPACTION

All backfill shall be compacted as specified herein and shall meet the following minimum density as determined by the AASHTO T-180 method for backfill outside the right-of-way and in City streets, and by the AASHTO T-99 method if in County or State right-of-way.

AASHTO T-180 Method C or D will be used for stabilized subgrade and base compaction tests, and Method A or B will be used for backfill testing, or as directed by the Engineer or jurisdiction.

<table>
<thead>
<tr>
<th></th>
<th>T-180</th>
<th>T-99</th>
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<tbody>
<tr>
<td>Roadway stabilized subgrade</td>
<td>98%</td>
<td>N/A*</td>
</tr>
<tr>
<td>Roadway base</td>
<td>98%</td>
<td>N/A*</td>
</tr>
<tr>
<td>Curb base</td>
<td>98%</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Sidewalk and driveway base   98%  N/A
Pipe bedding   98%  100%
Pipe backfill - under pavement   98%  100%
Pipe backfill - under grass   95%  100%
Structure base slabs  100%  N/A
Structure backfill   98%  N/A

*Roadway stabilized subgrade and base material shall meet LBR requirements as specified in the Technical Specifications section headed "Roadway Construction," subsections headed “Stabilized Subgrade” and “Roadway Base.”

2.15 BACKFILLING OF TRENCH

Backfilling shall be accomplished with suitable material, and shall commence only after the pipelines have been laid and tentatively accepted by the City. The space between the pipe and the sides of the trench shall be packed full by hand-shoveled earth free from lumps or debris.

The backfill material shall be placed in 6-inch lifts and compacted, using approved tampers to the required compaction, to a point 12 inches over the top of the pipe. The remaining backfill (under areas other than roadways) shall be placed in uniform lifts not greater than 12 inches thick (or less as approved for mechanical equipment available) and tamped to the required compaction. Backfill under roadways shall be compacted in 6-inch lifts.

2.16 BACKFILLING STRUCTURES

Backfill around structures shall be of suitable job-excavated material, suitable off-site fill material, or other material approved by the Engineer. Such backfill shall extend from the bottom of the excavation or top of bedding to the bottom of pavement base course, the bottom of the subgrade for lawns or lawn replacement, the top of the existing ground surface, or to such other grades as may be shown or required.

The backfill shall be placed in uniform lifts not greater than 12 inches thick, and thoroughly compacted in place.

2.17 BACKFILLING UNDER ROADWAYS

Backfill placed under roadways and other paved surfaces shall be compacted in 6-inch lifts and thoroughly compacted in place, with suitable equipment as specified herein.

2.18 DISPOSING OF LEFTOVER MATERIAL

The Contractor shall bring the surface to the same level as existed prior to the excavation. All leftover material shall be hauled from the site and disposed of by the Contractor. Leftover material shall not be stored in or along rights-of-way or easements.
2.19 ADJACENT FACILITIES

The Contractor shall be responsible for the protection, removal, and replacement of all adjacent structures, utilities, trees, shrubbery, curbs, culverts, headwalls, fences, signs, and other miscellaneous structures encountered during the course of the Work.

2.20 TEMPORARY SUPPORTS

Temporary supports for 16-inch and larger pressure and gravity pipes shall be designed by the Contractor and submitted to the City as required by the Contract Standards: General Conditions section headed "Shop Drawings and Submittals." Temporary supports that include a structural beam, or other such member(s), shall be designed, signed and sealed by a Professional Engineer.

2.21 FLOWABLE FILL

Where shown on the Plans, or where ordered by the Engineer, the Contractor shall backfill a void area or an excavation with flowable fill. Flowable fill may be shown, or ordered, to fill abandoned pipes, abandoned underground steel storage tanks, trench backfill, washout area under structural slabs or behind walls, or other similar locations.

Flowable fill shall be produced and delivered to the site. Placing of flowable fill shall be by chute, pumping, or other approved methods. Flowable fill shall be placed to the designated fill line without vibration. The Contractor shall take all necessary precautions to prevent any damage caused by hydraulic pressure of the fill during placement prior to hardening. Flowable fill shall not be used for pipe bedding and backfill in the zone from the bottom of a pipe to 12 inches above the top of pipe.

Flowable fill shall consist of materials conforming to DOT-SSRBC Sections as follows:

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement (Type I or II)</td>
<td>Section 921</td>
<td>&quot;Portland Cement and Blended Cement&quot;</td>
</tr>
<tr>
<td>Fly ash (Type F)</td>
<td>Section 929</td>
<td>&quot;Fly Ash, Slag, Microsilica and Other Pozzolanic Materials for Portland Cement Concrete&quot;</td>
</tr>
<tr>
<td>Fine aggregate (sand)</td>
<td>Section 902</td>
<td>&quot;Fine Aggregate&quot;</td>
</tr>
<tr>
<td>Water</td>
<td>Section 923</td>
<td>&quot;Water for Concrete&quot;</td>
</tr>
</tbody>
</table>

The Contractor shall submit a proposed design mix that will produce a flowable fill meeting the strength requirements specified herein, using the following materials:

**Pounds per cubic yard**

<table>
<thead>
<tr>
<th>Material</th>
<th>Pounds per cubic yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement (Type I or II)</td>
<td>50 - 200</td>
</tr>
<tr>
<td>Fly ash (Type F)</td>
<td>0 - 2,000</td>
</tr>
<tr>
<td>Fine aggregate (sand)</td>
<td>2,500 - 3,000</td>
</tr>
<tr>
<td>Water</td>
<td>325 - 550</td>
</tr>
</tbody>
</table>

**Note:** 6-inch to 10-inch slump
Flowable fill material shall be proportioned to produce a 28-day compressive strength approximately as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Pounds per square inch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipe trench backfill</td>
<td>50 - 150</td>
</tr>
<tr>
<td>Fill abandoned pipes or tanks</td>
<td>30 - 150</td>
</tr>
<tr>
<td>Under slabs, behind walls</td>
<td>300 - 1000</td>
</tr>
</tbody>
</table>

**Note:** Density in place 115 to 145 pounds per cubic foot.

Not more than 60 minutes shall elapse between the start of moist mixing and the placement of the flowable fill.

Flowable fill placed on slopes shall have a reduced slump with a reduction in water, and shall be able to be shaped as required.

The Contractor shall place the flowable fill in such a manner as to eliminate all cavities.

Flowable fill shall not be placed in salt water. When within a tidal area, the flowable fill shall be placed immediately after the salt water has receded.

When flowable fill is used adjacent to ductile iron pipe, the pipe shall be polyethylene encased.
SECTION 3 - CONCRETE, MASONRY, AND REINFORCING STEEL

3.01 GENERAL

The Work in this section includes furnishing, placing, finishing, and curing all reinforced and plain concrete, prestressed concrete, reinforcing steel, welded wire fabric, brick, masonry block, mortar, and related work. Brick used for paving and hexagon block used for sidewalks are not included in this section.

3.02 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the applicable requirements of the DOT-SSRBC Sections 346, 347, and 921.

Class IV concrete shall be used for all concrete in contact with, or over, salt or brackish water.

Concrete used for structures in contact with sewage shall be mixed from Type II portland cement containing the lowest calcium thiosulfate available as specified in AASHTO M 85.

Concrete shall meet the following minimum 28-day compressive strength:

- Miscellaneous concrete (thrust blocks, pipe encasement, etc.) 2,500 psi
- Concrete curb/gutter/sidewalk/pavement 3,000 psi
- Cast-in-place/precast structures 4,000 psi
- Prestressed structures 5,000 psi

3.03 REINFORCING STEEL

Reinforcing steel shall conform to ASTM A 615, Grade 60 deformed bars and to the applicable requirements of DOT-SSRBC Sections 415 and 931.

Reinforcing steel shall not be coated, except as specifically specified on the Plans.

All welded wire fabric shall conform to ASTM A 497 (deformed) or ASTM A 185 (plain) and to the applicable requirements of DOT-SSRBC Article 415-6.
3.04  FIBROUS CONCRETE REINFORCEMENT

Fibrous concrete reinforcement may be used, where shown or approved, in lieu of welded wire fabric for shrinkage and thermal contraction/expansion in concrete pavement, driveway, and sidewalk.

Fibrous concrete reinforcement shall conform to ASTM C 1116, ASTM C 94, and ASTM E 119-83.

Fibrous concrete reinforcement shall be 100 percent virgin polypropylene fibrillated material mixed with concrete at a minimum of 1.5 pounds per cubic yard of concrete.

3.05  PLACEMENT OF REINFORCEMENT

Reinforcing steel placement shall conform to the applicable requirements of DOT-SSRBC Articles 350-7 and 415-5.

The following minimum concrete cover shall be provided for all reinforcement:

- Concrete cast against and permanently exposed to earth: 3-inch
- Concrete exposed to earth or weather:
  - Primary reinforcement: 2-inch
  - Stirrups, ties, and spirals: 1 1/2-inch
- Concrete deck slabs, top and bottom: 2-inch
- Concrete not exposed to earth or weather:
  - Primary reinforcement: 1 1/2-inch
  - Stirrups, ties, and spirals: 1-inch

For bundled bars, the minimum concrete cover shall be equal to the equivalent diameter of the bundle, but need not be greater than 2-inch, except against and permanently exposed to earth, in which case the minimum cover shall be 3-inch.

Minimum concrete cover shall be increased in corrosive environment areas.

3.06  PLACEMENT OF CONCRETE

Placement of portland cement concrete shall conform to the applicable requirements of DOT-SSRBC Article 400-7.

Unless specific permission is granted prior to each occurrence, no concrete shall be delivered to the job site before 7:30 a.m. or after 4:30 p.m.
No concrete shall be placed until the reinforcing steel placement has been inspected and approved by the Engineer.

### 3.07 CURING OF CONCRETE

Curing of portland cement concrete shall conform to the applicable requirements of DOT-SSRBC Article 520-8.

### 3.08 FINISHING OF CONCRETE

Finishing of portland cement concrete shall conform to the applicable requirements of DOT-SSRBC Article 400-15.

### 3.09 CONCRETE BRICK

Concrete brick for use in drainage structures and where shown on the Plans shall be approximately 3 5/8-inch by 7 5/8-inch by 2 1/4-inch in size and shall conform to ASTM C 55, Grade N-II or S-II.

### 3.10 CLAY BRICK

Brick shall be sound, hard, and uniformly burned regular and uniform in shape and size or compact texture and conforming to ASTM C 32, "Specification for Sewer and Manhole Brick (Made from Clay or Shale) Grade MS or MM."

### 3.11 MASONRY BLOCK

Load bearing units shall be hollow or solid, as shown on the Plans, and shall conform to ASTM C 90, Type I, 8-inch by 16-inch or 4-inch by 16-inch nominal face dimension.

Non-load bearing units shall conform to ASTM C 129, Type I, 8-inch by 16-inch or 4-inch by 16-inch nominal face dimension.

Horizontal continuous joint reinforcement shall be provided at every other joint. Reinforcement shall be a minimum of #9 gage steel, Grade 50. Wire shall be hot-dip galvanized, conforming to ASTM A 153, Class B-2 (1.5 ounce per square foot of wire surface) for zinc coating after prefabrication into units. Mortar coverage shall be not less than 5/8-inch on joint faces exposed to exterior, and not less than 1/2-inch elsewhere.
3.12 MORTAR

Mortar shall consist of a mixture of cementitious materials, aggregate, and water. All proportions shall be by volume and/or weight. Masonry cement shall conform to ASTM C 91 and C 270. Fine aggregate and portland cement shall conform to the applicable requirements of DOT-SSRBC Sections 902 and 921 respectively.

Mortar shall have a minimum compressive strength of 1,500 psi.

3.13 GROUT

Grout shall be identical to mortar in all respects.
SECTIONS 4 THROUGH 7 -- NOT USED
SECTION 8 - PAVING MATERIALS

8.01 GENERAL

The Work in this section includes furnishing of materials for paving roadways, curbs, sidewalks, driveways, alleys, etc. The Work in this section includes stabilized subgrade, base, and surface course. The Work in this section also includes furnishing incidental materials. Concrete paving materials are specified in the Technical Specifications section headed "Concrete, Masonry, and Reinforcing Steel."

Technical Specifications referencing pertinent sections and articles of DOT-SSRBC pertain to Florida Department of Transportation "Standard Specifications for Road and Bridge Construction, 2000 Edition" unless otherwise noted.

8.02 SUBGRADE STABILIZING MATERIAL

Material for stabilization of the stabilized subgrade shall be limerock conforming to DOT-SSRBC Articles 160-4 and 160-7, and Section 914 (Type B). Other types of stabilization, including use of admixtures, may be used if approved by the Engineer and if laboratory data are produced demonstrating that the intent of these Specifications is achieved.

8.03 ROADWAY BASE

Roadway base material shall be limerock, shell, asphalt, or reclaimed concrete. Limerock shall be used unless otherwise shown or approved by the Engineer.

Limerock shall conform to DOT-SSRBC Section 911. The minimum limerock bearing ratio (LBR) value shall be 100.

Shell shall conform to DOT-SSRBC Section 913.

Asphalt base shall be constructed as indicated on the Plans. Asphalt base shall conform to all applicable requirements of DOT-SSRBC Section 331 (Type ABC-3). Reclaimed asphalt may be utilized in asphalt roadway base materials in accordance with DOT-SSRBC 2004 Article 334-2.5 except as modified by Technical Specifications Article 8.07. The proportion and properties of reclaimed asphalt shall be provided in the design mix submittals.

Reclaimed Portland cement concrete shall be crushed and processed to provide a clean, hard, durable concrete aggregate having a uniform gradation conforming to DOT-SSRBC Section 204, and shall be free of deleterious substances such as (but not limited to) adherent coatings, steel reinforcement, organic matter, other base materials, joint fillers, bituminous materials, reactive aggregates, or material which has been contaminated by hazardous materials. The materials and successful construction of roadway base using crushed concrete shall conform to all applicable requirements of DOT-SSRBC Sections 204 and 901 complete, except as specified herein.
Reclaimed concrete base material (finished in place) shall have a limerock bearing ratio of not less than 150.

8.04 PRIME AND TACK COATS

Prime and Tack Coats shall conform to all applicable requirements of DOT-SSRBC Article 300-1 through 7.

8.05 LEVELING COURSE

Leveling course shall conform to all applicable requirements of DOT-SSRBC Section 331 (Type S-III). The leveling course shall have a minimum Marshall Stability of 1,500 pounds. Reclaimed asphalt pavement may be utilized in non-surface courses in accordance with DOT-SSRBC 2004 Article 334-2.5 except as modified by Technical Specifications Article 8.07. The proportion and properties of reclaimed asphalt pavement materials shall be provided in the design mix submittals.

8.06 ASPHALTIC CONCRETE SURFACE COURSE AND BINDER COURSE

Plant mixed Type SP-1, S-1, or S-III asphaltic concrete shall be used for surface course and binder course in roadways, alleys, and parking lots, and for asphaltic curb, as specified or ordered by the Engineer. Overlaying existing parking lots shall be constructed with DOT Type S-III asphaltic concrete. Types SP-I, S-I, and S-III shall conform to all applicable requirements of the 2000 Edition of the DOT-SSRBC Sections 320, 330, and 331 except as modified by the Project Technical Specifications. Reclaimed asphalt pavement may be utilized in accordance with DOT-SSRBC 2004 Article 334-2.5 except as modified by Technical Specifications Article 8.07. Types SP-1, S-I, and S-III asphaltic concrete shall have a minimum Marshall Stability (50 blows) of 1,500 pounds as determined by the Marshall test.

A. Type SP-I Asphaltic Concrete

Type SP-I shall be mixed as follows:

<table>
<thead>
<tr>
<th>Percent Passing by Weight:</th>
<th>Sieve Size</th>
<th>Gradation Design Range</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/4 inch</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>1/2 inch</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>3/8 inch</td>
<td>90 - 100</td>
</tr>
<tr>
<td></td>
<td>No. 4</td>
<td>47 - 75</td>
</tr>
<tr>
<td></td>
<td>No. 10</td>
<td>31 - 53</td>
</tr>
<tr>
<td></td>
<td>No. 40</td>
<td>19 - 35</td>
</tr>
<tr>
<td></td>
<td>No. 80</td>
<td>7 - 21</td>
</tr>
<tr>
<td></td>
<td>No. 200</td>
<td>2 - 6</td>
</tr>
</tbody>
</table>

Design Mix Asphalt Content: 5% - 7%
Effective Asphalt Content: 5.0% minimum*
Air Voids: 4.5% - 6.5%
Flow (0.01 inches): 8 - 14
VMA: 15% - 25% minimum
Additives: none except anti-strip agent
Mixing Temperature: 300°F (+/- 25°F) or As Approved
Delivery Site Temperature: 275°F minimum or As Approved

B. **Type S-I Asphaltic Concrete**

Type S-I shall be mixed as follows:

<table>
<thead>
<tr>
<th>Percent Passing by Weight</th>
<th>Sieve Size</th>
<th>Gradation Design Range</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/4 inch</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>1/2 inch</td>
<td>88 - 98</td>
</tr>
<tr>
<td></td>
<td>3/8 inch</td>
<td>75 - 93</td>
</tr>
<tr>
<td></td>
<td>No. 4</td>
<td>47 - 75</td>
</tr>
<tr>
<td></td>
<td>No. 10</td>
<td>31 - 53</td>
</tr>
<tr>
<td></td>
<td>No. 40</td>
<td>19 - 35</td>
</tr>
<tr>
<td></td>
<td>No. 80</td>
<td>7 - 21</td>
</tr>
<tr>
<td></td>
<td>No. 200</td>
<td>2 – 6</td>
</tr>
</tbody>
</table>

Design Mix Asphalt Content: 5% - 9%
Effective Asphalt Content: 5.0% minimum*
Air Voids: 4% - 5%
Flow (0.01 inches): 8 - 13
VMA: 14.5% minimum
Additives: none except anti-strip agent
Mixing Temperature: 300°F (+/- 25°F) or As Approved
Delivery Site Temperature: 275°F minimum or As Approved

C. **Type S-III Asphaltic Concrete**

Type S-III shall be mixed as follows:

<table>
<thead>
<tr>
<th>Percent Passing by Weight</th>
<th>Sieve Size</th>
<th>Gradation Design Range</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/2 inch</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>3/8 inch</td>
<td>88 - 98</td>
</tr>
<tr>
<td></td>
<td>No. 4</td>
<td>60 - 90</td>
</tr>
<tr>
<td></td>
<td>No. 10</td>
<td>40 - 70</td>
</tr>
<tr>
<td></td>
<td>No. 40</td>
<td>20 - 45</td>
</tr>
<tr>
<td></td>
<td>No. 80</td>
<td>10 - 30</td>
</tr>
</tbody>
</table>
Technical Specifications  
Section 8 - Paving Materials  
Project No. 11236-117  
Crisp Park Boat Ramp Improvements

<table>
<thead>
<tr>
<th>No.</th>
<th>2 – 6</th>
</tr>
</thead>
</table>

Design Mix Asphalt Content: 5% - 9%  
Effective Asphalt Content: 5.0% minimum*  
Air Voids: 4% - 6%  
Flow (0.01 inches): 8 - 13  
VMA: 15.5% minimum  
Additives: none except anti-strip agent  
Mixing Temperature: 300°F (+/- 25°F) or As Approved  
Delivery Site Temperature: 275°F minimum or As Approved

* The ratio of the percentage by weight of total aggregate passing the 75µm sieve to the effective asphalt content expresses as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.

The Contractor shall furnish the Engineer with design mix data, graphs, and certificates certifying that the above requirements are being met, including asphalt cement data to establish mixing and compaction temperatures.

Asphaltic concrete surface course for driveways shall conform to all applicable requirements of DOT-SSRBC Section 333 (Type III).

8.07 RECLAIMED ASPHALT PAVEMENTS

The proportion and properties of reclaimed asphalt pavement materials shall be provided in the design mix submittals.

Reclaimed asphalt pavement (RAP) materials may be used as a component material of the asphalt mixture not to exceed 20 percent by weight of the total aggregate, and shall be provided in accordance with FDOT SSRBC.2004 Article 334-2.5 requirements.

8.08 SURFACE SHELL

Surface shell shall conform to applicable requirements of DOT-SSRBC Section 913. Shell shall be washed to remove clay and other undesirable materials.
SECTION 9 - ROADWAY CONSTRUCTION

9.01 GENERAL

The Work in this section includes construction of roads, alleys, driveways, parking areas, curbs, gutters, sidewalks, and other related construction.

Excavation, grading, and concrete used to complete this Work shall conform to the applicable Technical Specifications sections, unless otherwise modified herein or on the Plans.

All paving materials shall conform to the Technical Specifications section headed "Paving Materials."

Hex block sidewalk, brick pavers, and granite curb shall be carefully salvaged and delivered to the City Utilities Complex Yard as directed by the Engineer.

Technical Specifications referencing pertinent sections and articles of DOT-SSRBC pertain to Florida Department of Transportation "Standard Specifications for Road and Bridge Construction, 2000 Edition."

9.02 DATA TO BE SUBMITTED

The Contractor shall submit shop drawings, and samples where specified, in accordance with the General Conditions, Article 36, for the following materials:

- Stabilization
- Base
- Asphalitic Concrete
- Concrete
- Reclaimed Concrete
- Brick
- Expansion Joints
- Prime and Tack Coats

The Contractor shall submit to the City in writing the proposed asphalt design mixes and sufficient samples for study and testing.

9.03 STABILIZED SUBGRADE

The roadway subgrade shall be stabilized, as shown on the Plans for the various types of paving, and compacted to a minimum density as specified in the Technical Specifications section headed "Excavation and Backfill." Existing soils, approved by the Engineer, may be reused in the stabilized areas. Unsuitable material, including rock, organic matter, muck, and other material determined by the Engineer to be unsuitable, shall be removed as specified in the Technical Specifications section headed "Excavation and Backfill."

After the excavated areas have been properly backfilled to the grade of the bottom of the stabilization, suitable stockpiled material may be used to stabilize the subgrade in a normal manner. Construction method and material shall conform to all applicable requirements of DOT-SSRBC Section 160, (Type B), and these Specifications.

The minimum Limerock Bearing Ratio (LBR) value shall be 40, unless noted otherwise on the Typical Roadway Section Details on the Plans.
9.04 ROADWAY BASE

The roadway base shall be constructed as shown on the Plans. Construction methods shall conform to all applicable requirements of DOT-SSRBC Sections 200, 204, 250, and 280. Applicable compaction tests will be conducted according to the Technical Specifications section headed "Excavation and Backfill."

9.05 PRIME AND TACK COATS

All limerock, shell, and reclaimed concrete base courses shall be given a prime coat, of the type and rate as specified in DOT-SSRBC Section 300, prior to application of the asphaltic concrete surface. A tack coat shall be applied to limerock, shell, and reclaimed concrete base courses if the prime coat has lost its bonding effect, as ordered by the Engineer. Tack coats for hot bituminous courses shall be required between courses and for asphaltic base.

9.06 LEVELING COURSE (Asphaltic Concrete Overbuild Course)

Where required as shown on the Plans or as directed by the Engineer, an overbuild course shall be applied to correct and/or change the existing cross slope. Construction materials and workmanship shall conform to the applicable requirements of DOT-SSRBC Sections 330 and 333.

9.07 ASPHALTIC CONCRETE PAVEMENT

All asphalt pavement shall be constructed of asphaltic concrete of type and thickness as shown on the Plans and placed where directed by the Engineer. Construction material and workmanship shall conform to applicable requirements of DOT-SSRBC Sections 320, 330, 331, and 332, and the Technical Specifications section headed "Paving Materials."

Unless specified elsewhere, all asphaltic concrete shall be plant mixed Type SP-1 mix as specified. Asphaltic concrete shall be placed and compacted to provide a minimum thickness as specified or as shown on the Plans.

Upon delivery of the asphaltic concrete mix to the construction site, the City will obtain samples in accordance with ASTM D 979 and perform quality assurance testing of asphaltic concrete, on approximately 300-ton intervals, to determine conformance to the approved design mix. For materials delivered which show nonconformity with the properties of the approved mix, payment will be reduced according to the following schedule. Reductions in the unit price payment are cumulative, except aggregate gradation, as noted.

The following indicate the difference in the test of delivered material compared to the approved design mix, and the corresponding partial payment percentages to be applied to the unit price to be paid for the asphaltic concrete pavement in place.

<table>
<thead>
<tr>
<th>Deviation from Target Density</th>
<th>% Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.0 and above</td>
<td>100</td>
</tr>
</tbody>
</table>
9.07 to less than 98.0  95
96.0 to less than 97.0  90
Less than 96.0  75, if accepted by Engineer

Where % of Target Density = \( \frac{\text{Average Density of Cores}}{\text{Target Density}} \times 100 \)

And Target Density is \( 0.96 \times \) Mix Design Density

The Engineer reserves the right to reject and require the removal of asphaltic concrete pavement with a field density less than 96.0% of target density.

**Deviation from Mix Design - Aggregate Gradation Percentages:**

<table>
<thead>
<tr>
<th>Sieve</th>
<th>100% Payment</th>
<th>95% Payment</th>
<th>80% Payment, if accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 4</td>
<td>0.0 to 7.0</td>
<td>7.1 to 10.00</td>
<td>Over 10.00</td>
</tr>
<tr>
<td>No. 10</td>
<td>0.0 to 5.5</td>
<td>5.51 to 8.50</td>
<td>Over 8.50</td>
</tr>
<tr>
<td>No. 40</td>
<td>0.0 to 4.5</td>
<td>4.51 to 7.50</td>
<td>Over 7.50</td>
</tr>
<tr>
<td>No. 200</td>
<td>0.0 to 2.0</td>
<td>2.01 to 2.80</td>
<td>Over 2.80</td>
</tr>
</tbody>
</table>

Note: If 2 or more payment adjustments for aggregate gradation occur, only the larger will apply.

**Deviation from Mix Design - Asphalt Content:**

<table>
<thead>
<tr>
<th>% Asphalt Extraction</th>
<th>% Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0 to 0.55</td>
<td>100</td>
</tr>
<tr>
<td>0.56 to 0.65</td>
<td>95</td>
</tr>
<tr>
<td>0.66 to 0.75</td>
<td>90</td>
</tr>
<tr>
<td>Over 0.75</td>
<td>80, if accepted by Engineer</td>
</tr>
</tbody>
</table>

**Thicknss:** In addition to other criteria, payment will be reduced for asphaltic concrete pavement thickness that is less than as specified or as shown on the Plans. Partial payment will be based on city block averaged measurement of corings of in-place asphaltic concrete pavement according to the following schedule:

<table>
<thead>
<tr>
<th>Average Thickness Deficiency</th>
<th>% Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1/4 inch</td>
<td>75</td>
</tr>
<tr>
<td>Greater than 1/4 inch</td>
<td>0 or overlay to meet or exceed specified thickness, as directed</td>
</tr>
</tbody>
</table>

**Testing and Acceptability:** The thickness and density of pavement shall be sampled and evaluated for payment between city blocks as measured from center line to center line of street intersections. The thickness and density of the pavement shall be determined in accordance with ASTM D 3549 and FM 1-T166, from cores at intervals no greater than 300 feet, with a minimum of 2 cores per city block; cores shall be at least 2-inch in diameter. Samples shall be taken at points on the cross section and along the roadway as selected by the Engineer, and the results averaged for that block. The Contractor may request a maximum of 4 additional cores per block at locations selected by him and at his expense.

The Contractor shall overlay areas which are determined to be excessively thin or excessively deficient in density, as directed by the Engineer. The use of city block averaging will not constitute a waiver of any kind to conforming to the requirements of the Plans and these Specifications.
Testing procedures for the aforementioned criteria will be performed in accordance with the methods described in *Manual of Florida Sampling and Testing Methods*, by the Florida Department of Transportation, Office of Materials and Research. The corresponding designations for these testing methods are as follows:

- Lab Density: FM 1 - T166
- Field Density: FM 1 - T166
- Aggregate Gradation: FM 1 - T030
- % Asphalt Extraction: FM 5 - 544
- Stability: FM 5 - 511

### 9.08 CONCRETE SIDEWALKS AND DRIVEWAYS

Construction of new concrete sidewalks and driveways shall conform to applicable requirements of DOT-SSRBC Section 522, and as shown on the Plans.

Where new construction is to be tied into existing facilities, the old material shall be removed back to the nearest construction joint, or sawcut to a straight line as directed by the Engineer.

Sidewalk curb ramps shall be constructed at all designated pedestrian locations where sidewalks meet the curb. Those existing sidewalks which are removed to accomplish associated Work as a part of this Project shall be replaced with a new sidewalk and curb ramp when the sidewalk meets the curb. Construction of sidewalk curb ramps shall be in accordance with City Standard details or as directed by the Engineer.

Concrete pour for walk construction shall be made only on dampened subgrade. A soft broom finish shall be given the walk surface as directed by the Engineer.

New sidewalks shall be 4 inches thick unless otherwise shown on the Plans.

Sidewalks crossing driveways and residential concrete driveways shall be 5 inches thick and shall include placing a single layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

Commercial concrete drives shall be 6 inches thick with a double layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

### 9.09 CURBS, GUTTERS, AND VALLEY GUTTERS

All new curbs, gutters and valley gutters shall be constructed of concrete to alignments as shown on the Plans and as directed by the Engineer. Materials and workmanship shall conform to applicable requirements of DOT-SSRBC Section 520 and these Specifications. Expansion joints with 1/2-inch bituminous strip or approved equal shall be installed 50 feet on centers and struck joints 3/4-inch in depth, 10 feet on centers. All reinforcing steel shall be securely tied in position within the forms prior to the pouring of concrete. Wire chairs (or approved equal) shall be used to secure reinforcing steel for Type A curb and elsewhere if feasible.

Drop curbs shall be constructed at driveways, alleys, and pedestrian ramps along the Project length, or at locations directed by the Engineer.
9.10 SHALLOW PIPES

Storm drains and pressure pipes (sanitary force mains and water mains) may in some cases encroach into the stabilized base or the base to be constructed as part of the roadway. Extreme caution shall be exercised by the Contractor to protect shallow pipes during stabilization and base compaction. Where shallow storm drains and/or pressure pipes encroach into the area to be stabilized, the Contractor shall provide properly compacted, as specified, base material in 3 lifts around the pipe and to a distance of 12 inches horizontally beyond the outside of the pipe to the depth of the required stabilization unless the Plans call for a different depth.

9.11 ADJUSTMENT OF EXISTING MANHOLE COVERS AND VALVE BOXES

The Contractor shall make vertical adjustments to existing manhole covers and valve boxes within or adjacent to all proposed construction. Covers and valve boxes shall be adjusted to elevations compatible to proposed roadway or parkway grades. Manhole cover rim grades shown on the Plans are approximate.
SECTIONS 10 THROUGH 12 -- NOT USED
Technical Specification
Section 10-12
Project No. 11236-117
Crisp Park Boat Ramp Improvements

NO TEXT THIS PAGE
SECTION 13 - SURFACE RESTORATION

13.01 GENERAL

The Work in this section includes restoring and maintaining pavements and pavement bases, curbing, sidewalks, driveways, and grass surfaces that are disturbed, damaged, or destroyed during the course of the Work under this Contract.

The quality of workmanship and materials used in the restoration shall produce a surface equal to or better than the condition before the Work began.

Prior to restoration, the Contractor shall saw cut and remove all existing pavement within 2 feet of the edge of the excavation, or within such widths as may be ordered by the Engineer.

Compaction of soil and base materials shall be tested using the AASHTO T 180 method.

Surface restoration workmanship and materials shall conform to the applicable sections of the DOT-SSRBC.

All dirt areas disturbed shall be restored with sod, unless otherwise specified.

The City reserves the right to delete any or all of the restoration work.

13.02 ROADWAY RESTORATION

Where the installation of pipe or structures occurs within an existing roadway, the limits of excavation shall be saw cut leaving a straight and square edge. The upper portion of the trench backfill shall be replaced with a compacted shell, crushed (reclaimed) concrete, or limerock base as shown on the Plans, and paved to match the surrounding surface. Replacement base material shall be the same as the existing base. Roadway restoration shall conform to the detail for "Flexible Pavement Restoration."

13.03 TEMPORARY PAVEMENT

Immediately upon completion of backfilling, the pavement surfaces damaged or destroyed shall be temporarily restored by placing a shell (DOT-SSRBC Section 913), crushed (reclaimed) concrete (DOT-SSRBC Section 204 applicable sections), or limerock (DOT-SSRBC Section 911) base on the backfilled, compacted subgrade, and an adequate temporary asphaltic patch as shown or as approved by the Engineer. Shell, crushed (reclaimed) concrete, or limerock shall be used as a base for all bituminous pavements.

Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid or until final acceptance of the Work.
13.04 SHELL BASE

Shell base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of DOT-SSRBC Section 250. The minimum compacted thickness of shell base shall conform to the detail for "Flexible Pavement Restoration."

13.05 LIMEROCK BASE

Limerock base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of DOT-SSRBC Section 200. The minimum compacted thickness of limerock base shall conform to the detail for "Flexible Pavement Restoration."

13.06 CRUSHED (RECLAIMED) CONCRETE BASE

Crushed (reclaimed) concrete base shall be constructed on the prepared subgrade to not less than 98 percent of maximum density, in accordance with the requirements of DOT-SSRBC Section 204. The minimum compacted thickness of crushed (reclaimed) concrete base shall conform to the detail for "Flexible Pavement Restoration."

The minimum limerock bearing ratio (LBR) value shall be 150.

13.07 ASPHALTIC CONCRETE PAVEMENT

A prime coat shall be applied to the prepared base in accordance with DOT-SSRBC Section 300 prior to permanent asphaltic concrete pavement.

Unless specified elsewhere, all permanent asphaltic concrete pavement replacement shall be Type SP-1 and shall be constructed in accordance with the requirements of DOT-SSRBC Sections 320, 330, and 331. Compacted thickness shall conform to the detail for "Flexible Pavement Restoration."

13.08 BRICK PAVEMENT

Construction of brick pavement shall follow the details as shown on the Plans and City standard practice using City standard paving brick or red clay brick conforming to ASTM C 32, Grade SS with City standard dimensions.

Streets with exposed brick surface shall be restored with brick. Brick pavers removed from streets that are not to be restored with brick shall remain the property of the City of St. Petersburg. Bricks not required for restoration, even those that have been overlaid with asphalt, shall be delivered by the Contractor to the City of St. Petersburg Maintenance Storage Yard, 3rd Avenue North and 17th Street. Brick streets that are restored shall be restored to a condition of a new well-defined and contoured cross section with a surface appearance equal to or better than that which previously existed.
Bricks which are broken or damaged by the Contractor shall not be reused. Replacement bricks shall be purchased from the Maintenance Storage Yard. The Contractor shall obtain the current brick charge from the Stormwater, Pavement and Traffic Operations Department, Pavement Maintenance, phone 893-7260.

Brick street abutting asphalt pavement shall have a minimum 6-inch-wide flush Type A Header Curb.

**13.09 CURB AND GUTTER**

All permanent restoration of street curb, or curb and gutter, shall be of the same type and thickness as the curb, or curb and gutter, which abuts. The grade of the restored curb, or curb and gutter, shall conform to the grade of the existing adjacent curb, or curb and gutter, so that positive drainage is maintained.

**13.10 CONCRETE SIDEWALK**

The restoration and construction of concrete sidewalks shall conform to applicable requirements of DOT-SSRBC Section 522 and the Plans, and shall be constructed where shown on the Plans and directed by the City. Sidewalk expansion joints with bituminous filler shall be installed at a maximum of 50-foot intervals on center, and struck joints shall be spaced equidistant with walk width (joints wider than 6 feet shall be spaced as directed by the City). Where new construction is to be tied into existing facilities, the old material is to be removed back to the nearest construction joint, or sawcut to a straight line as directed by the Engineer. The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density.

New sidewalks shall be 4 inches thick. Concrete pour for walk construction shall be made only on dampened subgrade. A soft broom finish shall be given the walk surface as directed by the Engineer.

Sidewalks crossing driveways shall be constructed according to the Specifications for concrete driveways.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb or where directed by the Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate proposal item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk and the minimum length shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement and no separate payment will be made therefore.
13.11 HEXAGON BLOCK SIDEWALK

The restoration and construction of hexagon block sidewalks shall conform to the details shown on the Plans and City standard practice using City standard hexagon blocks.

The soil under sidewalks and driveways shall be compacted to 98 percent of the maximum density. New hexagon block sidewalks shall be 2 inches thick.

Curb ramps for physically handicapped shall be constructed at all locations where sidewalks cross the curb, or where directed by the Engineer. Those existing sidewalks which are removed to accomplish associated work as a part of this Project shall be replaced with a curb ramp when the sidewalk crosses the curb. The cost of curb ramps shall be included in the appropriate Pay Item for sidewalk restoration.

Where sidewalks are replaced, the replacement shall be the full width of the walk. Restoration of adjacent grass is incidental to sidewalk replacement and no separate payment will be made therefore.

Hexagon block removed from a sidewalk that is not to be restored with hexagon block shall remain the property of the City of St. Petersburg. Hexagon block not required for restoration shall be delivered by the Contractor to the City of St. Petersburg Maintenance Storage Yard, 3rd Avenue North and 17th Street. Hexagon block that is broken or damaged by the Contractor shall not be reused. Replacement hexagon block may be purchased from the Maintenance Storage Yard. The Contractor shall obtain the current hexagon block charge from the Stormwater, Pavement and Traffic Operations Department, Pavement Maintenance, phone 893-7260.

13.12 DRIVEWAY AND PARKING LOT

Except as otherwise specified, all permanent restoration of base and surface of driveways, parking aprons, and sidewalks shall match the materials, thicknesses, elevations, lines, and grades of the existing construction, all to the Engineer's satisfaction. Patching of Portland cement driveway areas will not be allowed between joints or dummy joints.

For areas where streets are to be paved, or where more than 50 percent of the driveway apron is disturbed, concrete or brick driveways shall be replaced in kind. All other driveways, including shell and dirt, shall be restored with an asphalt concrete surface from the street to the property line or front of sidewalk, as directed by the Engineer.

All base compaction under driveways shall be to a minimum density of 98 percent of the maximum density.

13.13 DRIVEWAY - ASPHALT

Residential asphalt driveway restoration shall include 1-inch thick asphalitic concrete surface over 2 inches of compacted sand-asphalt hot mix base, or 5 inches of compacted limerock or shell base.
Commercial asphalt driveway restoration shall be constructed of 1-inch thick asphaltic concrete surface over 8 inches of limerock base compacted in 2 lifts.

13.14 DRIVEWAY - CONCRETE

The restoration and construction of concrete driveways shall conform to applicable requirements of DOT-SSRBC Section 522 and the Plans, and shall be constructed where shown on the Plans and directed by the Engineer.

Residential concrete driveway restoration shall be 5 inches thick and shall include placing a single layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

Commercial concrete driveways shall be 6 inches thick with a double layer of 6-inch by 6-inch wire mesh (WWF 6 x 6 - W1.4 x W1.4).

13.15 DRIVEWAY - PEA GRAVEL

Where less than 50 percent of the driveway apron is disturbed, peagravel driveways shall be restored to match the existing driveway. Peagravel driveway restoration shall include asphalt treated shell base 5 inches thick after compaction to a minimum density of 98 percent of the maximum.

13.16 DRIVEWAY - SHELL

Where less than 50 percent of the driveway apron is disturbed, shell driveways shall be restored to match the existing driveway. Shell driveway restoration shall be 5 inches thick after compaction to a minimum density of 98 percent.

13.17 GRASS

A. Seeding

Seed shall be sown as soon as practical after paving, pipeline, or other work has been completed.

Seeding where shown or ordered shall be accomplished in a manner satisfactory to the Engineer. All work and materials shall meet the applicable requirements DOT-SSRBC, Sections 570, 981, and 982. Prior to seeding, fertilizer shall be applied at a rate as recommended by the manufacturer.

The type grass seed to be sown shall be of the same variety as the grass removed or as is predominately adjacent, as approved by the Engineer. Seed sown in cooler months, which will not germinate until spring, shall be over seeded with Rye grass seed or other approved winter variety.
B. **Sodding Within Street Rights-of-Way**

Sod shall be planted as soon as practical after paving, pipeline, or other work has been completed.

All work and materials shall meet the applicable requirements DOT-SSRBC Section 575 (Sodding).

Sodding shall be done as directed by the Engineer, using only material which, in the opinion of the Engineer, is healthy and free of weeds, and (unless specified otherwise by the Engineer) of the same variety predominating at time of removal. Sod may be St. Augustine, Bahia, or other varieties as selected by the Engineer.

Sod shall be planted within 72 hours of being cut. Only moist, green sod having a virile root system may be planted. Sod shall be cut into adjacent sod to provide a smooth surface, and "top dressed" where necessary. Sod shall be rolled or tamped after planting to provide a uniform and consistent grade.

C. **Grass Maintenance**

The Contractor shall properly water and otherwise maintain all seeded and sodded areas for a minimum of 60 consecutive calendar days after completion of seeding or sodding operations. After the 60 days, and upon receipt of written request from the Contractor, the Engineer will inspect the areas for acceptance by the City. Any area that is washed or eroded, fails to show a uniform stand of healthy, vigorous grassing, or does not appear to be otherwise developing satisfactorily, shall be reseeded or resodded and maintained until suitable for acceptance by the Engineer.

In the event that the stand of grass is found to be contaminated by weeds or other undesirable growth, the Contractor will be required to effectively eliminate such undesirable growth at his own expense.

### 13.18 EXPANSION JOINT MATERIAL

Expansion joint material for concrete pavement surfaces, including sidewalks and driveways, shall be the bituminous strip type, 1/2-inch thick, and shall conform to applicable requirements of DOT-SSRBC Section 932.
SECTION 14 - MISCELLANEOUS WORK

14.01 GENERAL

The Work in this section includes miscellaneous items that have not been included in other Technical Specifications sections or on the Plans. Work includes riprap, replacement of existing sanitary sewer pipes in close proximity to water mains or other construction, concrete encasement of pipes or conduits, guardrail, handrail, fence, and groundwater contamination containment.

14.02 RIPRAP

Riprap shall be placed as directed by the Engineer at locations indicated on the Plans. Materials, construction method, and method of measurement shall conform to requirements of DOT-SSRBC Section 530, except for the following requirements.

Riprap shall contain no deleterious silts, organics, biodegradables, or solvable materials, and shall contain no reinforcing steel or any other metals. No riprap shall be placed over or within a seagrass bed community. Turbidity curtains or similar devices, where required, shall be utilized to prevent violation of state water quality standards (see Technical Specifications "SECTION 1 - GENERAL" article entitled "Prevention, Control, and Abatement of Erosion and Water Pollution").

For sand-cement riprap, scrim reinforced paper sacks are not acceptable.

Rubble riprap shall have a minimum dimension of 6 inches in any direction and a maximum 3:1 ratio of material length-to-width. Each piece of rubble riprap shall weigh a minimum of 50 pounds. Rubble riprap shall be placed on an acceptable filter fabric liner, and on no slope greater than 2 feet horizontal to 1 foot vertical. If the toe of slope is below the mean high water line of an open body of water, the filter fabric liner shall extend waterward a minimum of 3 feet or as directed by the Engineer.

14.03 SANITARY SEWER REPLACEMENT

Existing sanitary sewers shall be replaced with appropriate diameter PVC pressure pipe at locations and for lengths indicated on the Plans. All such replacements of 18 linear feet or less shall be made with a single length of pipe. All connections of existing pipe to replacement pipe shall be by Flex-Seal Adjustable Repair Coupling Series MR-ARC with Series 316 stainless steel shear rings as manufactured by Mission Rubber Company or approved equal.

PVC pressure pipe shall conform to ANSI/AWWA C900, DR18, for sizes up to 12-inch in diameter, or ANSI/AWWA C905, DR25, for sizes 14-inch through 36-inch.

PVC pipe shall be manufactured of solid green color, or white with approved continuous green ink lettering.
PVC pipe replacement lengths shall include green metallic identification tape, in 5-foot lengths, placed 1 foot above the pipe.

14.04 CONCRETE ENCASEMENT OF EXISTING UTILITIES

Existing sanitary sewers or other utilities shall be encased in portland cement concrete, conforming to DOT-SSRBC Section 346 and Technical Specifications “SECTION 3 - CONCRETE, MASONRY AND REINFORCING STEEL,” 2,500 psi, at locations and to dimensions indicated on the Plans, or as directed by the Engineer.

14.05 GUARDRAIL

Guardrail is to be placed in locations as specified in the Plans. The materials and method of construction shall be in accordance with DOT Index No. 400 and DOT-SSRBC Section 536.

14.06 CHAIN-LINK FENCE

Chain-link fence shall be DOT Type B and shall be placed at locations as specified in the Plans. The materials and method of construction shall be in accordance with DOT Index No. 452 and DOT-SSRBC Section 550. Cantilever slide gate construction shall be in accordance with DOT Index No. 453. The materials used for the fence and gate construction shall be galvanized steel option only. The chain-link fabric shall be dark green Type IV vinyl-coated fabric. All hardware components including posts, braces, and rods, shall be powder-coated to match the dark green vinyl-coated fabric.

14.07 ALUMINUM HANDRAIL

Aluminum handrail shall be placed in locations as shown on the Plans. The materials and method of construction shall be in accordance with DOT Index No. 860.
SECTIONS 15 THROUGH 19 -- NOT USED
Technical Specification
Section 15-19
Project No. 11236-117
Crisp Park Boat Ramp Improvements

NO TEXT THIS PAGE
SECTION 20 - PAY ITEM DESCRIPTIONS

20.01  EXPLANATION AND DEFINITIONS

It is the intent of the City to itemize major construction associated with the Project as Pay Items in the Proposal, and specify method of measurement and payment for all listed Pay Items. As may be noted below, incidental work which may be associated with a specific Pay Item is to be included in the cost proposed by the bidding contractor for that Pay Item. The City will not allow for additional compensation beyond those Pay Items included in the Proposal. It is important therefore that all Bidders fully acquaint themselves with all Plans, Specifications, City Standard Details, and other details pertaining to the Work.

Work not shown or called out in either the Plans or the Specifications, but necessary in carrying out the intent of the Project 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. No additional compensation will be considered for this associated and necessary Work.

There are no contingency Pay Items designated for this project.

20.02  PAY ITEM DESCRIPTIONS

Pay Item 1- Crisp Park Boat Ramp

Payment will include mobilization costs associated with preparatory work and operations necessary to begin work on the Project, including but not limited to those operations necessary for the movement of personnel, equipment, supplies, project signage, and incidentals to the Project site(s), and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities as required by the Plans and Specifications and all applicable federal, state, and local laws and regulations.

The cost of bonds and any other required insurance, consideration for indemnification to the City and the Engineer, and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this Pay Item.

Work will also include site preparation and also on-site traffic control during construction, clearing and grubbing, demolition, removal, and disposal of existing concrete and flexible pavement, sidewalks, and removal and disposal of existing ramps. Also grading activity and excavation necessary to prepare the surface for construction of the work, new concrete approach, asphalt patching, and rip rap.

Pay Item 2- Allowance for Unforeseen Conditions

Allowance. The Proposal includes an allowance for various extra work contingencies. Any amount of extra work and/or alterations to the proposed Work charged to the allowance shall be fully documented and authorized by the Engineer as follows.
A. The Contractor shall include in the Contract Total Price the allowance so named in the Proposal Form.

B. The Contractor shall not proceed on any additional Work to be covered by the allowance until authorized in writing by the Engineer.

C. The Contractor shall cause the Work so covered to be done by such subcontractors or suppliers, and for such sum within the limit of the allowance as authorized by the Engineer.

D. The allowance shall not be used for incidental work shown on the Plans or specified in the Contract Documents, or for other work required to render the Project complete.

END OF SECTION
PROPOSAL, BID BOND, AGREEMENT
and PUBLIC CONSTRUCTION BOND FORMS
Proposal

To The Mayor
City of St. Petersburg,
Florida

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

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of Bids; that he has satisfied himself relative to the Work to be performed.

The Bidder further declares that he has accurately responded to all questions on the Questionnaire section of this Proposal and has the specified pre-qualifications.

The Bidder proposes and agrees, if this Proposal is accepted, to Contract with the City of St. Petersburg, Florida, in the form of Contract specified for

Crisp Park Boat Ramp Improvements

St. Petersburg, Florida, Project No. 11236-117, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the plans, specifications, and contract documents to the full and entire satisfaction of the City of St. Petersburg, Florida.

Acknowledgment of Addenda received:

ADDENDUM NO. _______________ Dated_______________, 20____
ADDENDUM NO. _______________ Dated_______________, 20____
ADDENDUM NO. _______________ Dated_______________, 20____
ADDENDUM NO. _______________ Dated_______________, 20____
Proposal
The Bidder proposes to furnish all material and equipment and perform all Work for the following prices:
The Bidder shall provide unit prices in the yellow spaces provided:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>($) Unit Price</th>
<th>($) Total Price</th>
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<td>Crisp Park Boat Ramp</td>
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<td>LS</td>
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<td>2</td>
<td>Unforeseen Conditions</td>
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<td>LS</td>
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Contract Base Bid $
PROPOSAL

The Bidder further proposes and agrees to commence Work under this Contract within ten (10) consecutive calendar days after the date contained in the written Notice to Proceed and to fully complete all Work under this Contract within the time specified in the Agreement from (and including) the date contained in the written Limited Notice to Proceed.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written Notice of Award of the Contract, the check or Bid Bond accompanying this Bid, and the monies payable thereon, shall be paid into the funds of the City of St. Petersburg, Florida, as liquidated damages for such failure; otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check, cashier’s check or Bid Bond in the amount of:
__________________________________ Dollars ($_____________) or __________ Percent (____%)

made payable to the City of St. Petersburg, Florida.

(Seal)

Address:_______________________________________ Company: _________________________________

_______________________________________ By: ______________________________________ (Name and Title)

FAX #: (______) ______________________________ Corporation No.: ____________________________

Phone: (______) ______________________________

E-Mail Address: ________________________________________________________________ (Signature)

The full names, titles and residences of persons and firms interested in the foregoing Bid, as principals, are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Residence Address</th>
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Date_____________________

(3)
PROPOSAL

QUESTIONNAIRE

The undersigned warrants the truth and accuracy of all statements and answers herein contained apply to the Bidder. If statements apply to the Bidder operating under a name other than the name of the Bidder, an explanation shall be attached. Include additional sheets if necessary.

1. How many years has your organization been in business as:
   a) A contractor using the current name: ________________________________
   b) A subcontractor using the current name: ______________________________
   c) A contractor, or subcontractor, using an organization name other than that for which this bid is submitted: __________________________

2. Previous Name(s) of organization or acquisitions; beginning and ending date(s) of those previous names:
   a) ___________________________________________________________________
   b) ___________________________________________________________________
   c) ___________________________________________________________________

3. Current Contractor Company or Individual Name to Whom License(s) Classification Issuing Government License is Issued License is Issued Number
   a) ___________________ _______________ ___________ _______ _______________
   b) ___________________ _______________ ___________ _______ _______________
   c) ___________________ _______________ ___________ _______ _______________
   d) ___________________ _______________ ___________ _______ _______________

4. The resident Superintendent proposed to be assigned to this Contract is: __________________________. The experience profile for the named person is attached. If a substitution must be made, the name and experience profile of the substituted Superintendent will be submitted to the City at, or before, the pre-construction meeting (General Conditions Article 30.2) for approval by the City. The City reserves the right to reject the proposed Superintendent based on a lack of experience. Adequate experience is generally considered as a working superintendent on three or more projects, similar in size and scope, as the one being bid.
PROPOSAL

5. Have you personally inspected the site of the proposed work? Yes [ ] No [ ]
   Based on your site visit, describe any anticipated problems with the site and your proposed solutions:
   ________________________________________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

6. Number of full-time employees directly on bidder's payroll as of bid date:
   a) administrative: ___________  b) construction: ___________
   c) other: ___________  d) total: ___________

7. Will you subcontract any part of this work? If so, describe which portions:
   ________________________________________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

8. Please list below the names and addresses of the Subcontractors, including City Certified Small Business Enterprise Subcontractors, to be used for the portions of the work listed above.
   ________________________________________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

9. What equipment do you own that is available for the work?
   ________________________________________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________
10. What equipment will you purchase for the work?

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

11. What equipment will you rent for the work?

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

12. All Bidders are hereby advised that the City will only accept bids from qualified contractors who have successfully completed a minimum of: three (3) projects during the past five (5) years of a similar type as the project being bid, and whose Project Superintendent has also successfully completed a minimum of three (3) projects of a similar type (as defined below), during the past five (5) years. Failure to demonstrate compliance to the following qualification requirements will render the bid non-responsive.

a). A major boat ramp or other underwater slab construction project requiring coffer dam system with a construction cost of $100,000 or more. Either General Contractor or Subcontractor shall fulfill this requirement.

The following are representative projects conforming to the above-listed requirements:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Superintendent</th>
<th>Owner</th>
<th>Contact Person</th>
<th>Telephone</th>
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13. Describe and give the date of the last project listed above that you have completed similar in type, size and nature as the one proposed:

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

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

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

15. Contractor’s references: Individuals or corporations for which you have performed work and to which you refer:

<table>
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<tr>
<th>Name</th>
<th>Phone</th>
<th>Address</th>
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</tbody>
</table>

Attach available letters of reference from above individuals or corporations.

16. List the following in connection with the Surety which is providing the Bid Bond:

Surety’s Name: _____________________________________________________________

Address: ______________________________________________________________

________________________________________________________________________

________________________________________________________________________

Name and address of Surety’s resident agent for service of process in Florida:

________________________________________________________________________
17. **Cooperative Purchasing**
We agree to sell the items on this contract to any member of the Cooperative Purchasing Program. A negative reply will not adversely affect consideration of your proposal, except in the cases of tie bids where all other factors are equal. All deliveries are to be F.O.B. destination.
  
  Yes __________  No__________

18. **Small Business Enterprise Proposed Percent Utilization:** ________%
Check one or more of the following:

  ___ “Letter(s) of Intent to Perform as a Certified SBE Subcontractor” attached to proposal.
  ___ Documentation of Good Faith Effort by Contractor attached to proposal.

19. I certify that the above questionnaire information is true and correct to the best of my knowledge:

  Company_______________________________     By_______________________________
  (Name & Title)

  (Signature)

  Address:     Phone:
  ___________________________   (____) _____________________
  ___________________________   Date: ____________________
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.

1. This sworn statement is submitted to ____________ City of St. Petersburg, Florida ______________ (print name of the public entity)

by _______________________________ for _________________________________________ (print individual’s name and title)          (print name of entity submitting sworn statement)

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 Paragraph 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand the “convicted” or “conviction” as defined in Paragraph 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.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
Florida Statutes-Public Entity Crimes, cont’d.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or 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 for the provision of goods or services 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_________________________ ______________________
(signature) (date)

STATE OF ______________________
COUNTY OF ______________________

Personally appeared before me, the undersigned authority, ____________________________ 
(name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided on this ____________ day of __________________, 2013.

____________________________
(Seal)

NOTARY PUBLIC
THIS AGREEMENT, made and entered into on the _____ day of ______________, 2013, by and
between ________________________________, party of the first part and the City of
St. Petersburg, Florida, party of the second part.

WITNESSETH:
That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as
follows:

a) That the first party shall furnish all material and perform all of the work for:

Crisp Park Boat Ramp Improvements

St. Petersburg, Florida, Project No. 11236-117, and in full and complete accordance as
provided by the following enumerated Plans, Specifications, and Documents which are
made a part hereof as if fully contained herein:

<table>
<thead>
<tr>
<th>Proposal</th>
<th>Agreement</th>
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<tbody>
<tr>
<td>Instructions to Bidders</td>
<td>Public Construction Bond</td>
</tr>
<tr>
<td>Execution of the Contract</td>
<td>Certificates of Insurance</td>
</tr>
<tr>
<td>General Conditions</td>
<td>Addenda</td>
</tr>
<tr>
<td>Technical Specifications</td>
<td>Appendix</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>Advertisement for Bids</td>
</tr>
<tr>
<td>Plans</td>
<td></td>
</tr>
</tbody>
</table>

That the Bidder proposes and agrees to commence Work under this Contract within ten (10)
consecutive calendar days after the date contained in the written Notice to Proceed, and to
fully complete all Work under this Contract within forty-five (45) consecutive calendar
days from (and including) the date contained in the Written Notice to Proceed.

a) The second party hereby agrees to pay at the time and in the manner set forth in the
Specifications to the first party for the faithful performance of this Agreement, subject to
additions and deductions as provided in the Specifications or Proposal, in lawful money of
the United States, the price set forth in the Proposal ($______________) heretofore
submitted to the City by the Contractor, a copy of said Proposal being a part of these
Contract Documents.

b) It is mutually agreed between the parties hereto that time is of the essence in this Contract,
and in the event that the Work is not completed within the time stipulated, it is further agreed
that from the compensation otherwise to be paid to the Contractor, the second party may
retain the amount specified in Article G-3, LIQUIDATED DAMAGES, of the General
Conditions, for each calendar day that the Work remains incomplete beyond the time limit,
which sum shall represent the actual damages which the Owner will have sustained per day
by failure of the Contractor to complete the Work within the time stipulated, and this sum is
not a penalty, being the stipulated damages the second party will have sustained in event of
such default by first party.
c) It is further mutually agreed between the parties hereto that, if at any time after the execution of said Agreement and the Public Construction Bond hereto attached for its faithful performance, the second party shall deem the Surety or sureties upon such Public Construction Bond to be unsatisfactory or, if for any reason such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense within ten (10) days after the receipt of notice from the second party so to do, furnish an additional bond or bonds in such form and amount, and with such Surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under the Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the second party.

d) When the Work to be accomplished under this Contract has been completed in accordance with the Plans and Specifications and accepted by the City of St. Petersburg, it is mutually agreed and understood that the Contractor, together with his Surety, shall fully and unconditionally guarantee for a period of not less than one (1) year from date of final acceptance of Work by the City, all materials and labor (workmanship) incorporated in this project. (This guarantee shall be exclusive of any manufacturer’s guarantees or warranties exceeding this period).

IN WITNESS WHEREOF  the parties hereto have executed this Agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, to be deemed an original contract.

______________________________________________
(Company Name)

By: _____________________________________
(Signature of Corporate Officer)  (Seal)

______________________________________
(Print or Type Name & Title)

ATTEST:

______________________________________
(Corporate Secretary)

CITY OF ST. PETERSBURG, FLORIDA

APPROVED AS TO FORM:

By: ________________________________
City Clerk (Designee)

______________________________________
Procurement and Supply Management Director

By: ________________________________
City Attorney (Designee)

______________________________________
Date
Agreement

(Acknowledgment of Contractor, if a Corporation)

(State of Florida)
(County of _________________)
(City of _________________)

The foregoing instrument was acknowledged before me this ________ day of ______________________ 2013, by ____________________________________________
(name and title of officer or agent)

and _____________________________________ of ______________________________________
(name and title of officer or agent) (name of corporation)

a ______________________________ Corporation, on behalf of the corporation, he/she is (state of incorporation) (select)

personally known to me or has produced ____________________________as identification and (type of identification)

____________________take an oath; and appeared before me at the time of notarization.

(Did/did not)

The undersigned warrants that he/she is authorized by the Board of Directors (select)

of said ______________________________ to execute this Contract. (name of corporation)

NOTARY PUBLIC:

Sign: _______________________________

Print/Type: ____________________________

(Seal)
KNOW ALL MEN BY THESE PRESENTS:

That we, __________________________________________________________________________

(hereinafter called “Principal”)

and ______________________________________________________________________________

(hereinafter called “Surety”)

are held and firmly bound unto the City of St. Petersburg, Florida (hereinafter called “Owner”) in the sum of:

_________________________________________________ Dollars ($ __________________) lawful

money of the United States of America, for the payment of which sum well and truly to be made, we bind

ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these

presents:

WHEREAS, the “Principal” contemplates submitting or has submitted a Bid to the City of St. Petersburg, Florida for

Crisp Park Boat Ramp Improvements

St. Petersburg, Florida, Project No. 11326-117, and,

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier’s check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City of St. Petersburg, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid for the performance of said Contract, within ten (10) consecutive calendar days after written Notice of Award of the Contract.
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the “Principal” herein be accepted and said “Principal” within ten (10) consecutive calendar days after written Notice of Award, enter into a written Contract with the City of St. Petersburg, Florida, and furnish a Public Construction Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of St. Petersburg, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of St. Petersburg, Florida, and the “Surety” herein agrees to pay said sum immediately upon demand of said City of St. Petersburg, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said “Principal”.

IN WITNESS THEREOF, the said ______________________________________________________ as “Principal” herein, has caused these presents to be signed in its name by its __________________________ (corporate officer) under its corporate seal, and the said ______________________________________________________ as “Surety” herein, has caused these presents to be signed in its name by its __________________________ under its corporate seal, the _______ day of ________________, 2013.

Principal: ______________________________

By __________________________
(Signature of corporate officer)

____________________________________ (Seal)

(Print or type name and title)

Attest:

______________________________
Corporate Secretary

Surety:

______________________________
Surety Name

By __________________________

________________________________________
(Title)

Countersignature:

________________________________________

(2)
PUBLIC CONSTRUCTION BOND

Bond #________________

(STATE OF FLORIDA)

(COUNTY OF ___________)

(CITY OF_______________)

KNOW ALL MEN BY THESE PRESENTS:

That we,____________________________________________

(Company Name)

located at ___________________________________________, (___)_________________________,

(Principal Business Address) (Principal Business Phone Number)

and ______________________________________________________ (hereinafter called the “Surety”),

(Surety Name)

located at _______________________________________________, (___)_________________________,

(Surety Business Address) (Surety Phone Number)

are held and firmly bound unto the City of St. Petersburg, Florida (hereinafter called the "City") located at

One 4th Street North, St. Petersburg, FL 33701, phone: (727) 893-7220, in the penal sum of:

$________________ for the payment of which we bind ourselves, our heirs, personal representatives,

successors, and assigns, jointly and severally, for the faithful performance of a certain written construction

agreement, dated the ________ day of _____________, 2013, entered into between the Principal and the

City ("Contract") for:

Crisp Park Boat Ramp Improvements

St. Petersburg, Florida, Project No. 11236-117, a copy of which said Contract is made a part hereof as if

fully copied herein. The Project is located at: east of first street north, south of 40th Avenue NE and

consists generally, but not by way of limitation, of the following: demolition and disposal of two existing

concrete ramps, and replacement of same with concrete boat launching ramps with new concrete

approach. Also includes cofferdamming, turbidity barrier, asphalt removal and patching, and rip rap. and

other work as shown or implied in the plans to render a completed project.

NOW, THEREFORE, THE CONDITIONS of this bond are such that, if the Principal shall (i) in all respects

comply with the terms and conditions of the Contract (the Contract being made a part of this bond by

reference), including but not limited to the guarantee and warranty requirements, all obligations contained

in the Contract Documents (as defined in the Contract) and all modifications made to the Contract as

therein provided, for the original term of the Contract and any extensions which may be granted by the City,

with or without notice to the Surety; and (ii) promptly make payments to all claimants, as defined in Section

255.05(1), Florida Statutes, supplying labor, materials, or supplies used directly or indirectly in the

prosecution of the work provided for in the Contract; and (iii) pay the City all losses, damages, liquidated

damages, expenses, costs, and attorneys’ fees at trial and on appeal sustained by the City due to a default

by Principal under the Contract; and (iv) fulfill its obligations related to the guarantee and warranty of all

work and materials furnished under the Contract pursuant to the terms and conditions specified in the

Contract, then this bond shall be void; otherwise, it shall remain in full force.

This bond is meant to comply with all the requirements of Section 255.05, Florida Statutes, and

herewith incorporates all duties of a surety required by Section 255.05, Florida Statutes, and all

notice and time limitation provisions set forth in Section 255.05(2), Florida Statutes. Any action

instituted by a claimant under this bond for payment must be in accordance with the notice and

time limitation provisions set forth in Section 255.05(2), Florida Statutes.
The 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 the work to be performed there under or to the specifications accompanying the same shall in any way affect its obligations 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.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this ________ day of __________________ 2013.

____________________________________________
(Principal Name)

By: ________________________________________
(Signature of Corporate Officer)

____________________________________________
(Print or Type Name/Title)

(Seal)

ATTEST:

____________________________________________
(Signature of Corporate Secretary)

____________________________________________
(Print or type name of Corporate Secretary)

SURETY NAME

By:__________________________________________
Attorney-in-Fact

____________________________________________
(Print Name)

(Seal)

APPROVED AS TO FORM:

_________________________________
City Attorney (designee)

By:_____________________________________

Note: A copy of a power of attorney attested by the corporate secretary of the Surety evidencing the Attorney-in-Fact named above is currently authorized to execute this bond on behalf of the Surety must be attached to this bond.
PROJECT NO. 11236-117

PUBLIC CONSTRUCTION BOND

Acknowledgment of Principal, if a Corporation

(STATE OF FLORIDA)

(COUNTY OF______________ )

(CITY OF______________ )

The foregoing instrument was acknowledged before me this _____ day of _______________, 2013,
by __________________________________  of _________________________________________, a
(Name and Title of Officer)                      (Name of Principal)
___________________________ corporation, on behalf of said corporation.   He/She
(State of Incorporation)                      (select)

personally known to me or has produced ____________________________as identification.
(Type of Identification)

He/She warrants that he/she is authorized by the Board of Directors of said corporation
(select)                      (select)

to execute the foregoing instrument.

NOTARY PUBLIC:

Sign:______________________________

Print/Type: ______________________________

(Seal)
PUBLIC CONSTRUCTION BOND

Acknowledgment of Surety,
(Where Executed by Attorney-in-Fact, as Agent)

(STATE OF FLORIDA)

(COUNTY OF______________ )

(CITY OF______________ )

The foregoing instrument was acknowledged before me this _____ day of _______________, 2013,
by _________________________________________________________________________
(Name of Attorney-in-Fact)
as Attorney-in-Fact for _______________________________________________________,
(Name of Surety)
who is personally known to me or has produced _____________________________________
(select)                                      (Type of Identification)
as identification.

By virtue of a power of attorney from said corporation, a copy of which is attached hereto,
he/she is duly authorized to execute the foregoing instrument.
(select)

NOTARY PUBLIC:

Sign:_____________________________________

Print>Type: ________________________________

(Seal)