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 Municipal Marina Mooring Piling Replacement FY 13-14, Project No. 13073-119

**Bid No.:** 7694

**Pre-Bid Conference:** 1:30 p.m. ET, Wednesday, June 11, 2014

**Pre-Bid Location:** Municipal Services Center
One 4th Street North
Conference Room 500, 5th floor
St. Petersburg, FL 33701

Site Visits to be discussed at Pre-Bid

**Submittal Deadline:** 3:00 p.m. ET, Tuesday, July 1, 2014

**SBE Participation:** None Required

**Bonds:** Public Construction Bond 100 percent contract amount

**Bid Guarantee:** Bid Bond of 5% of the bid price

The work consists of furnishing all labor, materials, supplies and equipment necessary to completely remove and legally dispose of fifty (50) existing deteriorating piles of varying lengths. Contractor shall furnish and replace them with new timber piles, and install new North Quay Wall cleats as more particularly described in the plans and specifications.

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, FNIGP, 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](http://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 Friday, June 20, 2014.

Louis Moore, FNIGP, CPPO
Director, Procurement &
Supply Management

LM:ms

Attachments
City of St. Petersburg
Bid Notification
Procurement & Supply Management

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

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<tr>
<td>Procurement Analyst:</td>
<td>Michael Schlesinger, CPPB</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:michael.schlesinger@stpete.org">michael.schlesinger@stpete.org</a></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>727-893-7223</td>
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<td>Pre-Bid Meeting Location:</td>
<td>Municipal Services Center One 4th Street North Conference Room 500, 5th floor St. Petersburg, FL 33701</td>
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<td>Pre-Bid Conference:</td>
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<tr>
<td>Bid Opening:</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: 7694
Bid Opening Date: Tuesday, July 1, 2014
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: 7694
Issue Date: Tuesday, June 3, 2014
Date Due: Tuesday, July 1, 2014
Time Due: 3:00 p.m. ET

Buyer: Michael Schlesinger, CPPB
Phone: 727-893-7223
Fax: 727-892-5325
Email: michael.schlesinger@stpete.org

Purchase Description:
959-90 Municipal Marina Mooring Piling Replacement FY 13-14, Project No. 13073-119

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 ____________________________

D/B/A (if applicable) ____________________________

Mailing Address (PO Box or Street) ____________________________

Address ____________________________

City/State/Zip ____________________________

Authorized Signature ____________________________ Date __________

Print Name ____________________________ Title ____________________________

Phone No. ____________________________ Cell No. ____________________________

Authorized Representative ____________________________ Email ____________________________

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, including Pricing Pages and Questionnaire (7 pages)
- Florida Statutes On Public Entity Crimes form (Notarized) (2 pages)
- Bid Bond (2 pages) or acceptable alternative bid security
- Certificate of Liability Insurance *(on Acord Form)*
- Worker's Compensation Insurance Certificate
- Bid Addendum Acknowledgement forms (if applicable)
- Notification Label (attached to outside of bid packet)
- CD or Thumb Drive with PDF of Bid and complete Excel Pricing Page

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

Municipal Marina Mooring
Piling Replacement FY 13-14
ST. PETERSBURG, FLORIDA

PROJECT NO. 13073-119

Plans, specifications and details governing the Work to be accomplished under Project No. 13073-119 have been prepared by the City of St. Petersburg by Engineering & Capital Improvements Department, One Fourth Street North, St. Petersburg, Florida, 33701, and consist of Drawing Nos. 10943-01 through 10943-12 and 10943-14 through 10943-18 dated December, 2013.

All communication pertaining to this project shall carry the reference, "CITY PROJECT NO. 13073-119"

Thomas B. Gibson, P.E.
Engineering & Capital Improvements Director
CITY OF ST. PETERSBURG, FLORIDA

Approved on the assumption that the INSTRUCTIONS TO BIDDERS, EXECUTION OF THE CONTRACT, GENERAL CONDITIONS, PROPOSAL, AGREEMENT, BID BOND, and PUBLIC CONSTRUCTION BOND FORMS are the latest approved versions with the only variation being in the SUPPLEMENTAL INSTRUCTIONS TO BIDDERS and SUPPLEMENTAL EXECUTION OF THE CONTRACT which I have read and approved. These were the only CONTRACT STANDARDS SUPPLEMENTAL that were included. I assume a CERTIFICATE OF INSURANCE form will be included. No opinion is offered on the TECHNICAL SPECIFICATIONS or APPENDICES.

By: ____________________________
City Attorney (Designee)

Date: 5/19/14
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**Project No. 13073-119**

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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:

SBE: _____

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:

Economic Development Coordinator
Planning and Economic Development
Business Assistance Center
City of St Petersburg
P. O. Box 2842
St. Petersburg, FL 33731-2842
Telephone: (727) 893-7146
www.stpete.org/bac/sbe.asp (Certified SBE’s Search List)

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 Manager of Business Assistant Center.
14.8 Proposed Changes

Prior to changes taking place in the utilization of SBE Subcontractors after the bid opening, the Manager of Business Assistant Center 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 Manager of Business Assistance Center 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 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 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 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 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, one (1) set 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 one (1) 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:

- **AASHTO**: American Association of State Highway and Transportation Officials (successor to AASHO)
- **ACI**: American Concrete Institute
- **AISC**: American Institute of Steel Construction
- **AISI**: American Iron and Steel Institute
- **ANSI**: American National Standards Institute (successor to USASI and ASA)
- **AREA**: American Railway Engineering Association
- **ASHRAE**: American Society of Heating, Refrigerating, and Air Conditioning Engineers
- **ASTM**: American Society for Testing and Materials
- **AWPA**: American Wood Preserver’s Association
- **AWS**: American Welding Society
- **AWWA**: American Water Works Association
- **CISP**: Cast Iron Soil Pipe Institute
- **CRSI**: Concrete Reinforcing Steel Institute
- **DEP**: Department of Environmental Protection, State of Florida
- **DIPRA**: Ductile Iron Pipe Research Association
- **DOT or FDOT**: Department of Transportation, State of Florida
- **DOT-SSRBC or FDOT-SSRBC**: Department of Transportation, Standard Specification for Road & Bridge Construction (English Units)
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 reasonable 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 a 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 from. 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 can not 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 the Work reaches fifty percent (50%) completion. After fifty percent (50%) completion of construction, the retainage amount shall be reduced to five percent (5%) on subsequent partial payments. 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. Retainage amounts may be reduced if the Contractor demonstrates compliance with the Construction Incentive Program ordinance requirements to reduce unemployment and underemployment in St. Petersburg and Pinellas County. 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, warranties, 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 rise 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.

ARTICLE G-50 PUBLIC RECORDS

A. Contractor shall (i) keep and maintain public records (as defined in Florida’s Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to the Contract Documents; (ii) subject to subsection B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida’s Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable laws;
and (iv) meet all requirements for retaining public records and transfer, at no cost, to
the City all public records in possession of the Contractor within ten (10) days
following the expiration or earlier termination of the Contract Documents and
destroy any duplicate public records that are exempt or confidential and exempt
from public records disclosure requirements. All public records stored
electronically by Contractor shall be provided to the City in a format approved by
the City.

B. Contractor shall immediately notify the City Clerk in writing after receiving a public
records request. Contractor shall obtain written approval from the City Clerk prior
to releasing or disclosing public records and shall comply with instructions of the
City Clerk and all City policies and procedures regarding public records.

C. Nothing in the Contract Documents shall be construed to affect or limit Contractor’s
obligations including but not limited to Contractor’s obligations to comply with all
other applicable laws and to maintain books and records pursuant to the Contract
Documents.
CONTRACT STANDARDS: SUPPLEMENTAL
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The following sections amend or supplement additional Instructions to Bidders of the Contract Standards. All provisions which are not so amended or supplemented remain in full force and effect. In cases where this section and the related article(s) in the standard Instructions to Bidders of the Contract Standards do not agree, this section, the Supplemental Instructions to Bidders, will govern.

SIB-1  ARTICLE I-4 – SUBMISSION OF BIDS; SECTION 4.8 – PERIOD PROPOSAL REMAINS IN EFFECT

Replace the entire paragraph with the following:

“Proposals for the Work covered by this Contract may be held by the City for a period of **one hundred twenty (120) 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 one hundred twenty-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.”

SIB-2  ARTICLE I-14 – SMALL BUSINESS ENTERPRISE PROGRAM; SECTION 14.4 – PARTICIPATION BY SBE CONTRACTORS AND SUBCONTRACTORS

Replace the first paragraph with the following:

“A percentage of the base bid amount has been established for contracting with SBE’s certified by the City of St. Petersburg and the State of Florida. The following goals are applicable to this project:

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 Builder’s Risk Insurance - ARTICLE E-2 INSURANCE AND INDEMNIFICATION;

Sub Article 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 applicable to this project includes Employers Liability, Voluntary Compensation and U.S. Longshoremen’s and Harbor Worker’s Act coverage.

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.

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 the Central and South Yacht Basins of the Municipal Marina. Administration offices of the Municipal Marina are located at 500 First Avenue Southeast, St. Petersburg, Florida.

Access to the Work site shall be over streets and highways, including the bridge at First Avenue off Bay Shore Drive Southeast or via navigable waters of Tampa Bay. Any damage to existing pavement surface and base or other surface improvements outside the Contract Pay Limits, attributable to the Contractor’s activities, shall be restored to like-new condition by the Contractor at the Contractor’s own expense.

Vehicular access to the Central and South Docks (Demens Landing) is via the First Avenue S.E. bridge (No. 157159). The design load for this bridge is HS-20. The Contractor shall ensure that all vehicular equipment involved in the Work (including all Sub-Contractors and related deliveries) will not exceed this limit.

Contract pay limits shall be defined as the confines of the Central and South Yacht Basins, excluding the St. Petersburg Yacht Club (a private organization). Mobilization, staging, and storing of materials and equipment shall be confined to a City-approved site located adjacent to the Municipal Marina. Any damage to existing parking lots, buildings, sidewalks, lawns, shrubbery, trees, docks, boats, etc., shall be restored to like-new condition by the Contractor at the Contractor’s own expense, to the satisfaction of the City.

1.02 SCOPE OF WORK

The Work entails completely removing and legally disposing of existing deteriorating piles, furnishing and replacing same with new timber piles, complete. Estimated quantities and Contract Pay Items are listed in the Proposal.

All Work shall be in accordance with the Plans, Specifications, Proposal and as directed by the Engineer. All piling Work for the Project refers to “free-standing” mooring piling. All new and existing piling shall be fitted with new painted Hauser stops (line supports) and appurtenances as specified and as shown on the Plans.

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 contained in the Proposal. The Bidder shall quote in the Proposal a unit price for which he will perform the Work for each of the Contract Pay Items.
Technical Specifications
Section 1 - General
Municipal Marina Mooring Piling Replacement FY 13-14
Project No. 13073-119

1.04 PLANS AND SPECIFICATIONS

Where the Plans and Specifications are not in agreement, the Plans shall govern.

The Contractor shall furnish all labor, services, 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. 13073-119 is shown on Drawing No. 10943-1.

1.05 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.

1.06 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 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.

1.07 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.

1.08 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.

1.09 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 any 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.

1.10 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. Such approval must be obtained before Shop Drawings will be accepted for review. 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.
1.11 SAMPLES

The Contractor shall, when required, submit to the Engineer for approval, typical samples of material and appurtenances. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of the time when they are to be incorporated into the Work so that rejections thereof will not cause delay. A letter of transmittal from the Contractor requesting approval shall accompany all such samples.

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 City will provide space for storage of materials and equipment. The Contractor, however, shall be responsible for securing and protecting stored materials and equipment from weather and vandalism.

1.14 CONTAMINANTS CONTAINMENT/DISPOSITION

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 the 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."

1.15 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.

1.16 SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

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 (892-7761). 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.

1.17 SEQUENCE OF OPERATION

The Contractor shall prioritize and phase the Work in such a way that minimizes disturbance to the Municipal Marina’s normal activities and boat operations. All Work shall be performed in conformance with the City-approved Project Schedule.

Planned Work to be performed by the Contractor shall be carried out to its completion of a particular section (phase) of the Marina to the satisfaction of the City, before the Contractor will be allowed to proceed to the next section (phase). Ample advance notification (24-hour minimum) shall be furnished to the City to allow for the temporary relocation of all moored boats affected by the Contractor’s operations.
The Contractor shall clean up the site for each phase of Work in accordance with the Contract Documents before proceeding to a subsequent phase of Work, unless otherwise approved by the Engineer.

If the Engineer orders construction, or a phase of construction, to be stopped due to the Contractor's neglect to adhere to the Sequence of Operations as outlined herein, the Stop Work Order shall not constitute a basis for extension of time.

**1.18 PERMITS**

The City has obtained all construction permits and/or permit exemption approvals required for the Work by the Pinellas County Water and Navigation Control Authority, the U. S. Army Corps of Engineers (USACE), and the Florida Department of Environmental Protection (FDEP). The Contractor shall be required to comply with all provisions of such permits regarding workmanship, schedules, notification of starting construction, and other conditions under which the permits are issued. Copies of these permits are included in the Appendix of these Specifications. No City permits are required, except as otherwise specified.

The Contractor shall obtain and pay for all other Federal, State, or County permits, licenses, and other authorizations required for the prosecution of the Work, including the cost of all Work performed in compliance with the terms and conditions of such permits, licenses, and authorizations, whether performed by the Contractor or by others.

**1.19 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.

**1.20 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 AS-BUILT DRAWINGS

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 section 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.

1.23 SPECIAL CONSIDERATIONS FOR MARINA FACILITY WORK

A. Staging Area

The Contractor's use of City property for storage of materials, parking of trailers, employee parking, and other uses, shall be as shown on the Plans. If no area is designated, the Contractor shall submit a staging plan to the Engineer for approval prior to mobilizing to the site. The Engineer and the Marina Manager will jointly approve this plan.

The Contractor shall restrict operations to approved staging areas and parking areas. Use of unpaved areas for roadways and parking shall not be permitted, except if approved in writing by the Engineer. Upon successful completion of the Work, the staging area shall be completely restored to its original condition and to the satisfaction of the Engineer.

No onsite temporary fuel storage will be allowed unless preapproval of the method of storage is obtained from the Engineer. If approved, all fuel storage is to be properly contained to prevent accidental spills from leaking into the surrounding environment.

B. Utilities

The Contractor shall provide telephone and sanitary facilities for his employees. The Contractor may connect to existing Marina electrical and water outlets, if not in use by the City, and if use of these utilities does not affect operation of the Marina, as approved by the Engineer.

C. Employee Dress and Appearance

All Contractors, subcontractors, sales representatives, and their employees, must be dressed in such standards as not to bring discredit to the City of St. Petersburg. In all cases, all workers and employees working at the Marina shall wear shoes, pants, and shirts. No verbiage can be on the clothing which would discredit the City. All persons shall be professionally dressed and act professionally while on City property.

D. Unloading and Delivery of Materials and Equipment

The Contractor shall have adequate staff and equipment at the site to receive materials and equipment. City employees and City equipment shall not be used to assist the Contractor in receiving deliveries.
E. Use of City Facilities

Except as otherwise authorized, the Contractor shall not use City telephones, restrooms, break rooms, or other facilities provided for City employees' comfort.

The Contractor shall not use the City’s mailing address to receive mail. The City will not accept mail for the Contractor addressed to City offices or mail box.

F. Cleanup

Any waste or extra materials (including sandblast, rubble, brush, dirt, trash, sludge, packing crates, boxes, etc.), or equipment and materials replaced, will be the Contractor's responsibility for proper and legal disposal. Disposal onsite or use of City dumpster should not be considered.

Maintaining a clean project site is an ongoing effort. The Contractor shall do a thorough cleanup of the construction area daily.

All wire scraps, pipes, fittings, paper scraps, boxes, paint cans, scrap metal, and other scraps, shall be cleaned up daily.

Any damage to the existing Marina facilities, equipment, grass, landscaping, pavement, or surrounding structures, shall be restored to original condition by the Contractor as soon as the Contractor has completed work in the area of the damage. Any damage to neighboring privately owned vessels, boats, vehicles and other property shall be immediately repaired to the satisfaction of the impacted owner and to the satisfaction of the Engineer.
SECTIONS 2 THROUGH 18 -- NOT USED
19.01 BASIC REQUIREMENTS

All piling shall meet or exceed the applicable requirements of the following:

- DOT-SSRBC Sections 455, 951, 953 and 955 and any supplement thereto.
- ASTM D-25 and D-1625.

All Work shall be performed in accordance with permits issued by those authorities as referenced in the Technical Specifications “Section 1 – General” article headed “Permits”.

All Work shall be installed/performed in locations shown on the Plans and Specifications.

All Work shall be performed in sequence in accordance with the Technical Specifications “Section 1 – General” articles headed “Project Schedule” and “Sequence of Operation.”

19.02 SCOPE OF WORK

The Work to be performed is at St. Petersburg Municipal Marina in the Central and South Yacht Basins, Bayshore Drive at Second Avenue North and First Avenue South, St. Petersburg, Florida.

The Work entails removing and legally disposing of existing deteriorating timber mooring piles, furnishing and replacing same with new timber piles, complete. The installed new timber piles shall consist of “single” piles.

Full compensation for performance of the Work under this Contract, including mobilization/demobilization, materials, labor, equipment, tools, services and appurtenances, necessary to complete the Project in accordance with the Plans and Specifications, shall be included in the prices bid in the Proposal.

19.03 MATERIALS

All piling shall be round (circular cross-section), unused, solid and sound southern pine, and shall contain 30 percent of summer wood. All piles shall have a minimum butt diameter of 12 inches, measured at a section 3 feet from the end. All piles shall have a minimum length of 50 feet, except for 40-foot length piles as shown and noted on the Plans. For piles up to 50 feet in length, the minimum tip diameter shall be 8 inches. “Straightness Requirements,” “Peeling and Trimming,” and “Permissible Knots and Other Defects” shall be in accordance with DOT Sections 953-3, -4 and -5, respectively.

19.04 TREATMENT OF TIMBER PILING

For round timber piling the treatment shall be by full cell process. Single treatment shall be employed with a salt preservative and chromated copper arsenate (CCA) of the following compositions:
The active ingredients in the solution shall be in proportions within the range required for the salt itself. The pH of the treating solution shall be between 1.6 and 3.2. Tests to determine conformance with the foregoing requirements shall be made in accordance with the standard methods of the AWPA Standard A2. Certified test results of random samples of the preservative will be submitted to the City prior to piling shipment to the Work site. A minimum of 2.5 pounds per cubic foot of CCA oxides shall be retained in Zone 1 (outer 0.5 inch) and 1.5 pounds per cubic foot in Zone 2 (0.5 to 2.0 inches). Certified test results shall be furnished to the City prior to shipment to the job site. Retention shall be determined by assay performed and certified to by the treatment company (and in accordance with APWA Standards A3 and A4). All piling shall bear the mark of AWPA, certifying the treatment herein specified and the responsible treatment plant. Any round pile which does not show complete sapwood penetration will be rejected. The City will not allow retreated piles for this project. Sapwood penetration shall be determined by taking at least one increment boring core from each pile. All bored holes shall be immediately plugged with tight-fitting treated plugs. Cable slings shall be used in the handling and installation of aforementioned treated piling.

Mechanical grabbers or pointed tools shall not be permitted. Rough or careless handling shall be avoided at all times. Piling handled in such a manner shall be grounds for immediate rejection by the Engineer.

19.05 PILING INSTALLATION WORK

A. General

Timber piling shall consist of round (circular cross-section) timber of the kind and dimensions called for in the Plans and Specifications, constructed at the locations and to the elevations shown in the Plans, and/or as directed by the Engineer. All Work shall be laid out in the field by the Contractor in accordance with the Plans as directed by the Engineer. No work shall commence on any portion of the Work unless such location(s) have been checked and approved by the Engineer. It shall be the responsibility of the Contractor to protect all marina facilities and vessels therein from damage. Any items damaged by the Contractor shall be promptly replaced or repaired by the Contractor to the satisfaction of the Engineer at no cost to the City. This shall be enforced whether or not the facility (or vessel) appears on the Plans.

B. Penetration

Unless otherwise permitted by the Engineer, the required penetration for any pile shall be at least 10 feet into firm material and at least 20 feet into soft material. The desired penetration is that which will fully utilize the entire authorized pile lengths below the pile cut-off elevation. The aforementioned is the minimum pile embedding criteria. The Contractor, however, shall exceed the foregoing minimum penetration criteria in order that the full (ordered) length of pile is installed with a minimum of pile cut off at the butt end. The individual pile lengths for the piles shown on the Plans are based on the probable lengths remaining in place in their installed position. All “free-standing” mooring piling cut-offs shall have a batter of 1 vertical to 5 horizontal. The tops of all timber piles shall be sawed off at the elevation(s) indicated on the Plans.
All broken, split, or damaged piles shall be withdrawn and replaced. Misplaced piles shall be withdrawn and reused subject to inspection for any damage and approval by the City and at no additional cost to the City.

Plumb piles shall not vary more than 0.25 inch per foot of pile length from vertical.

Upon completion of the Work, any unused cut-off lengths remaining shall become the property of the Contractor and shall be removed and properly and legally disposed by the Contractor.

At the Contractor’s option, and in conformance with all permit requirements and conditions, water jetting may be used either in lieu of pile driving, or in combination with acceptable pile driving techniques and equipment. The volume and pressure of the water at the jet nozzles and the number of jets used shall be sufficient to freely erode the material adjacent to the pile. Generally one jet will be required; two jets may be required to be operated simultaneously when considered necessary by the Engineer.

C. Metal Fasteners

All metal bolts shall be 5/8 inch diameter (minimum) to be used for attachment of hauser stops and shall be one-inch diameter (minimum) for attachment of multiple piles to form three-pile dolphin systems as shown on the Plans. All hardware used (i.e., bolts, nuts, plain washers) shall be hot-dipped galvanized.

D. Hauser Stops

All hauser stops shall be constructed and installed using 3-inch by 4-inch nominal (2-1/2 inch by 3-1/2 inch standard dressed size S4S) pressure salt treated lumber (Southern pine) in accordance with the detail shown on the Plans. Recycled polymer composite (high density polyethylene) stock of same nominal size shall be considered as an acceptable alternative to pressure salt treated lumber for fabricating and installing hauser stops (at no additional cost). All surfaces of the hauser stops shall be pre-painted with two minimum shop brush coats of Benjamin Moore Fresh Start® Alkyd Primer (Product No. 094) at 1.7 mils (dry film thickness) minimum per coat, followed by two shop brush finish coats of Benjamin Moore IronClad® Alkyd Low Lustre Metal & Wood Enamel paint (Product No. C163) at 1.5 mils (dry film thickness) minimum per coat, with all finish coats white, or approved equal. Any painted surface marred prior to or during installation shall be repainted by the Contractor after installation.

E. Flexible Timber Pile Wrap System

The products used by the Contractor as part of the timber pile wrap system shall be manufactured by a single manufacturer to ensure product compatibility. The manufacturer shall be a member of the National Association of Corrosion Engineers and shall be ISO 9001 registered. The manufacturer shall have at least 3 years of experience in the manufacturing of the timber pile wrap system. The Contractor shall install the timber pile wrap system in accordance with the manufacturer’s recommendations and the Contract Documents. The Contractor shall submit catalog cut sheets and material properties to the Engineer for approval prior to installation.

The products used to form the timber pile wrap system shall consist of marine tape covered by a flexible plastic outer jacket and secured with stainless steel nails and straps as specified in the following paragraphs. All products shall be suitable for use in a marine environment.
The marine tape shall be a non-woven synthetic fabric coated with a neutral petrolatum based compound with water displacing agents and wide spectrum biocides. The marine tape shall be non-hardening and non-cracking and shall accommodate vibration and a wide temperature range. It shall be highly resistant to mineral acids and alkalizes. It shall be wrapped onto the timber pile using a minimum one inch overlap. A minimum six inch overlap shall be maintained when overlapping one roll with the end of a new roll.

Each jacket shall be of a width ample to encircle the full circumference of the pile plus a minimum 3-inch overlap to maintain an airtight fitting at the final fastening. The jacket material color shall be black and fade-resistant to sunlight.

The marine tape shall be a non-woven synthetic fabric coated with a neutral petrolatum based compound with water displacing agents and wide spectrum biocides. The marine tape shall be non-hardening and non-cracking and shall accommodate vibration and a wide temperature range. It shall be highly resistant to mineral acids and alkalizes. It shall be wrapped onto the timber pile using a minimum one inch overlap. A minimum six inch overlap shall be maintained when overlapping one roll with the end of a new roll.

Each jacket shall be of a width ample to encircle the full circumference of the pile plus a minimum 3-inch overlap to maintain an airtight fitting at the final fastening. The jacket material color shall be black and fade-resistant to sunlight.

The outer jacket material shall conform to the following requirements:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirements</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td>New, non-rigid, virgin reinforced HDPE</td>
<td></td>
</tr>
<tr>
<td>Thickness</td>
<td>100 Mils</td>
<td>ASTM D 1593</td>
</tr>
<tr>
<td>Tensile strength</td>
<td>120 lbf/in</td>
<td>ASTM D 638</td>
</tr>
<tr>
<td>Elongation at break</td>
<td>560% min</td>
<td>ASTM D 638</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>0.90-0.96</td>
<td>ASTM D 1505</td>
</tr>
<tr>
<td>Brittleness point</td>
<td>-100° F</td>
<td>ASTM D 746</td>
</tr>
</tbody>
</table>

The vertical seam of the jacket shall be secured to the pile with 2.5-inch long ring shank type 316 stainless steel full diameter head 8 gauge nails with neoprene washers. Nail spacing shall be in accordance with the manufacturer’s recommendations. The top and bottom of the jacket shall be also secured with 2.5-inch long ring shank type 316 stainless steel full diameter head 8 gauge nails with neoprene washers.

19.06 MISCELLANEOUS

The Contractor will be obligated to pursue all Work with expeditious continuity, and complete same within the allotted time limit. During the course of the Project, the yacht basins will remain as functioning marine facilities. It is therefore important that the Contractor becomes thoroughly informed as to the extent of such operations in order to coordinate and accomplish the Work with a minimum of conflict.

Other Municipal Marina improvement work under other projects may be in progress simultaneously with the pile replacement work under this project. All contractors involved will be expected to coordinate their work to the end that any conflict of effort may be kept to a minimum.
SECTION 20 – PAY ITEM DESCRIPTIONS

20.01 INTRODUCTION

Full Compensation for the proposed Work will be as described in this section.

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. Where removal of piles is indicated, the pile(s) shall be removed completely. Cutting of pile(s) below the mudline may be considered on an individual basis.

20.02 BID ITEMS

Bid Item No. B-1  Remove/Replace Single Mooring Piling (40 Feet Long)
Bid Item No. B-2  Remove/Replace Single Mooring Piling (50 Feet Long)

The Contractor will be compensated at a unit price for each pile location as noted on the Plans or as directed by the Engineer, to furnish all labor, services, materials, and equipment necessary to remove and legally dispose existing piling, and to furnish and install (replace same with new) pressure treated timber piling of noted length and including specified flexible timber pile wrap system and new Hauser stops and all with associated new hardware assembled, complete and accepted.

Bid Item No. B-3  Remove/Replace North Quay Wall Cleats

The Contractor will be compensated at a unit price to furnish all labor, services, materials and equipment necessary for each complete removal and legal disposal of existing cleat assembly (including anchor bolt removal and related seawall cap restoration) at locations as noted on the Plans or as directed by the Engineer, and to furnish all labor, services, materials, and equipment necessary to install new 15” Type “S” aluminum cleat assembly with related galvanized steel anchor bolts, sealants and non-shrink grout at locations as noted on the Plans or as directed by the Engineer and all with associated hardware assembled, complete and accepted.

Bid Item No. B-4  Remove/Dispose Existing Mooring Piling (Contingency)

The Contractor will be compensated at a unit price for each pile location as noted on the Plans or as directed by the Engineer, to furnish all labor, services, materials, and equipment necessary to locate (both exposed and/or submerged) existing timber mooring piling; to remove (in their entirety, where practical) and legally dispose same, complete and accepted. Partial removal of existing piling (by saw cutting a minimum 12 inches below mudline) may be permitted subject to the Engineer’s approval on a per individual pile basis, should difficulty be encountered in removing pile in its entirety.

Bid Item No. M-1  Allowance for Contract Amendment

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. 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. Prior to final payment, an appropriate change order will be issued as recommended by the Engineer to reflect actual amounts due to the Contractor on account of Work covered by the allowance, and the Contract Total Price shall be correspondingly adjusted.

E. 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.

20.03 BASIS OF CONTRACT AWARD

Bidders must submit prices for all items contained in the Proposal to be considered a complete and responsive bid.

The lowest bidder will be determined based on the CONTRACT TOTAL.

No portion of the Work shall be awarded separately. The City reserves the right to delete any part of the Work.
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

**Municipal Marina Mooring Piling Replacement FY 13-14**

St. Petersburg, Florida, Project No. 13073-119, 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.
# 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:

Bidder's/Company Name

<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>
</tr>
</thead>
<tbody>
<tr>
<td>B-1</td>
<td>Remove/Replace Single Mooring Piling (40' Long)</td>
<td>18</td>
<td>EA</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>B-2</td>
<td>Remove/Replace Single Mooring Piling (50' Long)</td>
<td>32</td>
<td>EA</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>B-3</td>
<td>Remove/Replace North Quay Wall Cleats</td>
<td>13</td>
<td>EA</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>B-4</td>
<td>Remove/Dispose Single Mooring Piling (Contingency)</td>
<td>2</td>
<td>EA</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>M-1</td>
<td>Allowance for Contract Amendments</td>
<td>1</td>
<td>LS</td>
<td>$20,000.00</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**CONTRACT TOTAL:** $20,000

---

**NOTES:**

1. Bid Bond shall be based on CONTRACT TOTAL.
2. Contractor shall submit complete prices for all items to be considered a complete and responsive 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 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:

(_____)____________________________

(Signature)

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

____________________________________________

Name                      Title                      Residence Address

____________________________________________

Name                      Title                      Residence Address

____________________________________________

Name                      Title                      Residence Address

Date: _______________________

(3)
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 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.
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 during the past five (5) years. Failure to demonstrate compliance to the following qualification requirements will render the bid non-responsive.

   a) The following listed projects are representative projects completed for a public agency with a minimum value of $150,000 that have been accomplished by the Bidder (Contractor) and/or (Superintendent) within the past five (5) years.

   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>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</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:  ______________________________________________________________

________________________________________________________________________
PROPOSAL

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 __________

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. City Code, Section 2-214, Contracts and Public Works, provides for a reduction in retainage held on partial payment requests at 25 percent, 50 percent and 99 percent completion, provided the Contractor, including Subcontractors and Suppliers, hires unemployed, underemployed, disadvantaged and/or apprentice workers from Pinellas County. Do you plan to request retainage reductions for hiring Pinellas County unemployed, underemployed, disadvantaged, and apprentices for this project?

Yes __________  No __________

20. 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: ____________________________

(8)
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 Statues, 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.
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 ____________

(Select)
day of ____________________, 20___.

_________________________ NOTARY PUBLIC
(Seal)
AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of ______________, 20____, 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:

Municipal Marina Mooring Piling Replacement FY 13-14

St. Petersburg, Florida, Project No. 13073-119, 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:

- Proposal
- Instructions to Bidders
- Execution of the Contract
- General Conditions
- Technical Specifications
- Bid Bond
- Plans
- Agreement
- Public Construction Bond
- Certificates of Insurance
- Addenda
- Appendix
- Advertisement for Bids

b) 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.

c) 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.

d) 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.
e) 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.

f) 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)

By: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Procurement and Supply Management Director

City Attorney (Designee)

Date

(2)
Agreement

(Acknowledgment of Contractor, if a Corporation)

(State of Florida)
(County of _____________)
(City of _____________)

The foregoing instrument was acknowledged before me this _______ day of ____________________________
20____, 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)
BID BOND

BOND # ____________________

STATE OF FLORIDA
(COUNTY OF ________________)
(CITY OF ________________)

KNOW ALL MEN BY THESE PRESENTS:

That we, ____________________________
(Name and Address of Company)

(hereinafter called "Principal") and ____________________________
(Name and Address of Surety)

(hereinafter called "Surety") are held and firmly bound unto the City of St. Petersburg, Florida (hereinafter called "City") 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:

MUNICIPAL MARINA MOORING PILING REPLACEMENT FY 13-14,
PROJECT NO. 13073-119

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, if awarded the contract, the Principal would, within ten (10) consecutive calendar days after written notice of award (or such longer period of time agreed to by the City), enter into a written contract with the City and furnish the required performance bond (or alternate form of security permitted by applicable laws) in an amount equal to one hundred percent (100%) of the Bid satisfactory to the City.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid and the Principal herein be accepted and within ten (10) consecutive calendar days after written notice of award (or such longer period of time agreed to by the City) said Principal enter into a written contract with the City, and furnish the required performance bond (or alternate form of security permitted by applicable laws) in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City and the Surety herein agrees to pay said sum immediately upon demand of said City, 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

(Name of Company)
as "Principal" herein, has caused these presents to be signed in its name by its
______________________________under its corporate seal, and the
(Name of Individual and Title of Individual)
said
______________________________as "Surety" herein, has caused these
presents to be signed in its name by its
(Name of Surety Company)
______________________________under its
seal, the _____ day of ______, 20__.

____________________________________
(Principal Name)
By: ___________________________________
(Signature)
____________________________________
(Print or Type Name/Title)

ATTEST:

____________________________________
(Signature)
____________________________________
(Corporate Secretary)

____________________________________
SURETY NAME
By: ___________________________________
Attorney-in-Fact
____________________________________
(Print Name)

____________________________________
(Florida License Number of Attorney-In-Fact)

Countersignature of Florida Licensed Agent
(Only Required if Attorney-in-Fact is not a Florida Licensed Agent)
PUBLIC CONSTRUCTION BOND

Bond #________________

(STATE OF FLORIDA)

(COUNTY OF ___________)

(CITY OF ___________)

KNOW ALL MEN BY THESE PRESENTS:

That we, ____________________________________________ (hereinafter called the "Principal"), located at ____________________________________________, (___) ____________________________, and ____________________________ (hereinafter called the “Surety”), located at ____________________________________________, (___) ____________________________, 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 _______________, 20___, entered into between the Principal and the City (“Contract”) for:

MUNICIPAL MARINA MOORING PILING REPLACEMENT FY 13-14,
PROJECT NO. 13073-119

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 Sections
255.05(2) and 255.05 (10), 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 Sections 255.05(2) and 255.05(10), 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 thereunder 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 ______________, 20__.

____________________________________
(Principal Name)

By: __________________________________
(Signature)

____________________________________
(Print or Type Name/Title)

ATTEST:

____________________________________
(Signature)

____________________________________
(CORPORATE SEAL)

____________________________________
(Corporate Secretary)

____________________________________
SURETY NAME

By: __________________________________
(Signature)

____________________________________
(SEAL)

____________________________________
Attorney-in-Fact

____________________________________
(Print Name)

____________________________________
(Florida license number of Attorney-in-Fact)

____________________________
Countersignature of Florida Licensed Agent
(Only Required if Attorney-in-Fact is not a Florida Licensed Agent)

____________________________
City Attorney (Designee)

APPROVED AS TO FORM

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.
Acknowledgment of Principal, if a Corporation

(STATE OF FLORIDA)

(COUNTY OF______________ )

(CITY OF______________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 2014, by __________________________________ of ________________________, a (Name and Title of Officer) (Name of Principal) corporation, on behalf of said corporation. He/She is personally known to me or has produced __________________________ as identification. (State of Corporation) (Type of Identification)

He/She warrants that he/she is authorized by the Board of Directors of said corporation to execute the foregoing instrument.

NOTARY PUBLIC:

Sign:______________________________

Print/Type: ______________________________

SEAL
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 ________, 2014,
by __________________________________________________________
(Name of Attorney-in-Fact)
as Attorney-in-Fact for ___________________________________________________________
(Name of Surety)
who is personally known to me or has produced _____________________________________
(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.

NOTARY PUBLIC:

Sign:_______________________________________

Print/Type: _______________________________

SEAL
Acknowledgment of Countersigner,
(Only Required if Attorney-in-Fact is not a Florida Licensed Agent)

(STATE OF FLORIDA)
(COUNTY OF______________)
(CITY OF______________)

The foregoing instrument was acknowledged before me this _____ day of __________, 2014,
by _________________________________________________________________________
(Name of Countersigner)
as Countersignator for _______________________________________________________,
(Name of Surety)
who is personally known to me or has produced _____________________________________
(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.

NOTARY PUBLIC:

Sign:___________________________________

Print/Type: ______________________________

SEAL
ATTENTION APPLICANTS AND AGENTS

Attached is your Pinellas County Water and Navigation permit. Please be advised that the issuance of this permit does not preclude the need for other federal, state, and/or local approvals that may be required. This permit also does not preclude the need to comply with any rules of your Homeowner's Association, if applicable. It is the applicant’s responsibility to obtain all required permits and approvals prior to commencing construction.

GENERAL CONDITIONS:

1. Any person may appeal this permit within thirty days of its filing with the Clerk. Said appeal may result in a reexamination of the application.

2. A copy of the permit or placard must be posted in a conspicuous location at the construction address.

3. The County must be notified at (727) 453-3385 upon completion of construction and satisfaction of all permit conditions so that a final inspection can be made.

4. All construction must be conducted by the legal owner of the property or by a licensed and properly insured contractor. The applicant is advised that the hiring of an unlicensed contractor may result in criminal proceedings against the property owner. The applicant is also advised to review the Mechanics' Lien Law prior to hiring a contractor.

5. All construction must be in compliance with the plans and permit conditions as shown on the approved permit. Any deviations must be approved by the County prior to construction. All future repairs, additions, or new construction will require a permit from the County.

6. County staff shall be allowed access to the project site at reasonable times in order to ensure compliance with the permit and its conditions.

7. This permit will expire one year from the date of issuance. All construction and permit conditions must be completed prior to the expiration of the permit unless otherwise stated.
CONSENT TO USE
STATE-OWNED
SUBMERGED LANDS

DO YOU LIVE OR DO BUSINESS ON THE WATER?
If so, you may need authorization to use the lands under the water from the owners of those lands. This authorization is in addition to any city, county, Department of Environmental Regulations, U.S. Army Corps of engineers or Water Management District permit.

WHAT LANDS ARE WE TALKING ABOUT AND WHO OWNS THEM?
Sovereign submerged lands are all those submerged lands waterward of the ordinary or mean high water line under navigable fresh and salt water bodies. The Governor and Cabinet, sitting as the Board of Trustees for the Internal Improvement Trust Fund, hold title to all of those lands below navigable waters which have not been previously conveyed into private ownership. Portions of these submerged lands have been designated as "aquatic preserves" and because of their unique biological, aesthetic or scientific value, they are held and managed to a higher degree of care. Since the state owns these lands, both public and private entities must obtain consent to use them.

WHY IS CONSENT NECESSARY AND BY WHAT AUTHORITY IS IT REQUIRED?
These lands are held in trust for the use and benefit of the people of the state, as set forth in the state constitution; therefore, the private use of these lands must be balanced with the need to conserve and protect the scientific value and beauty of those lands. The intent of the regulations is to ensure that all sovereign submerged lands are managed primarily for the propagation of fish and wildlife, and public recreation. The legislative origins of the procedures employed in the review of applications to use sovereignty submerged lands are contained within Chapters 253 and 258 of the Florida Statutes. These statutes are implemented through rules which are contained within Chapters 18-14, 18-18 and 18-21 of the Florida Administrative Code. It is important to contact the Department of Natural Resources before you use these lands.

WHAT TYPE OF ACTIVITIES REQUIRE AUTHORIZATION?
Uses that require authorization must be approved before they are conducted. The most commonly requested uses are the construction of docks; the placement of rip rap; dredging for access or channels; mangrove trimming; bridge and utility crossings; and beach re-nourishment projects.

WHAT DO YOU HAVE TO DO AND IS THERE A FEE?
The form of consent that is required depends upon the type of activity that is proposed. Forms of consent include letters, easements, use agreements, management agreements and leases. The type of activity proposed also determines the amount of fees; however, commercial uses will always require payment of fees.

WHAT HAPPENS IF YOU DO NOT RECEIVE AUTHORIZATION TO USE THESE LANDS?
Alterations to, or structures discovered on, sovereignly submerged lands without authorization are subject to lease fees in arrears, with interest, and fines. In some cases, removal of structures may also be required.

WHO DO YOU CONTACT TO INQUIRE ABOUT THE USE OF THESE LANDS?
Department of Environmental Protection
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926
(813) 632-7600
IMPORTANT

In addition to your local approval, the activities proposed may require a permit or other form of authorization from the Florida Department of Environmental Protection’s Office of Submerged Lands and Environmental Resource Program (SLERP).

Many activities within Pinellas County occur within an Aquatic Preserve which may further limit the size or design of your project.

For more information:

Please visit us at the following website for information regarding SLERP rules and regulations or to obtain copies of application forms: http://www.dep.state.fl.us/water/wetlands/index.htm.

Online Authorizations:

At this time, online authorizations may be obtained for some single family activities including dock construction, the installation of boatlifts, and riprap installation in front of existing seawalls.

To apply online please visit: http://www.fldepportal.com/go/

Contact us:

In many cases, a pre-application meeting is helpful and may expedite the review of your project. To request a pre-application meeting, your local Southwest District SLERP staff can be reached by email at SW_ERP@dep.state.fl.us or by phone at (813) 632-7600, ext. 484.
PINELLAS COUNTY WATER & NAVIGATION
315 COURT STREET, CLEARWATER, FLORIDA 33756

ISSUED TO: TBD FOR CITY OF ST. PETERSBURG
CONSTRUCTION SITE: 500 1ST AVENUE SOUTHEAST,
ST PETERSBURG, FL 33701
DESCRIPTION: 19-31-17-7-4466-000-0041

Permit is valid for 1 year
TO REPORT START DATE AND COMPLETION DATE, CALL: (727) 464-3770

PERMIT NO. RC43524-14

1. PERMITS MAY ALSO BE REQUIRED FROM THE FOLLOWING AGENCIES: FL D.E.P & U.S. ARMY C.O.E.

2. THE WATERS OF PINELLAS COUNTY ARE LOCATED WITHIN THE PINELLAS COUNTY & BOCA CIEGA BAY AQUATIC PRESERVE. SPECIAL REGULATIONS EXIST THAT GOVERN THE CONSTRUCTION WITHIN AN AQUATIC PRESERVE. PLEASE CONTACT THE FL D.E.P.

3. THIS PERMIT IS VALID FOR A DOCK STRUCTURE ONLY. ELECTRICAL WATER/SEWER INSTALLATIONS WILL REQUIRE SEPARATE PERMITS FROM THE APPROPRIATE (Municipal or County) BUILDING DEPARTMENT.

4. THIS PERMIT IS SUBJECT TO A 30 DAY APPEAL PERIOD FROM DATE OF ISSUE-CHAPTER 31182, SPECIAL ACTS OF FLORIDA, 1955 AS REVISED.

By: Deputy Clerk

DATE OF ISSUANCE: 03/27/14

FINAL INSPECTION: __/______/______

THIS PERMIT IS REQUIRED TO BE POSTED IN A CONSPICUOUS LOCATION AT THE CONSTRUCTION SITE.
Direct all correspondence to:
Clerk, Water and Navigation, 5th Floor
315 Court Street
Clearwater, FL 33756

COMMERCIAL AND MULTI-USE DOCK PERMIT APPLICATION

PINELLAS COUNTY WATER AND NAVIGATION

City Project No. 13073-119

I. PROPERTY OWNER INFORMATION:
A. Applicant’s Name: City of St. Petersburg-Engineering & Capital Improvements Department
B. Mailing Address: P.O. Box 2842
   City: St. Petersburg State: Fl. Zip: 33731-2842
C. Telephone No: (727) 893-7238 E-mail Address: 

II. AGENT INFORMATION:
A. Name: Thomas B. Gibson, P.E. Engineering & Capital Improvements Director
B. Address: P.O. Box 2842
   City: St. Petersburg State: Fl. Zip: 33731-2842
C. Telephone No: (727) 893-7295 E-mail Address: Thomas.Gibson@stpete.org

III. SITE INFORMATION:
A. Construction Site Address: 500 First Avenue S.E.
   City: St. Petersburg State: Fl. Zip: 33701
B. Intended Use: Existing Use: Municipal Marina - Existing
C. Parcel ID Number: 19 / 31 / 17 / 74466 / 000 / 041, 042 & 061
D. Incorporated: ☑ Unincorporated: ☐
E. Affected Water Body: Tampa Bay
G. Date applicant assumed property ownership: 1/1/1909
H. Obstructions: (Dogs, Fences, etc.) Security Gates
I. Attach 8 ½” X 11” vicinity map showing specific project location. See Attached
J. All other information pursuant to Section 166-329 and 166-330, Pinellas County Code, as needed. Plans
K. Does the project abut residentially zoned property? Yes ☑ No ☐
L. For projects requiring a public hearing, attach a copy of the complete legal description. N/A. Public Hearing
   Not Required

RECEIVED
FEB 11 2014
By the Clerk of
Pinellas County Water and
Navigation Control Authority
See Attached
Plans
February 4, 2014

Clerk of Water and Navigation
Pinellas County Water and Navigation Control Authority
315 Court Street, Fifth Floor
Clearwater, FL 33756

Dear Sir or Madam:

Re: St. Petersburg Municipal Marina – Mooring Piling Replacement-FY 2013-14
    Request for Commercial and Multi-Use Dock Permit Application Approval
    City Project No. 13073-119

The City respectfully requests authorization to perform necessary maintenance to its
deteriorated mooring piling at the City’s Municipal Marina (Marina). The planned work requires
in-kind replacement of existing deteriorated timber mooring piling all for the purpose of
improving docking safety as shown on the attached plans. Similar work has been successfully
performed in the past by the City through permits issued by Clerk of Water and Navigation.
(Please refer to Permit Nos. RC17859-90, RC19360-92, RC21088-94, RC24347-97, RC33119-
03 and most recently RC39391-08.)

The following Commercial and Multi-Use Dock Permit Application (CMD) and other support
information is enclosed for your consideration and approval:

- One original CMD repair application and two photo copies of same
- Vicinity Map “Attachment A” (3 copies)
- Project (Narrative) Summary “Attachment B” (3 copies)
- FDEP approved Manatee Protection Plan “Attachment C” (3 copies)
- Signed and sealed sets of reduced size (8 ½” X 11”) project drawings (3 originals)
- Full size (11” X 17”) project drawings (1 copy)
- Submerged land ownership City documentation (3 copies)
- Signature authority memorandum (3 copies)

The attached CMD repair application and project drawings provide specific information of the
proposed project. Upon completion of the work, there will be a net reduction of one boat slip.
Proposed replacement mooring piling will be pressure treated southern pine timber and
individually wrapped in Envirosheild® (or equivalent). “Attachment B” provides a more detailed
summary of proposed work.
No dredging nor riprap installation is proposed. Furthermore, there are no proposed repairs to the seawalls and Marina buildings.

A primary concern during construction will be the safety of protected species that utilize the project area. Therefore, there will be a strict adherence to applicable standard manatee construction conditions. Additionally, the City has an approved Manatee Protection Plan ("Attachment C"). Also, there are no benthic resources (i.e., seagrasses) at the Marina. This project will not adversely the conservation of fish or any other marine species. Neither will it adversely affect navigation or flow of water, nor cause harmful erosion or shoaling.

Please be advised that the City shall require the Contractor (to be determined via public bidding and awarded by City Council to perform proposed work) to furnish a public construction bond executed by a surety company duly authorized to do business in the State of Florida. The amount of bond shall be equal to 100 percent of the contract price, as security for the faithful performance of their work.

In accordance with Pinellas County Code Section 166-292, entitled "Fees", the City respectfully requests a waiver of related fees be granted for this permit application.

We trust that this package will provide you with the information to allow timely and favorable review of this permit request. Please do not hesitate to contact Richard Herrmann, P.E. at (727) 893-7852 or the undersigned if you have any questions or require additional information.

Sincerely,

Thomas B. Gibson, P.E.
St. Petersburg Engineering and Capital Improvements Director

cc: W. Miller, Municipal Marina Manager
    J. McGowan, Municipal Marina Supervisor
    B. Prayman
    R. Herrmann (w/att.)
    Permit File (w/att)
IV. PROJECT DESCRIPTION:

A. Nature and Size of Project: See Attachment B - Project (Narrative) Summary for nature of project.

Overall area of South and Central Yacht Basins is approximately 40 acres.  

Square Feet: 1,742,400

B. Variance: Yes □  No ☑

Amount in variance: Length: ___________ Width: ___________

Setbacks: Left: ___________ Right: ___________

Other: _______________________________________

NOTE: It is the applicant’s responsibility to clearly demonstrate that any requested variances are consistent with the variance criteria of Section 166-291 of the Pinellas County Code. The applicant must demonstrate that a literal enforcement of the regulations would result in an extreme hardship due to the unique nature of the project and the applicant’s property. The hardship must not be created by action(s) of the project owner(s). The granting of the variance must be in harmony with the general intent of the regulations and not infringe upon the property rights of others. The variance requested must be the minimum possible to allow for the reasonable use of the applicant’s property. Should the applicant fail to demonstrate that any variance request is consistent with the criteria outlined in the regulations, staff cannot recommend approval of the application.

C. Net Increase in Number of Wetslips: ____________________________

V. CONTRACTOR INFORMATION: Information not currently available. To be determined via lowest qualified bidder and contract awarded by City Council

I, ____________________________, a certified contractor, state that the dock has not been constructed and that it will be built in compliance with all requirements and standards set forth in the Pinellas County Code, and in accordance with the attached drawings which accurately represent all the information required to be furnished. In the event that this dock is not built in accordance with the permit or the information furnished is not correct, I agree to either remove the dock or correct the deficiency.

Signed: ____________________________  Cert No.: ____________________________

Company Name: ____________________________  Telephone No.: ____________________________

City: ____________________________  State: ___________  Zip: ____________________________

E-mail Address: ____________________________

VI. OWNER’S SIGNATURE:

I hereby apply for a permit to do the above work and state that the same will be done according to the map or plan attached hereto and made a part hereof, and agree to abide by the criteria of the Pinellas County Code for such construction and, if said construction is within the corporate limits of a municipality, to first secure approval from said municipality. I further state that said construction will be maintained in a safe condition at all times, should this application be approved, that I am the legal owner of the upland from which I herein propose to construct the improvements, and that the above stated agent/contractor may act as my representative. I understand that I, not Pinellas County, am responsible for the accuracy of the information provided as part of this application and that it is my responsibility to obtain any necessary permits and approvals applicable for the proposed activities on either private or sovereign owned submerged land.

7-6-14  Thomas B. Gibson, P.E.

Date  Legal Owner’s Signature

Thomas B. Gibson, P.E.
Director Engineering & Capital Improvements Department
MULTI-USE / COMMERCIAL DOCK

MH W +1.4 NGVD
ML W -0.5 NGVD
BOTTOM -5.0' to -20' NGVD

Profile View

ENG. SCALE: 1" =

Plan View
(applicant and adjacent docks)

SEE ATTACHED PLANS

SHORELINE

<table>
<thead>
<tr>
<th>Municipality Approval</th>
<th>Water and Navigation Approval</th>
<th>Engineer’s Seal</th>
</tr>
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</table>
VARIANCE REQUEST FORM

Left Lot Owner’s Name: N/A-City (Permitee) owns left and right adjoining lots

Mailing Address: ___________________________________________________________________ Zip: ____________

I certify that I am the owner of Lot ______ which adjoins the property owned by the applicant who proposes to construct a dock at the following address:

___________________________________________________________________________________

I have seen the plans of the proposed structure(s) along with any requested variances (see Section IV.B of the application) and: DO OBJECT ☐ DO NOT OBJECT ☐ to the proposed construction.

OWNER’S SIGNATURE: ____________________________ Date: ______________

NOTARY:
STATE OF FLORIDA, PINELLAS COUNTY, BEFORE ME, the undersigned authority, personally appeared ________________, well known to me, or who provided a valid Florida Driver’s License to be the person who executed the foregoing instrument and that he/she acknowledged to me, under oath, that he/she signed the same freely and voluntarily for the purposes expressed therein.

Witness my hand and official seal this __________ day of __________________, 20______

__________________________
Notary Public

My commission expires: ____________________________

Right Lot Owner’s Name: ___________________________________________________________________

Mailing Address: ________________________________________________________________________ Zip: ____________

I certify that I am the owner of Lot ______ which adjoins the property owned by the applicant who proposes to construct a dock at the following address:

___________________________________________________________________________________

I have seen the plans of the proposed structure(s) along with any requested variances (see Section IV.B of the application) and: DO OBJECT ☐ DO NOT OBJECT ☐ to the proposed construction.

OWNER’S SIGNATURE: ____________________________ Date: ______________

NOTARY:
STATE OF FLORIDA, PINELLAS COUNTY, BEFORE ME, the undersigned authority, personally appeared ________________, well known to me, or who provided a valid Florida Driver’s License to be the person who executed the foregoing instrument and that he/she acknowledged to me, under oath, that he/she signed the same freely and voluntarily for the purposes expressed therein.

Witness my hand and official seal this __________ day of __________________, 20______

__________________________
Notary Public

My commission expires: ____________________________
DISCLOSURE FORM

In order to alleviate any potential conflict of interest with Pinellas County staff, it is required that the County be provided with a listing of PERSONS being party to a trust, corporation, or partnership, as well as anyone who may have beneficial interest in the application which would be affected by any decision rendered by the County (attach additional sheets if necessary).

A. PROPERTY OWNERS:

Name: City of St. Petersburg
Address: P.O. Box 2842
St. Petersburg, Fl. 33731-2842

Name: 
Address: 

B. REPRESENTATIVES:

Name: 
Address: 

Name: 
Address: 

Name: 
Address: 

C. OTHER PERSONS HAVING OWNERSHIP INTEREST IN THE SUBJECT PROPERTY: None

Interest is: contingent ☐ absolute ☐

Name: __________________________ specific interest held: __________________________

D. DOES A CONTRACT FOR SALE EXIST FOR THE SUBJECT PROPERTY? YES ☐ NO ☐

If so, the contract is: contingent ☐ absolute ☐

Name of parties to the contract: __________________________

E. DOES AN OPTION TO PURCHASE EXIST FOR THE SUBJECT PROPERTY? YES ☐ NO ☐

Name of parties to the option: __________________________

F. OWNER'S SIGNATURE:

I hereby certify that the information stated above is complete, accurate, and true to the best of my knowledge.

X __________________________ Date 2-6-14

Thomas B. Gibson, P.E.
Director Engineering & Capital Improvements Department
ATTACHMENT B

CITY OF ST. PETERSBURG

MUNICIPAL MARINA-MOORING PILING REPLACEMENT-FY 2013-14

PROJECT SUMMARY

The project area occupies the Central and South Yacht Basins of the St. Petersburg Municipal Marina and as shown in the Vicinity Map (Attachment A).

Planned renovations include:

- Removal and legal disposal of 50 deteriorated free standing timber mooring piling and replacing in kind with new pressure treated timber piling of same/similar dimensions for safety concerns.
- Removal and legal disposal of 2 deteriorated free standing timber mooring piling resulting in a net reduction of one less boat slip.
- Adding 4 new pressure treated timber piling to augment and improve safe docking.
- All new and replacement piling will be entirely wrapped in flexible wrap system.

Other Information:

- There will be an overall net decrease of one boat slip resulting from the proposed work.
- No dredging or riprap installation/construction is proposed.
- There are no proposed repairs to seawalls nor to marina buildings.
- There are no known benthic resources of concern (i.e., seagrass, oysters, or other shellfish) in the project area.
- Standard manatee construction conditions shall be observed for all proposed in-water construction activities.
- The City of St. Petersburg owns the submerged lands in the project area as granted by the State Legislature. (Please see copy of attached documentation.)
ATTACHMENT C

CITY OF ST. PETERSBURG
FDEP – APPROVED MANATEE PROTECTION PLAN
MANATEE PROTECTION PLAN

FOR THE DOWNTOWN WATERFRONT
CITY OF ST. PETERSBURG
NORTH, CENTRAL AND SOUTH BASINS

NOVEMBER, 1991
Introduction

The purpose of this Manatee Protection Plan for three basins on the St. Petersburg waterfront is to outline marina design and operational conditions which will accommodate both the existence of a marina and the use of the basin by the West Indian Manatee.

The three basins, the North (Vinoy), Central and South Basins, are located along the waterfront in downtown St. Petersburg, Florida. The basins are man-made and are completely seawalled. They range in size from 20-26 acres and in depth from 3-15'. There is no documented use of these basins by the West Indian Manatee.

The West Indian Manatee, \textit{(Trichecus manatus)} is a federally endangered species. The manatee seeks warm refuge, such as in shallow, protected basins, from cooler, deeper waters during the winter months. According to data collected by the Florida Department of Natural Resources, collisions with boats and barges are the source of at least one fourth of all manatee deaths.
Marina Design and Mitigative Measures

To provide improved protective conditions for the West Indian Manatee, the following specific provisions will be implemented in operation of marinas in the North, Central and South Basins:

* The North, Central and South Basins will be designated and posted as idle speed zones by the U.S. Coast Guard. The Coast Guard, the Florida Marine Patrol, and the St. Petersburg Police Department marine unit will enforce the speed designation.

* Permanent manatee awareness, regulatory and "Information Display" signs will be installed and maintained (facing land) at docking and launching facilities.

* Permanent awareness and regulatory signs shall be 3' x 4', 125 gauge 6T5S aluminum, covered with white, engineer grade, reflective sheeting; black screened lettering and design; and orange, engineer grade reflective border. These signs shall conform with specifications of the DNR and the Florida Uniform Waterway Marking System, 327.40-1, F.S.. The installation of these signs shall be in accordance with the FDNR specifications for such signs. The Florida Department of Natural Resources will determine the appropriate placement of signs.

* A verification (letter) that signs have been installed at designated locations shall be forwarded to FDNR, Protected Species Management, before the marina docking/launching facility begins operation. All signs and pilings remain the responsibility of the owner(s) and are to be maintained for the life of the facility in a manner acceptable to the DNR.

* FDNR manatee educational materials will be available at the dockmaster's office.

* Permanent "Information Display" (consisting of two signs "Manatee Basic for Boaters" and "West Indian Manatee Fact Sheet") signs are installed at a prominent location (facing land) prior to the docking/launching facility beginning operation to increase awareness of boaters using the facility of the presence of manatees and of the need to minimize the threat of boats to manatees. One such exhibit is required per boat ramp and for marinas of 30 slips or more for areas regularly used by manatees. The location of the exhibits will be determined by DNR.

* The information displays will be maintained for the life of the project in a manner acceptable to DNR.
The contractor shall maintain a log detailing sightings, collisions, or injuries to manatees should they occur during the contract period. Following project completion, a report summarizing incidents and sightings shall be submitted to the Florida Department of Natural Resources, Marine Research Institute, Office of Protected Species Research, 100 8th Avenue SE, St. Petersburg, FL 33701-5095; and to the U.S. Fish and Wildlife Service Office, 3100 University Boulevard, Jacksonville, FL 32216.
MEMORANDUM

TO: Dave Goodwin, Planning Programs

FROM: Phyllis A. Yover-Klotz, Marina Assistant, St. Petersburg Municipal Marina

DATE: April 13, 1998

Subject: Manatee Protection Program, Placement of Signs and Literature

Please find enclosed the addresses for the placement of information regarding the Manatee Protection Program within the North, South and Central Basins of the St. Petersburg Municipal Marina.

The addresses listed below are the locations of the four (4) bulletin boards which are mounted in the dockhouses, lounge or laundry room areas of the Marina.

1. 100 2nd Ave. S.E.  1.) Demen's Landing Lounge
    St. Petersburg, FL 33701

2. 101 Bayshore Drive N.E.  2.) Covered Dock Laundry Room
    St. Petersburg, FL 33701

3. 400 2nd Ave. N.E.  3.) West Dock Dockhouse Hallway
    St. Petersburg, FL 33701

4. North Dock Dockhouse Hallway
    St. Petersburg, FL 33701
On the attached map of the North, Central and South Marina Basins, there are twelve (12) locations designated for the placement of Manatee awareness and regulatory signs. All signs are to be mounted to face the water, and the land.

1.) The north side of the entranceway to the North Basin. Point of land is the south end of Vinoy Park. Mounted on metal pole.

2.) The south side of the entranceway to the North Basin. Point of land is the north end of land adjacent to Spa Beach. Mounted on metal pole.

3.) The south side of the North Basin: Point of land is adjacent to the Dolphin Parking Lot of the Pier located on the Pier approach. Mounted on metal pole.

4.) The East end of the Transient Dock of the City Marina, located in the Central Basin. Mounted on existing sign structure.

5.) The Public Launch Ramp located in the Central Basin adjacent to the Marina Point Ship’s Store on Demen’s Landing. Mounted on metal pole.

6.) The north side of the entranceway to the Central Basin. Point of land is the jetty extending from the southeast corner of the Pelican Parking Lot of the Pier located on the Pier approach. Mounted on metal pole.

7.) The south side of the entranceway to the Central Basin. Point of land is the jetty extending from the north/south runway of Albert Whitted Airport. Mounted on metal pole.

8.) Between Dock #3 and Dock #4 of the City Marina, located in the South Basin. Mounted on existing hand railing.

9.) Between Dock #2 and Dock #3 of the City Marina, located in the South Basin. Mounted on existing hand railing.

10.) Between Dock #1 and Dock #2 of the City Marina, located in the South Basin. Mounted on existing hand railing.

11.) Between the Sailing Center and Dock #1 of the City Marina, located in the South Basin. Mounted on existing hand railing.

12.) On the North side of Lot 31, parking lot across Bayshore Blvd. from the Bayfront Center. Mounted on existing hand railing or seawall.
GENERAL NOTES


2. NOTES BELOW ARE NOT INTENDED TO REPLACE SPECIFICATIONS. SEE SPECIFICATIONS FOR REQUIREMENTS IN ADDITION TO GENERAL NOTES.

3. SITE VERIFICATION PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AS PER THESE DRAWINGS AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES IN DIMENSIONS OR SITE CONDITIONS. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION IN ANY SUCH AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

4. ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL SAFETY REGULATIONS ARE TO BE STRICTLY FOLLOWED. PROTECTION OF CONSTRUCTION AND EJECTION OF STRUCUTURAL MATERIAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.

5. THE CONTRACTOR SHALL, ON A DAILY BASIS, REMOVE FROM THE SITE ANY UNUSED MATERIAL OR DEBRIS. DISPOSAL OF THE MATERIALS IS THE RESPONSIBILITY OF THE CONTRACTOR, ALL DEBRIS SHALL BE DISPOSED OF IN A PERMITTED LANDFILL.

6. THE CONTRACTOR SHALL PLACE CONSTRUCTION DEBRIS CONTROL DEVICES, BARRIERS, TAPOULS, FLOATS, STAGING, AND OTHER DEVICES AS NEEDED TO PREVENT CONSTRUCTION DEBRIS FROM ENTERING THE WATER AND AIRBORNE MATERIALS FROM LEAVING THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF ALL DEBRIS ON-SITE OR IN THE WATER, AS PERMIT CONDITIONS.

7. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS, AND REGULATIONS.

8. WATER CONTROL IS BASED UPON CITY OF ST. PETERSBURG DATUM (COSPD) OF ELEVATION 97.00 EQUAL TO OLD MT.

9. THE FOLLOWING DATA IS PROVIDED CONCERNING TOAL INFORMATION BASED ON NOAA STATION 8725530 ST. PETERSBURG, FL:

<table>
<thead>
<tr>
<th>Min</th>
<th>Max</th>
<th>Mean</th>
<th>SD</th>
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<td>97.77</td>
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<td>96.70</td>
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<td>97.30</td>
<td>98.30</td>
<td>97.81</td>
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10. ALL SUBAQUEOUS DEBRIS NOT RESULTING FROM THE CONTRACTOR'S WORK AND EXISTING FOUNDATIONS DISCOVERED DURING DEMOLITION SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

11. THE CONTRACTOR SHALL REMOVE ALL BARRIERS, WORK BOATS, STAGING, AND OTHER TEMPORARY PLATFORMS AND/OR AREAS AT THE COMPLETION OF WORK.

12. CONTRACTOR SHALL NOTIFY THE SITE AND FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO THE WATER PERMIT CONDITIONS.

13. CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY AND DRAWINGS OF COMPLETED WORK TO THE ENGINEER.

14. ANY DAMAGE TO PROPERTY, CONSTRUCTION, AND EXISTING FOUNDATIONS DISCOVERED DURING DEMOLITION SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AVOIDING ALL PERMIT CONDITIONS AND REPORTING REQUIREMENTS.

16. WORK SHALL BE PERFORMED DURING DAYLIGHT HOURS UNTIL APPROVED BY THE CITY.

17. THE CONTRACTOR'S ATTENTION IS DRAWN TO THE FACT THAT ALL CONSTRUCTION/ACTIVITIES MUST CONFORM TO CITY OF ST. PETERSBURG NOISE CODE.

18. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE DOCK MASTER SO AS TO MINIMIZING DISRUPTION OF MARINA OPERATIONS AND MOORED VESSELS.

19. THE CONTRACTOR SHALL NOTIFY AND SOUGHT APPROVAL FROM THE DOCK MASTER A MINIMUM OF 48 HOURS PRIOR TO ANY DISRUPTION OF DOCK ACCESS OR UTILITIES TO AFFECTION BOAT TENANTS.

20. CONTRACTOR SHALL COMPLY WITH MANATEE PROTECTION REQUIREMENTS IN THE PERMITS AND CITY'S MANATEE PROTECTION PLAN.

GENERAL NOTES CONTINUED

21. CONSTRUCTION EQUIPMENT AND MATERIALS MAY BE STORED ONLY IN THE AREAS DESIGNATED BY THE CONTRACTOR.

22. PARKING AT THE MARINA IS LIMITED TO COMMERCIAL DELIVERY AND CONTRACTOR VEHICLES ONLY.

23. DISMANTLING OF BOATS FOR CONTRACTOR'S USE SHALL BE COORDINATED WITH THE DOCKMASTER.

24. CONTRACTOR SHALL COMPLY WITH BOAT LAUNCHING REGULATIONS TO PROTECT AND MAINTAIN ALL BOATS.

25. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DEBRIS AND DUST RESULTSING FROM CONSTRUCTION, BOATS, AND CARS IN THE VICINITY OF CONSTRUCTION.

TURBIDITY BARRIERS AND TESTING

1. TURBIDITY BARRIERS SHALL BE INSTALLED PER 2014 FOOT SSR6 SECTION 104 – PREVENTION, CONTROL AND ABDATION OF EROSION AND WATER POLLUTION.

2. BEFORE WORK AS PERMIT CONDITIONS REQUIRE THE CONTRACTOR SHALL MONITOR THE TURBIDITY LEVELS TO ENSURE THAT STATE WATER QUALITY STANDARDS ARE MAINTAINED.

3. REPORTING SHALL BE IN ACCORDANCE WITH THE PERMITS.

PILE DRIVING

1. PILE DRIVING PROCEDURES AND EQUIPMENT SHALL BE IN ACCORDANCE WITH SDOT STANDARD SPECIFICATIONS 455-5 EXCEPT AS AMENDED IN THESE CONTRACT DOCUMENTS.

2. CONTRACTOR SHALL PROVIDE INFORMATION ON PILE DRIVING HAMMER AND ACCESSORIES TO BE USED ON THIS JOB TO THE ENGINEER FOR APPROVAL.

3. SUBJECT TO THE TERMS, CONDITIONS AND REQUIREMENTS OF ALL PERMITS, THE CONTRACTOR SHALL IMEDIATELY NOTIFY OWNER OF ANY PILE THAT DOES NOT REACH THE REQUIRED PILE ELEVATION.

TIMBER PILES

1. TIMBER PILES SHALL BE 12" MINIMUM DIAMETER IN ACCORDANCE WITH SDOT SECTION 455.

2. CUT-OFF ELEVATION OF TIMBER PILES SHALL BE 1107 COSPD.

3. TIMBER PILES SHALL BE 12" MINIMUM DIAMETER IN ACCORDANCE WITH SDOT SECTION 455, PILES SHALL BE CROWNED TO 1107 COSPD TO 2 FEET BELOW MUDLINE WITH 90 DEGREE ROUGHNESS APPROXIMATE ELEVATION.
<table>
<thead>
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<td>LS</td>
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| UOM | UNLESS OTHERWISE NOTED |
|----------------|
| MIN | MINIMUM |
| MINH | MEAN HIGHER HIGH WATER |
| MINW | MEAN HIGH WATER |
| H | MILE PER HOUR |
| MSL | MEAN SEA LEVEL |
| N | NORTH |
| NE | NORTH EAST |
| NPFA | NATIONAL FIRE PROTECTION ASSOCIATION |
| NY | NUMBER |
| NO | NOT IN CONTRACT |
| NPT | NATIONAL PIPE THREAD |
| NW | NORTH WEST |
| O | OUTSIDE TO OUTSIDE |
| O/C | OUTSIDE CENTER |
| OD | OUTSIDE DIAMETER |
| O/B | OUTBOARD |
| O/B | OUTSIDE TO OUTSIDE |
| O/B | OUTSIDE CENTER |
| O/D | OUTSIDE DIAMETER |
| O/B | OUTBOARD |
| PD | PROJECT |
| RD | ROAD |
| REM | RELOCATED |
| RF | REPLACED |
| RT | RIGHT |
| SE | SOUTH EAST |
| SF | SQUARE FOOT |
| SQ | SQUARE |
| SS | STAINLESS STEEL |
| ST | STREET |
| STA | STATION |
| STD | STANDARD |
| STL | STEEL |
| SW | SOUTH WEST |

| TDB | TO BE REMOVED |
| TON | TO TON |
| TREAT | TREATMENT |
| TYP | TYPICAL |

| TDB | TO BE REMOVED |
| TON | TO TON |
| TREAT | TREATMENT |
| TYP | TYPICAL |

| TDB | TO BE REMOVED |
| TON | TO TON |
| TREAT | TREATMENT |
| TYP | TYPICAL |

| TDB | TO BE REMOVED |
| TON | TO TON |
| TREAT | TREATMENT |
| TYP | TYPICAL |
APPROXIMATE PROPOSED STAGING AREA

CONTRACTOR SHALL BE RESTRICTED TO DESIGNATED STAGING AREA (100' X 60') AND SHALL PROTECT IT AND SURROUNDING GROUNDS AND FACILITIES FROM DAMAGE.

ANY DAMAGE TO SAME SHALL BE PROMPTLY RESTORED TO LIKE NEW CONDITIONS BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE CITY.

APPROVED
PINellas COUNTY

3/26/14
See additional sheets for detail

RICHARD C. HEHRMANN II
STATE OF FLORIDA
REGISTRATION NO. 31603
APPROXIMATE PROPOSED STAGING AREA

CONTRACTOR SHALL BE RESTRICTED TO DESIGNATED STAGING AREA (100' X 60') AND SHALL PROTECT IT AND SURROUNDING GROUNDS AND FACILITIES FROM DAMAGE.

ANY DAMAGE TO SAME SHALL BE PROMPTLY RESTORED TO LIKE NEW CONDITIONS BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE CITY.
FOR SLIP No's 104 THRU 115 THE FOLLOWING REQUIREMENTS APPLY:
EXISTING PILING TO BE REMOVED AND BE REPLACED WITH THE NEW
PILING.
EXISTING CLEATS AND ANCHOR BOLTS TO BE REMOVED.
REFER TO DRAWING 10943-16 FOR NEW SLIP/PILING & CLEAT
LAYOUT.

NOTES:
1. WORKING PILES ARE SHOWN IN APPROXIMATE LOCATION
2. ALL NEW WORKING PILES AND DOLPHINS
   UNLESS OTHERWISE NOTED, ARE 30' IN LENGTH
3. FOR WORKING PILE SCHEDULE, SEE DRAWING NUMBER 10943-17 AND
   10943-18

LEGEND:
E EXISTING STRUCTURAL PILE TO REMAIN
+ EXISTING WORKING TIMBER PILE TO REMAIN
X WORKING PILE TO BE REPLACED (REMOVE
OLD, REPLACE W/ NEW)
O WORKING PILE TO BE REMOVED AND
DISPOSED
E WORKING PILE TO BE RELOCATED
H WORKING PILE TO BE ADDED (NEW)
B PILE WORKING DOLPHIN TO BE ADDED (NEW)
SHIPS STORE
500 1ST AVE SE

NOTES
1. WORKING PILES ARE SHOWN IN APPROXIMATE LOCATION
2. ALL NEW WORKING PILES AND DOLPHINS, UNLESS OTHERWISE NOTED, ARE 50' IN LENGTH
3. FOR WORKING PILE SCHEDULE, SEE DRAWING NUMBER 10943-17 AND 10943-18

LEGEND
□ EXISTING STRUCTURAL PILE TO REMAIN
□ EXISTING WORKING TIMBER PILE TO REMAIN
□ WORKING PILE TO BE REPLACED (REMOVE OLD, REPLACE BY NEW)
□ WORKING PILE TO BE REMOVED AND DISPOSED
□ WORKING PILE TO BE RELOCATED
□ WORKING PILE TO BE ADDED (NEW)
□ 3 PILE WORKING DOLPHIN TO BE ADDED (NEW)
NOTE:
PULL AND REPLACE ALL NOTED PILING ON THIS
DRAWING WITH NEW 40' MOORING PILES

NOTES:
1. MOORING PILES ARE SHOWN IN
   APPROXIMATE LOCATION
2. ALL NEW MOORING PILES AND DOFPINS
   UNLESS OTHERWISE NOTED ARE 50' IN
   LENGTH
3. FOR MOORING PILE SCHEDULE SEE
   DRAWING NUMBER 10643-17 AND
   10643-18

LEGEND

☐ EXISTING STRUCTURAL PILE TO
   REMAIN
☐ EXISTING WORKING TIMBER PILE TO
   REMAIN
☐ MOORING PILE TO BE REPLACED (REMOVE
   OLD, REPLACE W/ NEW)
☐ MOORING PILE TO BE REMOVED AND
   DISPOSED
☐ MOORING PILE TO BE RELOCATED
☐ MOORING PILE TO BE ADDED (NEW)
☐ 3 PILE WORKING DOFPIN TO BE ADDED (NEW)
1. CLEATS SHALL BE ALUMINUM ALLOY 308 OR EQUIVALENT AND ANCHOR BOLTS SHALL BE ASTM A490
2. BLAST CLEAN SURFACES IN ACCORDANCE WITH SSPC SPA 6. WASH CLEANED SURFACES WHICH BECOME CONTAMINATED WITH RUST, DIRT, OIL, GREASE OR OTHER CONTAMINATES WITH SOLVENTS UNTIL THOROUGHLY CLEAN. STEEL TO BE EMBEDDED IN CONCRETE SHALL BE FREE OF DIRT AND GREASE.

DETAIL "4"

NOTE:
1. CONTRACTOR SHALL ROUGHEN SURFACE OF EXISTING CONCRETE TO MINIMUM 1/4 INCH AMPLITUDE.
2. AS DIRECTED, CONTRACTOR SHALL CLEAN EXISTING EXPOSED REINFORCEMENT BEFORE PLACING CONCRETE REPAIR.
3. CONTRACTOR SHALL REPLACE EXPOSED REINFORCEMENT IF CROSS-SECTIONAL AREA LOSS IS GREATER THAN 10%.

DETAIL "5"
EXISTING PILES TO BE REMOVED
TYPICAL FOR SLIP No'S 104 THRU 115

REMOVE EXISTING CLEATS (REFER TO 10943-15 DET. 5)
FURNISH AND INSTALL NEW 15" "S" CLEATS
(REFER TO 10943-15 DET. 4)
TYPICAL FOR SLIP No'S 104 THRU 115

NEW PILES TO BE INSTALLED
TYPICAL FOR SLIP No'S 104 THRU 115

(PORTION OF) NEW SLIP LAYOUT "A"
(TYPICAL FOR SLIP No'S 104 THRU 115)
### Central Basin - North Docks

<table>
<thead>
<tr>
<th>Slip No.</th>
<th>Description</th>
<th>Location</th>
<th>No. of Piles</th>
<th>Length (ft)</th>
<th>Action</th>
<th>Detail</th>
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<td>NB8/NB9</td>
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<td>NB11/NB12</td>
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<td>NB19/NB20</td>
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*North Docks Total 50' Single Piles to be Replaced: 3*

### Central Basin - North Quay Wall Slips

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<tr>
<th>Slip No.</th>
<th>Description</th>
<th>Location</th>
<th>No. of Piles</th>
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<th>Detail</th>
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<tr>
<td>Q79/Q80</td>
<td>PILE</td>
<td>-</td>
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<td>Q81/Q82</td>
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<td>Q83/Q84</td>
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<tr>
<td>Q19/Q20</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>40</td>
<td>REPLACE</td>
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</tr>
<tr>
<td>Q10/Q10</td>
<td>PILE</td>
<td>-</td>
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<td>REMOVE</td>
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<tr>
<td>Q10/A10</td>
<td>PILE</td>
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<td>1</td>
<td>40</td>
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<tr>
<td>Q10/Q15</td>
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<td>1</td>
<td>50</td>
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<tr>
<td>Q10/Q20</td>
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<td>50</td>
<td>REPLACE</td>
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<td>PILE</td>
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<tr>
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*North Quay Wall Slips Total 40' Single Piles to be Removed: 2*  
*North Quay Wall Slips Total 40' Single Piles to be Replaced: 6*  
*North Quay Wall Slips Total 50' Single Piles to be Replaced: 11*

### Central Basin - Pump Station

<table>
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<tr>
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*Central Basin - Pump Station Total 50' Single Piles to be Replaced: 1*
### SOUTH BASIN - SOUTH DOCKS - PIER 1

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<td>SC193/SC195</td>
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**SOUTH DOCKS PIER 1 TOTAL 40' SINGLE PILES TO BE REPLACED:** 10

### SOUTH BASIN - SOUTH DOCKS - PIER 2

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**SOUTH DOCKS PIER 2 TOTAL 40' SINGLE PILES TO BE REPLACED:** 2

### SOUTH BASIN - SOUTH DOCKS - PIER 3

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**SOUTH DOCKS PIER 3 TOTAL 50' SINGLE PILES TO BE REPLACED:** 4
MEMORANDUM

TO:       Bruce Grimes, Manager, Property Management and Realty Services
FROM:     Mark A. Winn, Chief Assistant City Attorney
DATE:     August 23, 2002
RE:       Submerged Lands

Attached please find a copy of Chapter 7781 Laws of Florida, 1918 and Chapter 7893 Laws of Florida, 1919. These documents grant the City and certain property owners title to certain submerged lands in Tampa Bay in fee simple. I have forwarded these Acts to Real Estate on numerous occasions over the last 15 years for your files but continue to get referrals of citizens, and City staff, from your staff to me requesting copies of these documents. Since they evidence title to certain City-owned submerged land (which is generally the subject of interest of the requestor), I thought you might want to keep a copy for your records so that the next time somebody asks how or why the City owns particular parcels of submerged land, you may be able to provide that information to them without the necessity of involving this Office in finding these documents for your Department again.

If can be of further assistance, or if you have any questions, please feel free to contact me.

Mark A. Winn

bg

Attachment

0012994 WPD
APPENDIX B

LAWS OF FLORIDA.

Chap. 7781
1918

Be it enacted by the Legislature of the State of Florida:

Section 1. That the said election held in the Town of Palm Beach, Florida, on the 31st day of July, 1917, to determine whether or not said town should issue bonds to the amount of Fifty Thousand & nd/100 ($50,000.00) Dollars for general improvement purposes of said Town, be and is hereby validated, confirmed and legalized in each and every respect.

Sec. 2. The provisions of this Act shall be construed to be remedial and curative of any defect in any proceedings heretofore had by the said Town of Palm Beach, Florida, in relation to said election and said bond issue and the said issue of bonds is hereby validated, legalized and confirmed in each and every respect.

Sec. 3. All laws and parts of laws in conflict with the provisions of this Act are hereby repealed.

Sec. 4. This Act shall take effect immediately upon its passage and approval by the Governor.

Approved Dec. 5, 1918.

CHAPTER 7781—(No. 56).

AN ACT to Grant the Water Front, Riparian Rights and Submerged Lands in Tampa Bay, in Front of that Property of the City of St. Petersburg lying between Coffee Pot Bayou and the South Line of 14th Avenue, South, Extended East, to which the State may have any Title or Right of Possession to the City of St. Petersburg, and the Individual Owners of Land Abutting Tampa Bay, between said Points.
LAWS OF FLORIDA.

Be it Enacted by the Legislature of the State of Florida:

Section 1. That the State of Florida, hereby grants to the City of St. Petersburg and the several individual property owners, whose land lies on the east boundary of the incorporate limits of the city of St. Petersburg, adjacent to and abutting on Tampa Bay, in fee simple, absolutely, all lands owned or held by the State of Florida, in trust or otherwise, and lying or being within the corporate limits of said city of St. Petersburg, whether said lands are covered or partly covered by the tide, or otherwise, and including all lands that have been re-claimed or filled in by said City or said property owners, prior to the enactment of this Act.

Sec. 2. That this Act shall take effect upon its passage and approval by the Governor, or upon its becoming a law without his approval.

Approved Dec. 5, 1918.

CHAPTER 7782—(No. 57).

AN ACT to Prohibit the Dumping of Garbage into Doctor's Lake, a Lake in Clay County, Florida, and to provide a penalty for the violation thereof.

Be it Enacted by the Legislature of the State of Florida:

Section 1. That from and after the passage of this act it shall be unlawful for any person or persons, firm or corporation, or any servant or servants or other employee of any person or persons, firm or corporation to dump or cause to be dumped any garbage into Doctor's Lake, a lake situate in Clay County, Florida.

Sec. 2. That any person or persons, firm or corporation, or any servant or servants or other employee of any such person or persons, firm or corporation violating the provisions of this act shall upon conviction thereof be punished by a fine of not exceeding five thousand dollars.
LAWS OF FLORIDA.

CHAPTER 7781—(No. 56).

AN ACT to Grant the Water Front, Riparian Rights and Submerged Lands in Tampa Bay, in Front of that Property of the City of St. Petersburg lying between Coffee Pot Bayou and the South Line of 14th Avenue, South, Extended East, to which the State may have any Title or Right of Possession to the City of St. Petersburg, and the Individual Owners of Land Abutting Tampa Bay, between said Points.

By it Enacted by the Legislature of the State of Florida:

Section 1. That the State of Florida, hereby grants to the City of St. Petersburg and the several individual property owners, whose land lies on the east boundary of the incorporate limits of the city of St. Petersburg, adjacent to and abutting on Tampa Bay, in fee simple, absolutely, all lands owned or held by the State of Florida, in trust or otherwise, and lying or being within the corporate limits of said city of St. Petersburg, whether said lands are covered or partly covered by the tide, or otherwise, and including all lands that have been re-claimed or filled in by said City or said property owners, prior to the enactment of this Act.

Sec. 2. That this Act shall take effect upon its passage and approval by the Governor, or upon its becoming a law without his approval.

Approved Dec. 5, 1918.
LAWS OF FLORIDA.

Chap. 1113.
1919

Plats and field notes to be filed.

ment Fund, together with any and all contracts, resolu-
tions and instructions relating to such surveys, be and the
same are hereby approved, validated and confirmed.

Sec. 3. That when such surveys shall have been made
and approved by the Chief Drainage Engineer, the plats
and field notes thereof shall be filed in the office of the
Commissioner of Agriculture of this State, who shall
be the custodian of such plats and field notes for the
use of the public under such regulations as may apply
to the use of plats and field notes of the Public Land
Surveys of the United States, and a duly certified copy
of the same shall be admissible as evidence in any court
of law or equity in this State.

Sec. 4. All laws and parts of laws in conflict here-
with be and the same are hereby repealed.

Sec. 5. This Act shall take effect immediately on its
passage and approval by the Governor.

Approved June 7, 1919.

CHAPTER 7803—(No. 111).

AN ACT to Amend the Title of Chapter 7781, Acts of
the Extraordinary Session of the Florida Legislature
1918, entitled "An Act to Grant the Water Front, Rip-
arian Rights and Submerged Lands in Tampa Bay,
in front of that Property of the City of St. Peters-
burg lying between Coffee Pot Bayou and the South
Line of Fourteenth Avenue South, extended East, to
which the State may have any Title or Right of Pos-
session to the City of St. Petersburg, and the Individ-
ual Owners of Land Abutting Tampa Bay, between
said Points."

Be It Enacted by the Legislature of the State of Florida:

Section 1. That the title to the above Act be and it
is hereby amended to read as follows:

An Act to grant the water front, Riparian Rights and
Submerged Lands in Tampa Bay in front of the City of
St. Petersburg, from Coffee Pot Bayou to the South
Limits of said City, to which the State may have any
LAW OF FLORIDA.

AN ACT to Authorize the Trustees of the Internal Improvement Fund of the State of Florida to sell all of the Moss, Standing Timber and Fallen Timber and Logs in the Dead Lakes in Calhoun County, Florida.

Whereas, Certain waters within Calhoun County, State of Florida, belong to the State under its sovereign rights; and

Whereas, There are large quantities of moss, standing timber and fallen timber and logs in the Dead Lakes in Calhoun County, Florida; and

Whereas, Under the existing laws no one has authority to sell or dispose of said moss, standing timber and fallen logs; and,

Whereas, It is to the best interest of the State that said moss and timber be sold so that the people of the State may have the benefit of the same; therefore,

Be It Enacted by the Legislature of the State of Florida:

Section 1. That the Trustees of the Internal Improvement Fund of the State of Florida are hereby authorized to sell all the moss, standing timber and fallen timber and logs in the Dead Lakes in Calhoun County, Florida, to the best interest of the State.

Provided, that the money received from such sale or sales shall be placed in the State School Fund.

Sec. 2. This Act shall take effect as soon as it becomes a law.

Approved June 9, 1919.
Department of Environmental Protection

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

City of St. Petersburg
Micheal Connors, P.E.
c/o Jeffrey D. Malyszek, P.E.
Moffatt & Nichol Engineers
1509 Waet Swann Avenue, Suite 225
Tampa, Fl 33606

File No.: 52-0208263-002, Pinellas County
City of St. Petersburg Municipal Marina

Dear Malyszek:

The Department’s Title and Land Records Section has reviewed the location of your project, at 300 2nd Ave No, St. Petersburg, and has determined that it is not on state-owned submerged lands. Therefore, your project is exempt from the further requirements of Chapter 253, Florida Statutes.

We appreciate your cooperation. If you have questions, please contact me at (813) 744-6100, ext. 413.

Sincerely,

Mistie T. Forehand
Environmental Specialist 1
Environmental Resource Management
MEMORANDUM

City of St. Petersburg
Engineering & Capital Improvements Department

January 10, 2014

TO:       Eva Andujar, City Clerk
FROM:     Thomas B. Gibson, Engineering & Capital Improvements Director
SUBJECT:  Revised Signature Authority

The following staff has designated Signature Authority within the Engineering & Capital Improvements Department per Administrative Policy #010202:

- Thomas B. Gibson, Director
- Michael L. Ryle, Assistant Director
- Michael H. Link, Manager

Approved by:

Michael J. Connors  Gary Cornwell
Public Works Administrator  Interim City Administrator

TBG rp

c:  Gary Cornwell
    Michael Connors
    Michael Ryle
    Michael Link
    Department File

This signature authority delegation is in full force effective this date.

Eva Andujar, City Clerk

2/3/2014 (Seal)
MUNICIPAL MARINA - MOORING PILING REPLACEMENT
FY 2013-14
PROJECT NO. 13073-119

PROJECT LOCATION
ST. PETERSBURG MUNICIPAL MARINA
500 FIRST AVE. S.E.

ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST. PETERSBURG, FL.

APPROVED FOR BID

THOMAS B. GIBSON, P.E.
DIRECTOR OF ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT

DRAWING INDEX

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<td>LEGEND &amp; ABBREVIATIONS</td>
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<td>SHEET LAYOUT &amp; STAGING AREA</td>
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GENERAL NOTES


2. NOTES BELOW ARE NOT INTENDED TO REPLACE SPECIFICATIONS. SEE SPECIFICATIONS FOR REQUIREMENTS IN ADDITION TO GENERAL NOTES.

3. SITE VERIFICATION. PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS DERIVED ON THESE DRAWINGS AND NOTIFY THE ENGINEER IN WRITING OF ANY DIScrepancies in dimensions or site conditions. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION IN ANY SUCH EFFECTED AREA UNTIL THE DIScrepancy HAS BEEN RESOLVED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

4. ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL SAFETY REGULATIONS ARE TO BE STRICTLY FOLLOWED. METHODS OF CONSTRUCTION AND DIRECTION OF STRUCTURAL MATERIAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.

5. THE CONTRACTOR SHALL, ON A DAILY BASIS, REMOVE FROM THE SITE ANY UNUSABLE MATERIAL OR DEBRIS. DISPOSAL OF THE MATERIALS IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL DEBRIS SHALL BE DISPOSED OF IN A PERMITTED LANDFILL.

6. THE CONTRACTOR SHALL PLACE CONSTRUCTION DEBRIS CONTROL DEVICES, BOXES, TARPULINS, FLOATS, STAGING, AND OTHER DEVICES AS NECESSARY TO PREVENT CONSTRUCTION DEBRIS FROM ENTERING THE WATER AND AIR BORNE MATERIALS FROM LEAVING THE PROPERTY LIMITS. THE CONTRACTOR SHALL TAKE MEASURES TO EMERGENCY EXIT PLANS.

7. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL AND ENVIRONMENTAL PROTECTION STANDARDS, LAWS, AND REGULATIONS.

8. VERTICAL CONTROL IS BASED UPON CITY OF ST. PETERSBURG DATUM (CPSD) OR ELEVATION 97.00 EQUAL TO 0.00 MSL.

9. THE FOLLOWING DATA IS PROVIDED CONCERNING TIDAL INFORMATION BASED ON NOAA STATION 8726520 ST. PETERSBURG, FL.

MOW = +46.05 CPSD
MHW = +49.77 CPSD
MLW = +46.20 CPSD
MLW = +49.01 CPSD

10. ALL SUBCONDITIONS DEBRIS NOT RESULTING FROM THE CONTRACTOR'S WORK AND EXISTING FOUNDATIONS UNCOVERED DURING EXCAVATION SHALL IMEDIATELY BE REMOVED BY THE ATTENTION OF THE CONTRACTOR.

11. THE CONTRACTOR SHALL REMOVE ALL BARRIERS, WORK BOATS, STAGING, AND OTHER TEMPORARY PLATFORMS AND/OR AREAS AT THE COMPLETION OF WORK.

12. THE CONTRACTOR SHALL VISIT THE SITE AND FIELD VERIFY EXISTING CONDITIONS AND Dimensions PRIOR TO CONSTRUCTION TO ENSURE THAT THE SITE IS CONTINUED TO THE ATTENTION OF THE CONTRACTOR.

13. CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY AND DRAWINGS OF COMPLETED WORK TO THE ENGINEER.

14. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS AND BRIDGES CAUSED BY THE CONTRACTOR ACTIVITIES (OR ACCESS TO THE WORK SITE) RELATED TO THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL EXPENSE TO THE OWNER.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL PERMIT CONDITIONS AND REPORTING REQUIREMENTS.

16. WORK SHALL BE PERFORMED DURING DAYTIME HOURS UNLESS APPROVED BY THE CITY.

17. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT ALL CONSTRUCTION/ACTIVITIES MUST CONFORM TO CITY OF ST. PETERSBURG NOISE CODE.

18. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE DOCK MASTER SO AS TO MINIMIZE DISRUPTION OF MARINA OPERATIONS AND BERTHED VESSELS.

19. THE CONTRACTOR SHALL NOTIFY AND SOLICIT APPROVAL FROM THE DOCK MASTER A MINIMUM OF 48 HOURS PRIOR TO ANY DISRUPTION OF DOCK ACCESS AND UTILITIES TO AFFECITED BOAT TENANTS.

20. THE CONTRACTOR SHALL COMPLY WITH MANATEE PROTECTION REQUIREMENTS IN THE PERMITS AND CITY'S MANATEE PROTECTION PLAN.

TURBIDITY BARRIERS AND TESTING

1. TURBIDITY BARRIERS SHALL BE INSTALLED PER 2014 FDOT SBRC SECTION 104 - PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION.

2. DURING THE WORK AS PERMIT CONDITIONS REQUIRE, THE CONTRACTOR SHALL MONITOR THE TURBIDITY LEVELS TO ENSURE THAT STATE WATER QUALITY STANDARDS ARE MAINTAINED.

3. REPORTING SHALL BE IN ACCORDANCE WITH THE PERMITS.

PILE DRIVING

1. PILE DRIVING PROCEDURES AND EQUIPMENT SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS 455-5 EXCEPT AS AMENDED IN THESE CONTRACT DOCUMENTS.

2. CONTRACTOR SHALL PROVIDE INFORMATION ON PILE DRIVING HAMMER AND ACCESSORIES TO BE USED ON THIS PROJECT TO THE ENGINEER FOR APPROVAL. CONTRACTOR SHALL OBTAIN APPROVAL PRIOR TO MOBILIZING PILE DRIVING EQUIPMENT.

3. SUBJECT TO THE TERMS, CONDITIONS AND REQUIREMENTS OF ALL PERMITS, ELEVATIONS OF THE PILES TO THE REQUIRED TIP ELEVATIONS IS AN ACCEPTABLE INSTALLATION METHOD IN THE PILE DRIVING, OR IN COMBINATION WITH PILE DRIVING.

4. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER OF ANY PILE THAT DOES NOT REACH THE REQUIRED PILE TIP ELEVATION.

TIMBER PILES

1. TIMBER PILES SHALL BE 12" MIN BUD DIAMETER IN ACCORDANCE WITH FOOT SECTION 455.

2. CUT-OFF ELEVATION OF TIMBER PILES SHALL BE +107 CPSD.

3. TIMBER PILES SHALL BE CCA TREATED IN ACCORDANCE WITH FOOT SECTION 455. PILES SHALL BE WRAPPED IN 100 CPSD TO 2 FEET BELOW MLBINE WITH 100 ML HOPE OR APPROVED EQUAL.
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<td>Square Yard</td>
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<td>Township</td>
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**Abbreviations Legend & Abbreviations**

**LEGEND & ABBREVIATIONS**

**MUNICIPAL MARINA – MOORING PILING REPLACEMENT FY 2013-14**

**PROJECT NO:** 13073-119

**DATE 12/13**

**SCALE: NOT TO SCALE**

**DRAWN BY:**

**CHECKED BY:**

**APPROVED BY:**

**ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST. PETERSBURG**

**DATE 12/13**

**DRAWN BY:**

**CHECKED BY:**

**APPROVED BY:**

**PROJECT NO:** 13073-119

**DATE 12/13**

**SCALE: NOT TO SCALE**

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**APPROVED BY:**

**PROJECT NO:** 13073-119

**DATE 12/13**

**SCALE: NOT TO SCALE**

**DRAWN BY:**

**CHECKED BY:**

**APPROVED BY:**
CONTRACTOR SHALL BE RESTRICTED TO DESIGNATED STAGING AREA (100' X 60') AND SHALL PROTECT IT AND SURROUNDING GROUNDS AND FACILITIES FROM DAMAGE.

ANY DAMAGE TO SAME SHALL BE PROMPTLY RESTORED TO LIKE NEW CONDITIONS BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE CITY.

ALBERT WHITED AIRPORT
FOR SLIP No's 104 THRU 115 THE FOLLOWING REQUIREMENTS APPLY:
EXISTING PILING TO BE REMOVED AND BE REPLACED WITH THE NEW
PILING.
EXISTING CLEATS AND ANCHOR BOLTS TO BE REMOVED.
REFER TO DRAWING 10943-16 FOR NEW SLIP/PILING & CLEAT
LAYOUT

NOTES
1. MOORING PILES ARE SHOWN IN
   APPROPRIATE LOCATION
2. ALL NEW MOORING PILES AND DOLPHINS,
   UNLESS OTHERWISE NOTED, ARE 50' IN
   LENGTH
3. FOR MOORING PILE SCHEDULE, SEE
   DRAWING NUMBER 10943-17 AND
   10943-18

CENTRAL YACHT BASIN
NORTH QUAY WALL

ENGINEERING & CAPITAL
IMPROVEMENTS DEPARTMENT
CITY OF ST. PETERSBURG

MUNICIPAL MARINA – MOORING
PILING REPLACEMENT FY 2013-14
PROJECT NO: 13073-119
NORTH DOCKS

NOTES
1. MOORING PILES ARE SHOWN IN APPROXIMATE LOCATION

2. ALL NEW MOORING PILES AND DOLPHINS, UNLESS OTHERWISE NOTED, ARE 55' IN LENGTH

3. FOR MOORING PILE SCHEDULE, SEE DRAWING NUMBER 10533-17 AND 10943-18

LEGEND
☐ EXISTING STRUCTURAL PILE TO REMAIN
☐ EXISTING MOORING TIMBER PILE TO REMAIN
☐ MOORING PILE TO BE REPLACED (REMOVE OLD, REPLACE W/ NEW)
☐ MOORING PILE TO BE REMOVED AND DISPOSED
☐ MOORING PILE TO BE RELOCATED
☐ MOORING PILE TO BE ADDED (NEW)
☐ 3 PILE MOORING DOLPHIN TO BE ADDED (NEW)
NOTE:
PULL AND REPLACE ALL NOTED PILING ON THIS
DRAWING WITH NEW 40' MOORING PILES

NOTES
1. MOORING PILES ARE SHOWN IN
APPROXIMATE LOCATION
2. ALL NEW MOORING PILES AND DOLPHINS,
UNLESS OTHERWISE NOTED, ARE 30' IN
LENGTH
3. FOR MOORING PILE SCHEDULE, SEE
DRAWING NUMBER 10943-17 AND
10943-18

LEGEND
□ EXISTING STRUCTURAL PILE TO
REMAIN
• EXISTING MOORING TIMBER PILE TO
REMAIN
• MOORING PILE TO BE REPLACED (REMOVE
OLD, REPLACE W/ NEW)
• MOORING PILE TO BE REMOVED AND
DISPOSED
• MOORING PILE TO BE RELOCATED
• MOORING PILE TO BE ADDED (NEW)
• 3 PILE MOORING DOLPHIN TO BE ADDED (NEW)
NOTES
1. MOORING PILES ARE SHOWN IN APPROXIMATE LOCATION.
2. ALL NEW MOORING PILES AND DOLPHINS, UNLESS OTHERWISE NOTED, ARE 96' IN LENGTH.

LEGEND
• EXISTING STRUCTURAL PILE TO BE REMOVED
• EXISTING MOORING TIMBER PILE TO REMAIN
• MOORING PILE TO BE REPLACED (REMOVING OLD, REPLACING NEW)
• MOORING PILE TO BE REMOVED AND DISPOSED
• MOORING PILE TO BE RELOCATED
• MOORING PILE TO BE ADDED (NEW)
• 3 PILE MOORING DOLPHIN TO BE ADDED (NEW)
TYPICAL MOORING DOLPHIN DETAIL

DETAIL "1"

2-PILE MOORING DOLPHIN DETAIL

DETAIL "2"

3-PILE MOORING DOLPHIN DETAIL

DETAIL "3"

PLE TIP EL

REFER TO TABLE BELOW FOR PILE TIP EL.

EL +107.00

CUT-OFF EL +107.00

TIMBER PILE, TYP

1 x CALY THRU BOLT,
COUNTERSUNK, w/NUT & OEGE WASHERS, TYP

EL +106.00

EL +102.00

EL +100.00, TOP OF PILE WRAP

EL VARES

EL +100.00, TOP OF PILE WRAP

EL VARES

CUT-OFF EL +107.00

TIMBER PILE, TYP

1 x CALY THRU BOLT,
COUNTERSUNK, w/NUT & OEGE WASHERS, TYP

EL +106.00

EL +102.00

EL +100.00, TOP OF PILE WRAP

EL VARES

EL +100.00, TOP OF PILE WRAP

EL VARES

EL +102.00

TYPICAL MOORING DOLPHIN DETAIL

DETAIL "1"

2-PILE MOORING DOLPHIN DETAIL

DETAIL "2"

3-PILE MOORING DOLPHIN DETAIL

DETAIL "3"

PLE TIP ELEVATION

PLE TIP EL

+7.00

+7.00

+57.00

30'

40'

50'

PLE LENGTH

1

2

3

 engineering & capital improvements department
city of st. petersburg
municipal marina - mooring piling replacement fy 2013-14
project no: 13073-119

m. o. p. m.
FILL BOLT RECESS w/POLYURETHANE SEALANT

1'-3''

NEW GROUT RED

DRILL & GROUT GALV STL ANCHORS
SIZE AND TYP MIN EMBEDMENT AS RECOMMENDED BY MANUFACTURER

NOTE:
1. CLEATS SHALL BE ALUMINUM ALLOY 356 OR EQUIVALENT AND ANCHOR BOLTS SHALL BE ASTM A490
2. BLAST CLEAN SURFACES IN ACCORDANCE WITH SSPC SP 6, WASH CLEANED SURFACES WHICH BECOME CONTAMINATED WITH RUST, DIRT, OIL, GREASE OR OTHER CONTAMINATES UNTIL THOROUGHLY CLEAN. STEEL TO BE EMBEDDED IN CONCRETE SHALL BE FREE OF DIRT AND GREASE.

DETAIL "4"

COAT SURFACE WITH EPOXY BONDING COMPOUND & FILL AREA WITH EPOXY CONCRETE

EXIST ANCHOR BOLT

DEMO CONCRETE AROUNDホール AT A 1:1 SLOPE TO A MN ACCEPTABLE DEPTH

CUT OFF AND REMOVE ANCHOR BOLT AT LOWEST ACCEPTABLE POINT POSSIBLE

DEMOLITION

1" DEEP CHISELED VERTICAL SURFACE AROUND THE PERIMETER OF THE REPAIR

ANCHOR BOLT REPAIR DETAIL

NOTES:
1. CONTRACTOR SHALL ROUGHEN SURFACE OF EXISTING CONCRETE TO MINIMUM 1/4" AMPLITUDE
2. AS DIRECTED, CONTRACTOR SHALL CLEAN EXISTING EXPOSED REINFORCEMENT BEFORE PLACING CONCRETE REPAIR
3. CONTRACTOR SHALL REPLACE EXPOSED REINFORCEMENT IF CROSS-SECTIONAL AREA LOSS IS GREATER THAN 10%.

DETAIL "5"

PROJECT NO: 13073-119
EXISTING PILES TO BE REMOVED
TYPICAL FOR SLIP NO'S 104 THRU 115

REMOVE EXISTING CLEATS (REFER TO 10943-15 DET. 5)
FURNISH AND INSTALL NEW 15" "S" CLEATS
(REFER TO 10943-15 DET. 4)
TYPICAL FOR SLIP No'S 104 THRU 115

NEW PILES TO BE INSTALLED
TYPICAL FOR SLIP
No'S 104 THRU 115

(PORTION OF) NEW SLIP LAYOUT "A"
(TYPICAL FOR SLIP No'S 104 THRU 115)
### Central Basin - North Docks

<table>
<thead>
<tr>
<th>Slip Nos.</th>
<th>Description</th>
<th>Location</th>
<th>No. of Piles</th>
<th>Length (ft)</th>
<th>Action</th>
<th>Detail</th>
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</thead>
<tbody>
<tr>
<td>NB8/NB9</td>
<td>PILE</td>
<td>O/B</td>
<td>1</td>
<td>50</td>
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<td>NB11/NB12</td>
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<td>NB19/NB20</td>
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<td>50</td>
<td>REPLACE</td>
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North Docks total 50' single piles to be replaced: 3

### Central Basin - North Quay Wall Slips

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<th>No. of Piles</th>
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<th>Action</th>
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</thead>
<tbody>
<tr>
<td>Q49/Q50</td>
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<td>-</td>
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<td>Q103/Q104</td>
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<td>Q111/Q112</td>
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North Quay Wall Slips total 40' single piles to be removed: 2
North Quay Wall Slips total 40' single piles to be replaced: 6
North Quay Wall Slips total 50' single piles to be replaced: 11

### Central Basin - Pump Station

<table>
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<th>Description</th>
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<th>No. of Piles</th>
<th>Length (ft)</th>
<th>Action</th>
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<tbody>
<tr>
<td></td>
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Central Basin - Pump Station total 50' single piles to be replaced: 1
## SOUTH BASIN - SOUTH DOCKS - PIER 1

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<tr>
<td>SC199/SC201</td>
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<td>-</td>
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<td>REPLACE</td>
<td>1</td>
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<tr>
<td>SC203/SC205</td>
<td>PILE</td>
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**SOUTH DOCKS PIER 1 TOTAL 40' SINGLE PILES TO BE REPLACED**

10

## SOUTH BASIN - SOUTH DOCKS - PIER 2

<table>
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<th>Action</th>
<th>Detail</th>
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<td>SD158/SD160</td>
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<td>40</td>
<td>REPLACE</td>
<td>1</td>
</tr>
</tbody>
</table>

**SOUTH DOCKS PIER 2 TOTAL 40' SINGLE PILES TO BE REPLACED**

2

## SOUTH BASIN - SOUTH DOCKS - PIER 3

<table>
<thead>
<tr>
<th>Slip Nos.</th>
<th>Description</th>
<th>Location</th>
<th>No. of Piles</th>
<th>Length (ft)</th>
<th>Action</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC119/SB125</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
</tr>
<tr>
<td>SB129/SB131</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
</tr>
<tr>
<td>SB145/SB147</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
</tr>
<tr>
<td>SB148/SB150</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
</tr>
</tbody>
</table>

**SOUTH DOCKS PIER 3 TOTAL 50' SINGLE PILES TO BE REPLACED**

4

## SOUTH BASIN - SOUTH DOCKS - PIER 4

<table>
<thead>
<tr>
<th>Slip Nos.</th>
<th>Description</th>
<th>Location</th>
<th>No. of Piles</th>
<th>Length (ft)</th>
<th>Action</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB104/SB105</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
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<tr>
<td>SB112/SB113</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
</tr>
<tr>
<td>SB114/SB115</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
</tr>
<tr>
<td>SB118/SB119</td>
<td>PILE</td>
<td>-</td>
<td>1</td>
<td>50</td>
<td>REPLACE</td>
<td>1</td>
</tr>
</tbody>
</table>

**SOUTH DOCKS PIER 4 TOTAL 50' SINGLE PILES TO BE REPLACED**

4

## MOORING PILE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Location</th>
<th>No. of Piles</th>
<th>Length (ft)</th>
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<tr>
<td>TOTAL 30' SINGLE PILES TO BE REPLACED</td>
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<td></td>
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</tr>
<tr>
<td>TOTAL 40' SINGLE PILES TO BE REPLACED</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 40' SINGLE PILES TO BE RELOCATED</td>
<td>18</td>
<td></td>
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</tr>
<tr>
<td>TOTAL 40' SINGLE PILES TO BE ADDED</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 50' SINGLE PILES TO BE REPLACED</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 50' SINGLE PILES TO BE RELOCATED</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 50' SINGLE PILES TO BE ADDED</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 40' 3-PILE DOLPHINS TO BE REPLACED</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 50' 2-PILE DOLPHINS TO BE RELOCATED</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 50' 3-PILE DOLPHINS TO BE ADDED</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL 50' 3-PILE DOLPHINS TO BE RELOCATED</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Dear Mr. Gibson:

On February 11, 2014, we received your request for verification of exemption to perform the following activities:

The replacement of existing mooring pilings with new wrapped pilings within the same footprint in the City of St. Petersburg Municipal Marina, Central and South Yacht Basins, at 500 First Avenue S.E., St. Petersburg, Section 19, Township 31 South, Range 17 East, Pinellas County.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(d), Florida Administrative Code, from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.
2. Proprietary Review - Not Required

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under chapter 253 of the Florida Statutes, or chapters 18-20 or 18-21 of the Florida Administrative Code.

3. Federal Review - SPGP Approved

Your proposed activity as outlined on your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit IV-R1, and a SEPARATE permit or authorization will not be required from the Corps. Please note that the Federal authorization expires on July 25, 2016. You, as permittee, are required to adhere to all General Conditions and Special conditions that may apply to your project." A copy of the SPGP IV-R1 with all terms and conditions and the General Conditions may be found at http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency’s file or identification number, if known;
(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner’s substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency’s proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency’s proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency’s proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition
In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department’s action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Judicial Review
Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.
Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Brittany Banko at the letterhead address or at (813) 470-5747 or brittany.banko@dep.state.fl.us.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Sincerely,

________________________
Mark Langford
Environmental Consultant
Submerged Lands and Environmental Resources Program

ML:bb

Enclosures:
Ch. 62-330.051(5)(d), F.A.C.
General Conditions for Federal Authorization for SPGP IV-R1
Standard Manatee Construction Conditions for In-water Work
Sea Turtle and Smalltooth Sawfish Construction Conditions
Attachment “A” For Discretionary Publication

Attachment:
Project drawings

cc:  rick.herrmann@stpete.org
     Brejesh.prayn@stpete.org

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies, was mailed before the close of business on February 19, 2014, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk
Date February 19, 2014

City of St. Petersburg Municipal Marina – Piling Replacements
52-0210624-003
Page 4 of 13
Florida Administrative Code Chapter 62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –
   (d) Replacement or repair of existing docks and piers, including mooring piles, in accordance with Section 403.813(1)(d), F.S., provided the existing structure is still functional or has been rendered non-functional within the last year by a discrete event, such as a storm, flood, accident, or fire.
SPECIAL CONDITIONS FOR USE OF THE SPGP IV-RI

1. The District Engineer reserves the right to require that any request for authorization under this general permit be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP IV-RI does not automatically guarantee authorization.

2. No activity is authorized under the SPGP IV-RI which may impact a federally listed threatened or endangered species or a species proposed for such designation, or its designated critical habitat.

3. On a case-by-case basis the Corps may impose additional special conditions which are deemed necessary to minimize adverse environmental impacts.

4. Failure to comply with all conditions of the Federal authorizations under the SPGP IV-RI would constitute a violation of the Federal authorization.

5. The SPGP IV-RI is not applicable in the geographical boundaries of: Monroe County; the Timucuan Ecological and Historical Preserve (Duval County); the St. Mary's River, from its headwaters to its confluence with the Bells River; the Wekiva River from its confluence with the St. Johns River to Wekiwa Springs, Rock Springs Run from its headwaters at Rock Springs to the confluence with the Wekiwa Springs Run, Black Water Creek from the outflow from Lake Norris to the confluence with the Wekiva River; canals at Garfield Point including Queens Cove (St. Lucie County); the Loxahatchee River from Riverbend Park downstream to Jonathan Dickinson State Park; the St. Lucie Impoundment (Martin County); all areas regulated under the Lake Okeechobee and Okeechobee Waterway Shoreline Management Plan, located between St. Lucie Lock (Martin County) and W.P. Franklin Lock (Lee County); American Crocodile designated critical habitat (Miami-Dade and Monroe Counties); Johnson's seagrass designated critical habitat (southeast Florida); piping plover designated critical habitat (throughout Florida); acroporid coral designated critical habitat (southeast Florida); Anastasia Island, Southeastern, Perdido Key, Choctawhatchee, or St. Andrews beach mice habitat (Florida east coast and panhandle coasts); the Biscayne Bay National Park Protection Zone (Miami-Dade County); Harbor Isles (Pinellas County); the Faka Union Canal (Collier County); the Florida panther consultation area (Southwest Florida), the Tampa Bypass Canal (Hillsborough County); canals in the Kings Bay/Crystal River/Homosassa/Salt River system (Citrus County); Lake Miccosukee (Jefferson County).

6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf shall conduct a search of known historical properties by contracting a professional archaeologist, contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at http://www.cr.nps.gov/nr/research/.

If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the
discovery and devise appropriate actions, including salvage operations. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7.

In the unlikely event that human remains are identified, they will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, the State Archaeologist (850-245-6444), and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

7. No work shall be authorized under the SPGP IV-R1 which proposes the use of prefabricated modules for habitat creation, restoration, or enhancement.

8. No activity shall be authorized under the SPGP IV-R1 which by its size or location may adversely impact water quality, fish and wildlife habitat, wetlands, or emergent or submerged aquatic vegetation. Where aquatic vegetation is present adverse impacts to aquatic vegetation from construction of piling-supported structures may be avoided/minimized by adherence to, or employing alternative construction techniques that provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers/ National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat U.S. Army Corps of Engineers/National Marine Fisheries Service August 2001." (See http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm) Unless otherwise specifically approved by the National Marine Fisheries Service, where aquatic vegetation is present, piling-supported structures authorized under the SPGP IV-R1 must comply with, or provide a higher level of protection than, the criteria contained in the referenced construction guidelines. Additionally, because of concerns about adverse impacts to the endangered Johnson's seagrass (Halophila johnsonii), piling-supported structures in the lagoon (as well as canal) systems on Florida's east coast from Sebastian Inlet (Brevard County) south to and including central Biscayne Bay (Miami-Dade County) must also comply with, or provide a higher level of protection than, the criteria contained in the construction guidelines titled "Key for Construction Conditions for Docks or Other Minor Structures Constructed in or Over Johnson's seagrass (Halophila johnsonii) National Marine Fisheries Service/U.S. Army Corps of Engineers - February 2002." (See http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm) Note: Both of the Construction Guidelines may be subject to revision at any time. It is our intention that the most recent version of this technical tool will be utilized during the evaluation of each Department of the Army permit application.

9. Prior to issuance of authorization, the dichotomous key titled "The Corps of Engineers, Jacksonville District, and the State of Florida Endangered Species Act Determination Key for the Manatee in Florida," dated March 2011, will be used to determine potential manatee impacts. All projects determined to be "may affect" and certain multi-slip facilities determined to be "may affect, not likely to adversely affect" will be sent to the Corps for consultation with the U.S. Fish and Wildlife Service in accordance with the Endangered Species Act. Note: The manatee key may be subject to revision at any time. It is our intention that the most recent version of this technical tool will be utilized during the evaluation of each Department of the Army permit application. The current version can be found on the Jacksonville District Regulatory Home Page at: http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm
10. For projects in waters accessible to sea turtles, Small tooth sawfish, Gulf sturgeon, or Shortnose sturgeon, the permittee will utilize the "Sea Turtle and Small tooth Sawfish Construction Conditions" (see http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm) and any added requirements, as appropriate for the proposed activity. Note: These conditions may be subject to revision at any time. It is our intention that the most recent version of these conditions will be utilized during the evaluation of the permit application.

11. With respect to bald eagles, the permittee should refer to the U.S. Fish and Wildlife Service's "National Bald Eagle Management Guidelines," dated May 2007 (see http://www.fws.gov/northflorida/BaldEagles/bald-eagles.htm) for guidance and clearance. Note: The preceding should be considered an interim condition, after which, new rules may be promulgated. It is the Corps' intention that the most recently approved version of these conditions or ensuing rules will be utilized during the evaluation of permit applications under this general permit.

12. For projects authorized under this SPGP IV-R1 in navigable waters of the U.S., the permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

13. The SPGP IV-R1 will be valid for five years from the date of issuance unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the five-year authorization period is not contrary to the public interest. If revocation occurs, all future applications for activities covered by the SPGP IV-R1 will be evaluated by the Corps.

14. If the SPGP IV-R1 expires or is revoked prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP IV-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP IV-R1 expired or was revoked.

15. The General conditions attached hereto are made a part of this permit and must be attached to all authorizations processed under this permit.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

[Signature]
Alfred A. Pantano, Jr.
Colonel, U.S. Army
District Engineer
STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for “Idle Speed/No Wake” and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.
Report any collision with or injury to a manatee:

Wildlife Alert: 1-888-404-FWCC (3922)
cell *FWC or #FWC

When a manatee is within 50 feet of work:
All project vessels must shut down
all in-water activities must
IDLE SPEED / NO WAKE
SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service’s Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at “no wake/idle” speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-foot radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service’s Protected Resources Division (727-824-5312) and the local authorized sea turtle standing/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc
ATTACHMENT “A” FOR DISCRETIONARY PUBLICATION OF NOTICE OF DETERMINATION OF QUALIFICATION FOR AN EXEMPTION

In the Matter of an Application
for a Determination of Qualification
for an Exemption by:

City of St. Petersburg
c/o Thomas Gibson, Engineering & C.I. Director
P.O. Box 2842
St. Petersburg, FL 33731

DEP File No.: 51-0210624-003; County: Pinellas

The Department of Environmental Protection gives notice that it has received a request for authorization to replace existing mooring pilings with new wrapped pilings within the same footprint in the City of St. Petersburg Municipal Marina, Central and South Yacht Basins, at 500 First Avenue S.E., St. Petersburg, Section 19, Township 31 South, Range 17 East, Pinellas County. The Department has determined that the project qualifies for an exemption established under 62.330.051(5)(d), F.A.C.

A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the F.S. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Mediation is not available.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), F.A.C., petitions for an administrative hearing must be filed within 21 days of publication of the notice or receipt of written notice, whichever occurs first. Under rule 62-110.106(4) of the F.A.C., a person whose substantial interests are affected by the Department’s action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 prior to the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Upon motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect, the Department may also grant the requested extension of time.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that right.

A petition that disputes the material facts on which the Department’s action is based must contain the following information:
(a) The name and address of each agency affected and each agency’s file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner’s substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency’s proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency’s proposed action; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency’s proposed action.

A petition that does not dispute the material facts on which the Department’s action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301, F.A.C.

Under sections 120.569(2) (c) and (d) of the Florida Statutes, a petition for administrative hearing shall be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

Complete copies of all documents relating to this determination of exemption are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, at the Department’s Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, FL 33637-0926.