

FY25 STORMWATER IMPROVEMENTS



Project Manual Bid Documents

March 2025

**Prepared by:
Advanced Engineering & Design, Inc.
3931 68th Avenue
Pinellas Park, FL 33781
(727) 526-9158
www.aed-fl.com**

**BID DOCUMENTS
FOR
FY25 STORMWATER IMPROVEMENTS
TABLE OF CONTENTS**

<u>ITEM</u>	<u>PAGE</u>
BID INFORMATION	
Invitation to Bid -----	3
Instructions to Bidders -----	4-12
BID FORMS	
Bid Form -----	13-16
Bid Bond Forms -----	17-18
Bid Tab -----	19-21
Statement of Bidder's Qualifications -----	22-26
Statement of Public Entity Crimes -----	27-28
CONSTRUCTION AGREEMENT	
GENERAL CONDITIONS	
Article I - Definitions-----	GC-1
Article II – Relationship and Responsibilities-----	GC-5
Article III – Compensation-----	GC-19
Article IV – Subcontractors-----	GC-21
Article V – Changes in Work-----	GC-24
Article VI – Role of Architect/Engineer-----	GC-27
Article VII – Owner's Rights and Responsibilities-----	GC-29
Article VIII – Resolution of Disagreements; Claims and Compensation-----	GC-32
Article IX – Indemnity-----	GC-34
Article X – Accounting Records; Ownership of Documents-----	GC-35
Article XI – Public Contract Laws-----	GC-35
Article XII – Force Majeure, Fire or Other Casualty-----	GC-37
Article XIII – Representations, Warranties and Covenants-----	GC-38
Article XIV – Termination and Suspension-----	GC-42
Supplemental Conditions	
Exhibit A – Drawings	
Exhibit B – Specifications	
Exhibit C – Conflicts Affidavit	
Exhibit D – Contractor's Certificate(s) of Insurance	
Exhibit E – Contractor's Payment and Performance Bond	
Exhibit F – Standard Forms	



City of Seminole
9199 113th Street North
Seminole, FL 33772

Invitation to Bid

BID TITLE: FY25 Stormwater Improvements

Sealed bids must be received at City of Seminole, City Hall, Office of the City Clerk, 9199 113th Street North, Seminole, FL 33772 by 11:00am on April 4, 2025. Bids shall be publicly opened and read aloud at City of Seminole City Hall immediately after closing.

The Scope of Work will consist of installing a manhole and cleaning and lining a 36" stormwater pipe in the Seminole Lake Country Club community. Additionally, this Scope of Work will include regrading approximately 350' of swales East of the neighborhood surrounding Park Place Drive. The work will consist of furnishing all labor and materials and performing all work set forth in the Bid Documents, which include but are not limited to the plans and specifications prepared by Advanced Engineering & Design, Inc., and the City of Seminole Public Works Department.

Bid and contract documents and building plans may be downloaded from Demand Star and the City website at www.myseminole.com after 12:00pm on March 5, 2025

THERE WILL BE A MANDATORY PRE-BID MEETING HELD ON WEDNESDAY, MARCH 19, 2025, AT 2:00pm AT CITY HALL, LOCATED AT 9199 113th STREET NORTH.

Questions shall be submitted in writing via email to Advanced Engineering & Design Inc., Justin Keller, P.E., at keller@aed-fl.com.

Submission of bid responses by mail, hand delivery, or express mail must be in a sealed envelope/box with the Bidder's name and return address. Electronic Submissions will be accepted through Demand Star.

The outside of the envelope/box used for the sealed bids shall be marked as follows:

"SEALED BID" "DO NOT OPEN"
"FY25 STORMWATER IMPROVEMENTS"
Contractor's Name and Address

Address the bid submission envelope/box to the following:

City of Seminole
Office of the City Clerk
9199 113th Street North
Seminole, FL 33772

Bids shall be accepted no later than the time and date specified on the ITB. Electronic bids will be accepted through Demand Star. All bids received after that time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine will not be accepted. No bid may be withdrawn or modified after the time fixed for the opening of the bid. The City of Seminole reserves the right to reject any and all bids if it is deemed to be in the best interest of the City.

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids and constitute a part of the Contract Documents and shall be strictly complied with.

1. Definitions and Terms. See General Requirements.
2. Copies of Bid Documents. Complete sets of the Bid Documents are available online under Public Notices at <https://www.myseminole.com> or can be reviewed at the office of the Public Works Department, Administration Building, 11195 70th Avenue North, Seminole, FL 33772.

Complete sets of Bid Documents shall be used in preparing Bids; neither the City nor the Engineer assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bid Documents.

City and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

The documents contained in and referenced by the Project Manual and Bid Documents constitute the Contract Documents for this project. By submitting a bid, the Bidder certifies and represents that the Bidder has been furnished with all the Contract Documents, is familiar with them, and intends to be bound by them.

3. Qualification of Bidders:

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit at the time of the Bid opening, a written Statement of Qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Statement of Qualifications shall be prepared on the form provided by the City and included with the Bid Forms.

3.2. In determining whether a bidder is responsible, the following shall be considered: (1) The ability, capacity and skill of the bidder to perform the contract or provide the services required, (2) whether the bidder can perform the contract or provide the service promptly and within the time specified without delay or interference, (3) the character, integrity, reputation, judgment, experience and efficiency of the bidder, (4) the quality of the bidder's performance of previous contracts or services, (5) the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service, (6) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service, (7) the quality, availability and adaptability of the materials, equipment and services to the particular use required, (8) the ability of the bidder to

provide future maintenance and service for the use of the subject of the contract, and (9) any other circumstances which will affect the bidder's performance of the contract.

3.3. Each Bidder is required to show that he has handled former Work and that no just claims are pending against such Work. No Bid will be accepted from a Bidder who is engaged on any other Work which would impair his ability to perform or finance this Work.

3.4 No Bidder shall be in default on the performance of any other contract with the City or in the payment of any taxes, licenses or other monies due to the City.

4. Liquidated Damages for Failure to Enter Into Contract. Should the Successful Bidder fail or refuse to enter into the Contract within ten (10) Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.
5. Project Coordination & Time of Completion. Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents.
6. Examination of Contract Documents and Site. Before submitting a Bid, each Bidder shall:
 - a. Examine the Contract Documents thoroughly;
 - b. Visit the site to familiarize with local conditions that may in any manner affect the cost, progress, or performance of the Work;
 - c. Become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Bidder's observations with the Contract Documents, And;
 - e. Notify the City of all conflicts, errors, ambiguities or discrepancies in or among the Contract Documents

On request, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall

be the Bidder's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Bidder shall be subject to prior approval of the City and applicable agencies. Bidders shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration.

The lands upon which the Work is to be performed, rights-of-way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the City and the Engineer by the owners of such underground utilities, or others, and neither the City nor the Engineer assume responsibility for the accuracy or completeness thereof. It shall be the Contractor's responsibility to locate all underground utilities.

By submission of a Bid, the Bidder shall be exclusively presumed to represent that the Bidder has complied with every requirement of these Instructions to Bidders, that the Contract Documents are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

7. Interpretations. All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing.

Written comments or questions must be received by the City at least Five (5) days (excluding Saturdays, Sundays, and Holidays) prior to the time set for the Bid Opening.

If questions received by the City are deemed to be sufficiently significant and received sufficiently in advance of the Bid Opening, an Addendum to the Bid Documents may be issued. Otherwise, a written copy of the question and decision or interpretation will be posted on the City's web site. It shall be the responsibility of each Bidder to make itself aware of all such posted questions and decisions or interpretations and, by submitting a Bid, each Bidder shall conclusively be deemed to have such knowledge. After Bid Opening, all Bidders must abide by the decision of the City as to all such decisions or interpretations. Bidders may not rely upon oral interpretations of the meaning of the plans, specifications or other bid documents and any oral or other interpretations or clarifications will be without legal force or effect.

8. Quantities of Work. Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items).
9. Substitutions. The materials, products and equipment described in the Bid Documents shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids, unless the Bidder submits a written request for approval to the City at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Engineer approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
10. Bid Guaranty. Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified check or cashier's check made payable without condition to the City; or a Bid Bond in the form set forth in the Bid Documents executed by an approved corporate surety in the favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount.

Once the City issues a Notice of Award, the apparent Successful Bidder has ten (10) Calendar Days to enter into a Contract in the form prescribed and to furnish the required Performance and Payment Bonds. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Bid Guaranties for all except the three lowest qualified Bids shall be returned within five (5) Working Days of Bid Opening. When the Successful Bidder files satisfactory Performance and Payment Bonds and Certificates of Insurance, the Bid Guaranties of the lowest Bidders shall be returned.

Each bidder shall guaranty its total bid price for a period of one hundred and eighty (180) Calendar Days from the date of the Bid Opening. Except for forfeiture due to reasons discussed above, Bid Guaranties of all Bidders shall be returned to them within sixty-five (65) Calendar Days from the date of Bid Opening.

11. Bid Form. The Bid Form, provided by the City, must be completed in ink or typed. The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Bid Schedule provides a choice to be made by the Bidder, Bidder's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total

Bid. All blank spaces in the Bid Form must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary.

The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature line.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

The address to which communications regarding the Bid are to be directed must be shown.

12. Irregular Bids. A Bid will be considered irregular and may be rejected for the following reasons:
 - a. Submission of the Bid on forms other than those supplied by the City;
 - b. Alteration, interlineations, erasure, or partial detachment of any part of the forms which are supplied herein;
 - c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
 - d. Failure to acknowledge receipt of any or all issued Addenda;
 - e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;

- f. Failure to list the names of Subcontractors used in the Bid preparation as required in the Bid Form;
- g. Submission of a Bid that in the opinion of the City Manager is unbalanced so that each item does not reasonably carry its own proportion cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract;

and

- I. Failure to calculate Bid prices as described herein.

- 13. Submission of Bids. The completed Bid Form and Bid Guaranty shall be submitted at the time and place indicated in the Invitation to Bid and must be in an opaque sealed envelope marked SEALED BID with the project title and the name and address of the Bidder.
- 14. Modification and Withdrawal of Bids before Opening. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to Bid Opening.
- 15. Opening of Bids. Bids will be opened and read aloud at the time and place stated in the Invitation to Bid. All Bidders, their representatives, and other interested parties are encouraged to attend the Bid Opening.

Within five (5) Working Days after Bid Opening, all Bids will be tabulated and the bid tabulation sheets will be available to the public.

- 16. Disqualification of Bidders. A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from and individual, firm, or corporation under the same or different name; and

- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the City until such participant has been reinstated as a qualified bidder.
- 17. Withdrawal of Bids after Opening. No Bid may be withdrawn by any bidder for sixty-five (65) Calendar Days after Bid Opening.
- 18. Evaluation of Bids and Bidders. The City reserves the right to:
 - reject any and all Bids;
 - accept a Bid other than the low Bid;
 - waive any informalities;
 - negotiate final terms with the Successful Bidder; and
 - disregard all nonconforming, nonresponsive or conditional Bids.

Evaluation of the bids will be based upon pricing provided within the SCHEDULE C.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended 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. The corrected extensions and totals will be shown in the tabulation of Bids.

The City may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the City.

The City will conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the City's satisfaction within the Contract Time.

The Bidder shall furnish the City all information and data requested by the City to determine the ability of the Bidder to perform the Work. The City reserves the right to reject the Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Bidder authorizes the City to perform such investigation of the Bidder as the City deems necessary to establish the responsibility, qualifications and financial ability of the Bidder and, by its signature thereon, authorizes the City to obtain reference information concerning the Bidder and releases the party providing such

information and the City from and all liability to the Bidder as a result of such reference information so provided. The City reserves the right to reject the Bid of any Bidder who does not pass any evaluation to the City's satisfaction.

If the Contract is to be awarded, it will be awarded to the Bidder who, by evaluation, the City determines will best meet the City's interests.

The City reserves the right to accept or reject the Work contained in any of the Bid Schedules or alternates, either in whole or in part.

19. **Award of Contract.** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by three (3) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver two (2) copies of the Contract, Performance Bond, Payment Bond and Certificates to Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver the Notice to Proceed. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.
The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph, in the Special Conditions and/or in the Special Provisions within the prescribed time shall be just cause of annulment of the award, and the forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.
20. **Insurance.** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the Contract Documents.
The Contractor shall file one (1) copy of the policies or Certificates of Insurance acceptable to the City with the Public Works Director within (10) Calendar Days after Issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.
21. **Sales and Use Taxes.** The Contractor and all Subcontractors are required to obtain exemption certificates from the Florida Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.

22. Affirmative Action. In executing a Contract with the City the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Conditions.
23. Pre-Construction and Public Meetings. Prior to the commencement of construction activities, a preconstruction meeting will be held which shall include the Contractor, representatives of the City and others affected by or involved in the project. Attendance by Contractor selected for the project is mandatory.
24. Pre-Bid Meeting. See the Special Conditions for details of the pre-bid meeting.
25. Collusive Agreement. Each bidder submitting a Bid to the City for any of the work contemplated by the documents on which bidding is based by execution of the Bid Form shall be certifying by execution thereof that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and a non-collusion statement substantially in the form provided or requested by the City.
26. Illegal Alien Employment Compliance. The selected Contractor will be required to execute an Illegal Alien Employment Compliance statement along with the Contract as contained in these Bid Documents.

CITY OF SEMINOLE

Bid Forms

FY25 STORMWATER IMPROVEMENTS

To: City of Seminole
Department of Public Works
9199 113th Street North
Seminole, FL 33772

The undersigned Bidder, having thoroughly examined the Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting, or which may be affected by the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the City on the form included in the Contract Documents and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices as shown on the Bid Schedule.

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the require Performance and Payment Bonds, executed by a Surety acceptable to the City and provide Certificates of Insurance evidencing the coverage and provisions set forth in the Contract within ten (10) Calendar Days of the City's issuance of a Notice of Award.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of _____ which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the City, as Liquidated Damages and not as penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish all required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

The Following persons, firms or corporations are interested as joint ventures, partners or otherwise with the undersigned Bidder in this proposal:

Name: _____

Address: _____

Name: _____

Address: _____

If there are no such persons, firms or corporations, please so state in the following space:

Date: _____

The undersigned Bidder proposes to subcontract the following portion of Work:

Name and address of Sub-Contractor	Description of work to be performed	% of Contract

The undersigned Bidder acknowledges responsibility for ensuring any and all Subcontractors conform and comply with all terms and conditions of the Contract Documents.

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted, accept a Bid other than the lowest, and to waive informalities and irregularities therein in the City's sole discretion.

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

The Work shall be completed within the Contract Time as Specified in the Special Conditions.

Bidder hereby acknowledges receipt of Addenda Numbers:

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by his signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the work and hereby releases the party providing such information and the City from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the City.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form, and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the City, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the City the right to award this Contract on the basis of any possible combination of base bids and alternate(s) (if any) that best suits the City's needs.

Dated this _____ day of _____, 2025.

Bidder: _____

Address: _____

Name printed: _____

Title: _____

If a corporation:

State of incorporation: _____

Attest: _____

(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ (_____ an individual,
_____ A partnership, _____ a corporation Incorporated in the State of _____)
as Principal, and _____ (incorporated in the
State of _____) as Surety, are held and firmly bound unto the
City of Seminole, Florida (hereinafter called "City") in the penal sum of _____

_____ Dollars (\$ _____), lawful money of the
United States, for the payment of which sum we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has
submitted the accompanying Bid dated _____ for

Construction of the **FY25 Stormwater Improvements** (the Project) for the City and;

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check, a certified check, or a letter of credit equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as penalty for the Principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide

Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Date this _____ day of _____, 2025.

Principal: _____

Address: _____

Signed: _____

Title: _____ (Seal)

Surety: _____

Address: _____

Signed: _____

Title: _____ (Seal)

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power of attorney for the Surety's agent.

END OF BID BOND

Bid Tab Schedule A

No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
A-G-1	1 Lump Sum	MOBILIZATION	\$	\$
		Lump Sum		
A-G-2	1 Lump Sum	MAINTENANCE OF TRAFFIC	\$	\$
		Lump Sum		
A-G-3	1 Lump Sum	DEMOLITION / CLEARING & GRUBBING	\$	\$
		Lump Sum		
A-G-4	1 Lump Sum	TREE PROTECTION	\$	\$
		Lump Sum		
A-G-5	1 Lump Sum	EROSION AND SEDIMENT CONTROL	\$	\$
		Lump Sum		
A-DR-1	350 Linear Feet	SWALE CONSTRUCTION, FULL	\$	\$
		Per Linear Foot		
A-DR-2	105 Linear Feet	SWALE CONSTRUCTION, PARTIAL	\$	\$
		Per Linear Foot		
A-DR-3	1 Lump Sum	PRIVATE DRAIN RESTORATION	\$	\$
		Lump Sum		

Bid Tab Schedule A

No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
A-DR-4	25 Square Feet	RIP RAP BLANKET	\$	\$
		Per Square Foot		
A-DR-5	7 Each	MITERED END SECTION, GRATES	\$	\$
		Per Each		
A-U-1	1 Lump Sum	UTILITIES ALLOWANCE	\$	\$
		Lump Sum		
A-S-1	5,000 Square Feet	SOD RESTORATION, ST. AUGUSTINE	\$	\$
		Per Square Foot		
A-S-2	20,000 Square Feet	SOD RESTORATION, BAHIA	\$	\$
		Per Square Foot		
A-S-3	12 Linear Feet	REMOVE & RESET FENCING, 6', WOOD	\$	\$
		Per Linear Foot		
A-S-4	24 Linear Feet	REMOVE & RESET FENCING, 6', PVC/VINYL	\$	\$
		Per Linear Foot		
A-S-5	12 Linear Feet	REMOVE & RESET FENCING, 6', WOOD, GATE	\$	\$
		Per Linear Foot		

Bid Tab Schedule A

No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
A-M-1	15 Cubic Yards	EXCAVATION, UNSUITABLE MATERIAL	\$	\$
		Per Cubic Yard		
<div><div>TOTAL (SCHEDULE A)</div><div></div><div></div><div>\$</div></div>				

Bid Tab Schedule B

No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
B-G-1	1 Lump Sum	MOBILIZATION	\$	\$
		Lump Sum		
B-G-2	1 Lump Sum	MAINTENANCE OF TRAFFIC	\$	\$
		Lump Sum		
B-G-3	1 Lump Sum	DEMOLITION / CLEARING & GRUBBING	\$	\$
		Lump Sum		
B-G-4	1 Lump Sum	TREE PROTECTION	\$	\$
		Lump Sum		
B-G-5	1 Lump Sum	EROSION AND SEDIMENT CONTROL	\$	\$
		Lump Sum		
B-DR-1	365 Linear Feet	PIPE CLEANING, 48", MEDIUM	\$	\$
		Per Linear Foot		
B-DR-2	365 Linear Feet	PIPE CLEANING, 48", HEAVY	\$	\$
		Per Linear Foot		
B-DR-3	1 Lump Sum	PRIVATE DRAIN RESTORATION	\$	\$
		Lump Sum		

Bid Tab Schedule B

No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
B-DR-4	365 Linear Feet	PIPE CCTV INSPECTION	\$	\$
		Per Linear Foot		
B-DR-5	365 Linear Feet	CIPP LINING SYSTEM, 48", 15 MM	\$	\$
		Per Linear Foot		
B-DR-6	365 Linear Feet	CIPP LINING SYSTEM, 48", THICKNESS VARIATION, ± 1.5 MM	\$	\$
		Per Linear Foot		
B-DR-7	1 Each	FDOT TYPE P-8T MANHOLE CONFLICT STRUCTURE, 6'	\$	\$
		Per Each		
B-DR-8	15 Linear Feet	48" RCP	\$	\$
		Per Linear Foot		
B-DR-9	2 Each	FDOT CONCRETE COLLAR	\$	\$
		Per Each		
B-U-1	1 Lump Sum	UTILITIES ALLOWANCE	\$	\$
		Lump Sum		
B-S-1	250 Square Feet	SOD RESTORATION	\$	\$
		Per Square Foot		

Bid Tab Schedule B

No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
B-S-2	250 Square Feet	CONCRETE DRIVEWAY RECONSTRUCTION, 6"	\$	\$
		Per Square Foot		
B-S-3	150 Square Feet	CONCRETE SIDEWALK RECONSTRUCTION, 4"	\$	\$
		Per Square Foot		
B-S-4	50 Square Feet	CONCRETE CURB REMOVAL & REPLACEMENT	\$	\$
		Per Square Foot		
B-S-5	12 Linear Feet	REMOVE & RESET FENCING, 6', WOOD	\$	\$
		Per Linear Foot		
B-S-6	24 Linear Feet	REMOVE & RESET FENCING, 6', PVC/VINYL	\$	\$
		Per Linear Foot		
B-S-7	12 Linear Feet	REMOVE & RESET FENCING, 6', WOOD, GATE	\$	\$
		Per Linear Foot		
B-M-1	15 Cubic Yards	EXCAVATION, UNSUITABLE MATERIAL	\$	\$
		Per Cubic Yard		
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> TOTAL (SCHEDULE B) </div> <div style="width: 60%; border-bottom: 1px solid black; border-top: 1px solid black;"></div> <div style="width: 20%; text-align: right;"> <div style="border-bottom: 1px solid black; border-top: 1px solid black;">\$</div> </div> </div>				

Bid Tab
Schedule C

No changes shall be made to the Pay Item Quantities contained herein. Any corrections to bidders' entries shall be made in ink and shall be initialed by the bidder

Pay Item No.	APPROXIMATE QUANTITIES	ITEM & UNIT PRICES BID (PRICES TO BE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
C-A-1	1 Lump Sum	TOTAL FROM SCHEDULE A	\$	\$
		Lump Sum		
C-A-2	1 Lump Sum	TOTAL FROM SCHEDULE B	\$	\$
		Lump Sum		
TOTAL (SCHEDULE C)				\$

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- [illegible]

15. Credit available: \$ _____
16. Bank reference: _____
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____
18. Are you licensed as an Excavator, General Contractor, or under any other title? _____
- If yes, in what city, county and state? _____

What class, license and numbers?

19. Do you anticipate subcontracting Work under this Contract? If yes, what percent of total contract price? _____

List type of work to be subcontracted (list subcontractors I suppliers on a separate sheet and attach it to this form):

20. Are you involved in any lawsuits and for are any lawsuits pending against you or your firm at this time? _____

If yes, DETAIL:

21. What are the limits of your public liability? DETAIL: _____

What company? _____

22. What are your company's bonding limitations?
- _____

23. Name of proposed Superintendent for this project. Said person shall be required on the project unless agreed upon otherwise in writing by the City:

24. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recital comprising this Statement of Bidder's Qualifications. The undersigned further agrees that they will not bring suit in a court of law for any information that is furnished to the OWNER in good faith by said parties or persons responding to City's requests for information concerning Bidder's qualifications.

Dated at _____ this _____ day of _____, 2025

Name of Bidder

By:

Title:

State of

County of _____,

being duly sworn deposes and says that he or she is of _____ and that (Name of organization) the answers to the foregoing questions and all statements therein contained are complete, true and correct.

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

My commission expires _____

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

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 _____
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "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:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 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) (a), 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 SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2025.

Personally known _____ or produced identification _____.
(Type of identification)

State of Florida

City of _____

My commission expires

(Notary Public)

CONSTRUCTION AGREEMENT

for

STIPULATED SUM

between

THE CITY OF SEMINOLE (AS OWNER)

and

_____ (AS CONTRACTOR)

TABLE OF CONTENTS FOR GENERAL CONDITIONS

	Page
Article I-- Definitions.....	GC-1
1.1 Definitions.....	GC-1
A. Acceptance	GC-1
B. Application for Payment.....	GC-1
C. Architect/Engineer	GC-1
D. Change Order	GC-1
E. Compensable Delay.....	GC-1
F. Contractor's Personnel	GC-1
G. Construction Services	GC-1
H. Contract Sum	GC-1
I. Construction Team	GC-1
J. Contract Time	GC-1
K. Days	GC-1
L. Defective	GC-2
M. Excusable Delay	GC-2
N. Field Directive	GC-2
O. Final Completion Date	GC-2
P. Float or Slack Time	GC-2
Q. Force Majeure	GC-2
R. Inexcusable Delay	GC-2
S. Non-prejudicial Delay	GC-2
T. Notice to Proceed	GC-2
U. Owner	GC-2
V. Owner's Project Representative.....	GC-2
W. Payment and Performance Bond.....	GC-3
X. Permitting Authority.....	GC-3
Y. Prejudicial Delay.....	GC-3
Z. Progress Report.....	GC-3
AA. Project.....	GC-3
BB. Project Costs.....	GC-3
CC. Project Manager.....	GC-3
DD. Project Plans and Specifications	GC-3
EE. Project Schedule	GC-3
FF. Project Site.....	GC-3
GG. Pre-operation Testing	GC-3
HH. Procurement Ordinance.....	GC-4
II. Punch List Completion Date	GC-4
JJ. Subcontractor.....	GC-4
KK. Substantial Completion and Substantially Complete	GC-4
LL. Substantial Completion Date	GC-4
MM. Unit Price Work	GC-4
NN. Work	GC-4
OO. Work Directive Change.....	GC-4
Article II-- Relationship and Responsibilities	GC-5

2.1 Relationship between Contractor and Owner	GC-5
A. Purpose	GC-5
B. Construction Team	GC-5
C. Response to Invitation for Bid	GC-5
2.2 General Contractor Responsibilities	GC-5
A. Personnel	GC-5
B. Cooperation with Architect/Engineer	GC-5
C. Timely Performance	GC-6
D. Duty to Defend Work	GC-6
E. Trade and Industry Terminology	GC-6
2.3 Project Schedule	GC-6
2.4 Construction Services	GC-7
A. Construction of Project	GC-7
B. Notice to Proceed	GC-7
C. Quality of Work	GC-7
D. Materials	GC-8
E. Accountability for Work	GC-8
F. Contract Sum	GC-8
G. Governing Specifications	GC-8
H. Adherence to Project Schedule	GC-8
I. Superintendent	GC-8
J. Work Hours	GC-9
K. Overtime-Related Costs	GC-9
L. Insurance, Overhead and Utilities	GC-9
M. Cleanliness	GC-9
N. Loading	GC-9
O. Safety and Protection	GC-9
P. Emergencies	GC-10
Q. Substitutes	GC-10
R. Survey and Stakes	GC-11
S. Suitability of Project Site	GC-11
T. Project Specification Errors	GC-12
U. Remediation of Contamination	GC-12
V. Interfacing	GC-13
W. Job Site Facilities	GC-13
X. Weather Protection	GC-13
Y. Performance and Payment Bond	GC-14
Z. Construction Phase; Building Permit; Code Inspection	GC-14
(1) Building Permit	GC-14
(2) Code Inspections	GC-14
(3) Contractor's Personnel	GC-14
(4) Lines of Authority	GC-15
AA. Quality Control	GC-15
BB. Management of Subcontractors	GC-15
CC. Job Requirements	GC-16
DD. As-Built Drawings	GC-17
EE. Progress Reports	GC-17
FF. Contractor's Warranty	GC-18
GG. Apprentices	GC-18
HH. Schedule of Values	GC-18

<i>II. Other Contracts</i>	GC-19
Article III-- Compensation	GC-19
3.1 Compensation	GC-19
<i>A. Adjustments</i>	GC-19
<i>B. Valuation</i>	GC-19
<i>C. Unit Price Work</i>	GC-19
3.2 Schedule of Compensation.....	GC-20
<i>A. Periodic Payments for Services</i>	GC-20
<i>B. Payment for Materials and Equipment</i>	GC-20
<i>C. Credit toward Contract Sum</i>	GC-20
3.3 Invoice and Payment.....	GC-20
<i>A. Invoices</i>	GC-20
<i>B. Additional Information; Processing of Invoices</i>	GC-20
<i>C. Architect/Engineer's Certificate</i>	GC-21
<i>D. Warrants of Contractor with Respect to Payments</i>	GC-21
<i>E. All Compensation Included</i>	GC-21
Article IV-- Subcontractors	GC-21
4.1 Subcontracts.....	GC-21
<i>A. Subcontracts Generally</i>	GC-21
<i>B. No Damages for Delay</i>	GC-22
<i>C. Subcontractual Relations</i>	GC-22
<i>D. Insurance; Acts & Omissions</i>	GC-22
4.2 Relationship and Responsibilities	GC-22
4.3 Payments to Subcontractors; Monthly Statements.....	GC-23
<i>A. Payment</i>	GC-23
<i>B. Final Payment of Subcontractors</i>	GC-23
4.4 Responsibility for Subcontractors.....	GC-23
4.5 Contingent Assignment of Subcontractors	GC-23
Article V-- Changes in Work	GC-24
5.1 General.....	GC-24
5.2 Minor Changes in the Work.....	GC-24
5.3 Emergencies.....	GC-24
5.4 Concealed Conditions	GC-24
5.5 Hazardous Materials	GC-25
5.6 Change Orders; Adjustments to Contract Sum	GC-25
<i>A. Change Orders Generally</i>	GC-25
5.7 Unit Prices.....	GC-26
5.8 Owner-Initiated Changes	GC-26
5.9 Unauthorized Work.....	GC-26
5.10 Defective Work.....	GC-26
5.11 Estimates for Changes.....	GC-26
5.12 Form of Proposed Changes.....	GC-26
5.13 Changes to Contract Time.....	GC-26
Article VI-- Role of Architect/Engineer	GC-27

6.1 General.....	GC-27
<i>A. Retaining.....</i>	GC-27
<i>B. Duties.....</i>	GC-27
<i>C. Termination.....</i>	GC-27
6.2 Administration.....	GC-27
<i>A. Site Visits.....</i>	GC-27
<i>B. Reporting.....</i>	GC-28
6.3 Interpretation of Project Plans and Specifications.....	GC-28
6.4 Rejection of Non-Conforming Work.....	GC-28
6.5 Correction of Work.....	GC-28
6.6 Timely Performance of Architect/Engineer.....	GC-28
Article VII-- Owner's Rights and Responsibilities	GC-29
7.1 Project Site; Title	GC-29
7.2 Project Plans and Specifications; Architect/Engineer.....	GC-29
7.3 Surveys; Soil Tests and Other Project Site Information	GC-29
7.4 Information; Communication; Coordination.....	GC-30
7.5 Governmental Body.....	GC-30
7.6 Pre-Completion Acceptance	GC-30
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.....	GC-30
7.8 Owner's Project Representative.....	GC-31
<i>A. Responsibilities.....</i>	GC-31
<i>B. Limitations.....</i>	GC-31
Article VIII-- Resolution of Disagreements; Claims for Compensation	GC-32
8.1 Owner to Decide Disputes	GC-32
8.2 Finality	GC-32
8.3 No Damages for Delay.....	GC-32
8.4 Permitted Claims Procedure.....	GC-32
8.5 Contract Claims and Disputes.....	GC-33
8.6 Claims for Consequential Damages.....	GC-33
Article IX--Indemnity.....	GC-34
9.1 Indemnity	GC-34
<i>A. Indemnification Generally.....</i>	GC-34
<i>B. Claims by Employees.....</i>	GC-34
9.2 Duty to Defend.....	GC-34
Article X-- Accounting Records; Ownership of Documents	GC-35
10.1 Accounting Records.....	GC-35
10.2 Inspection and Audit.....	GC-35
10.3 Access	GC-35
10.4 Ownership of Documents.....	GC-35
Article XI-- Public Contract Laws	GC-35

11.1	Equal Opportunity Employment	GC-35
	<i>A. Employment</i>	GC-35
	<i>B. Participation</i>	GC-36
11.2	Immigration Reform and Control Act of 1986	GC-36
11.3	No Conflict of Interest	GC-36
	<i>A. No Interest in Business Activity</i>	GC-36
	<i>B. No Appearance of Conflict</i>	GC-36
11.4	Truth in Negotiations	GC-36
11.5	Public Entity Crimes	GC-37
Article XII-- Force Majeure, Fire or Other Casualty		GC-37
12.1	Force Majeure	GC-37
	<i>A. Unavoidable Delays</i>	GC-37
	<i>B. Concurrent Contractor Delays</i>	GC-37
	<i>C. Notice; Mitigation</i>	GC-37
12.2	Casualty; Actions by Owner and Contractor	GC-37
12.3	Approval of Plans and Specifications	GC-38
12.4	Notice of Loss or Damage	GC-38
Article XIII-- Representations, Warranties and Covenants		GC-38
13.1	Representations and Warranties of Contractor	GC-38
13.2	Representations of the Owner	GC-41
Article XIV-- Termination and Suspension		GC-42
14.1	Termination for Cause by Owner	GC-42
	<i>A. Nonperformance</i>	GC-42
	<i>B. Insolvency</i>	GC-42
	<i>C. Illegality</i>	GC-43
	<i>D. Rights of Owner</i>	GC-43
14.2	Termination without Cause by Owner	GC-43
	<i>A. Release of Contractor</i>	GC-43
	<i>B. Waiver of Protest</i>	GC-43
14.3	Suspension without Cause	GC-43
14.4	Termination Based Upon Abandonment, Casualty or Force Majeure	GC-44
14.5	Vacation of Project Site; Delivery of Documents	GC-44
14.6	Termination by the Contractor	GC-44

**CONSTRUCTION AGREEMENT
FOR STIPULATED SUM
FY25 STORMWATER IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Seminole, a Florida municipal corporation, referred to herein as “Owner”, and the firm of _____, incorporated in the State of _____ and registered and licensed to do business in the State of Florida (license # _____), referred to herein as “Contractor.”

WHEREAS, the Owner intends to construct a piped stormwater system with swales within the existing roadside ditch system along Grove Terrace, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

WHEREAS, in response to Owner’s Invitation for Bid (the “IFB”), Contractor has submitted its Bid (the “Contractor’s Bid”) to provide the aforementioned construction services.

NOW THEREFORE, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

1. Contract Documents. The Contract Documents consist of:

- this Agreement and attached Exhibits,
- the General Conditions,
- the Supplementary Conditions (if any),
- the Special Conditions (if any),
- the Drawings (the titles of which are attached hereto as **Exhibit A**),
- the Specifications (the titles of which are attached hereto as **Exhibit B**),
- any Addenda issued prior to execution of this Agreement,
- the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications),
- any interpretations issued pursuant to the Invitation for Bid,
- the Contractor’s Bid,
- the permits,
- the notice of intent to award,
- the Notice to Proceed,
- the purchase order(s) (if any),
- any other documents listed in this Agreement, and
- Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement.

These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents. In the event of conflict between them, the document listed first shall control any later-listed document, except that the Specifications shall control over all other documents.

2. **Work.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

3. **Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than 120 days from the date of commencement subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$100.00 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. The Contractor agrees that such liquidated damages will not constitute a penalty, but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. **Contract Sum.**

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars and Zero Cents (\$ _____), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

5. Payments.

A. Progress Payments.

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.
- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
 - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of five percent (5.00%);

- iii. Subtract the aggregate of previous payments made by the Owner; and
 - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
- i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
 - ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.
- (8) Reduction or limitation of retainage, if any, shall be as follows:
- Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.
- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

6. Termination or Suspension.

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

7. Other Provisions.

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the Owner cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

J. Owner Direct Purchases. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

8. Insurance and Bonding. If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

9. Independent Contractor. The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

10. Entire Agreement. This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

11. Amendments; Waivers; Assignment.

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

12. Validity. Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

13. Covenant To Defend. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

15. Construction.

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

16. Severability. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

18. Attorney’s Fees and Costs. In any claim dispute procedure or litigation arising from this Agreement, including any appellate proceedings, each party hereto shall be solely responsible for paying its attorney’s fees and costs without regard to the outcome of such procedure or litigation.

19. Notices. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

Email: _____

To the Contractor:

Email: _____

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

20. Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Drawings

Exhibit B—Specifications

Exhibit C—Affidavit of No Conflict

Exhibit D—Certificate(s) of Insurance

Exhibit E—Payment and Performance Bond

Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.

Name of Contractor

By: _____

Printed Name: _____

Title: _____

CITY OF SEMINOLE

By: _____

Printed Name: _____

Title: _____

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: Advanced Engineering & Design, Inc., a for profit corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid, unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: City of Seminole, a Florida municipal corporation.

V. Owner’s Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: The Seminole Procurement Code, Division 4 of Article V of Chapter 42, of the Seminole Code, as amended from time to time, and any implementing regulations associated therewith.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

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

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Response to Invitation for Bid. The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

2.2 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The

Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

- A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a

construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid and the Bid.

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not

release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and shall thereafter be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;

- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid, but submitted after the effective date of the Contract Documents, Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to

determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

- (2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- (3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
- (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages

arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.
- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
 - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
 - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
 - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
 - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
 - (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
 - (f) Provide a quality control program as provided under Section 2.4.C above;
 - (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
 - (h) Provide for travel to and from its home office to the Project Site and to those other places within Pinellas County as required by the Project;
 - (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
 - (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;
 - (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators,

suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
 - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
 - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
 - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the

Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
- (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;
or
- (2) By mutual acceptance of lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and

- (3) If Contractor believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, insurance, job office equipment and supplies, and other similar items.

ARTICLE IV SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other

entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE V CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer

shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire

adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project

outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;

- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an

occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with the City's Procurement Ordinance and the procedures in the Florida Local Government Prompt Payment Act related to construction services (Florida Statutes § 218.735 through Florida Statutes § 281.76). Unresolved disputes may be subject to an action in circuit court seeking a declaration of rights of the aggrieved party.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X

ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI

PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Owner, a conflict of interest is deemed to exist or arise during the term of the Contract, the City may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically § 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of _____, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall

assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and

the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its City Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

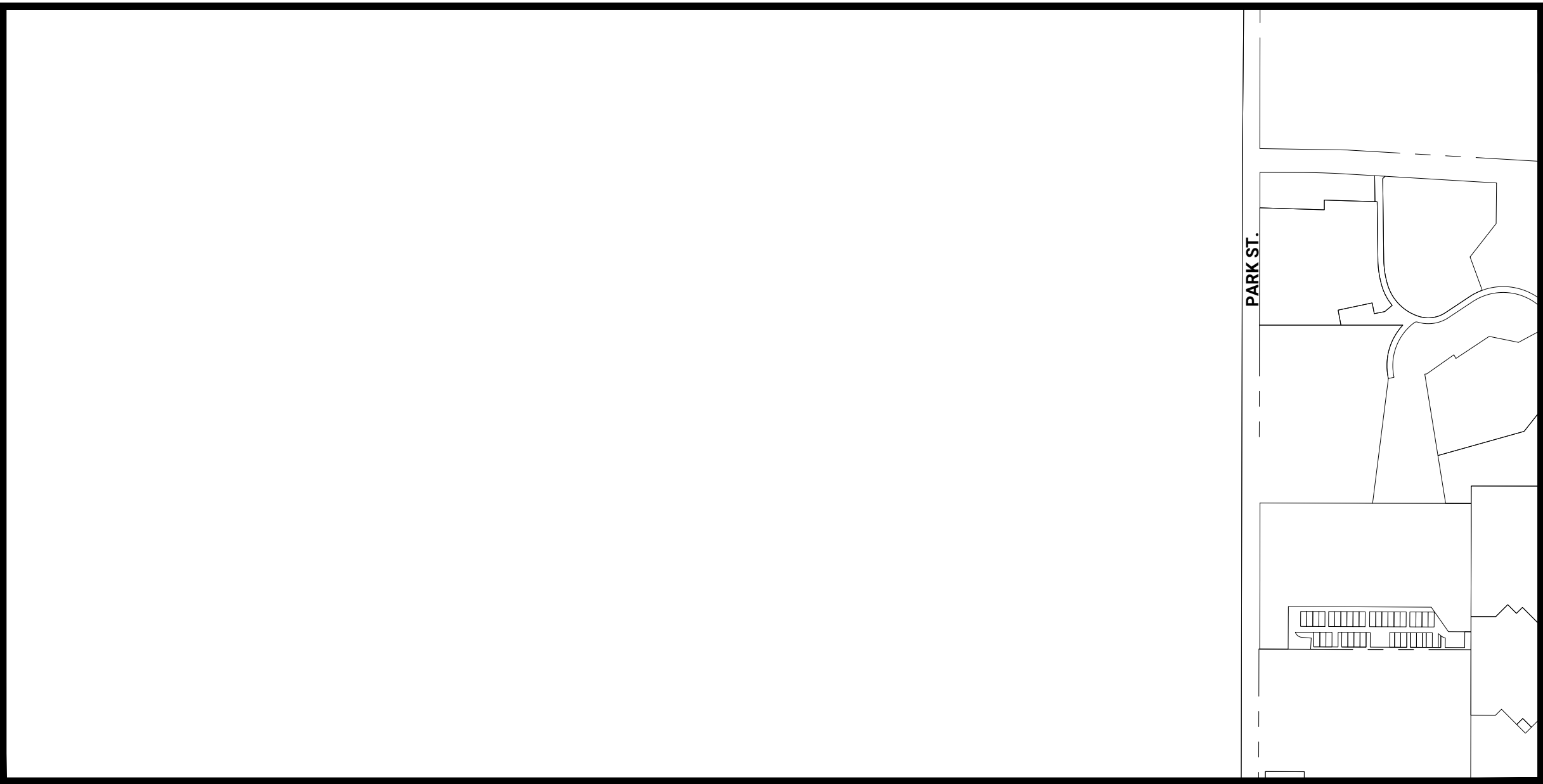
14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

SUPPLEMENTAL CONDITIONS

Exhibit A
Title(s) of Drawings

Drawing C1	Cover Page
Drawing C2	General Notes & Legends
Drawing C3	Key Map & Control Plan
Drawing C4	Drainage Basin Map
Drawing C5	Demolition, Erosion, & Sediment Control Plan
Drawing C6	Plan & Profile (106 th Avenue N.)
Drawing C7	Plan & Profile (Park Place Dr.)
Drawing C8	Plan & Profile (Baywood Park Dr.)
Drawing C9	Cross Sections (Park Place Dr.)
Drawing C10	General Details



C10	GENERAL DETAILS

1 0 0 % P L A N S

USER: [Steven Torres] Date: [Mar 04, 2023] Time: [2:41 pm] File Location: [M:\Public\Semino\24.sem\36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_C2.dwg]

12. ALL ROADWAYS AND OPEN RIGHT-OF-WAY AREAS MUST BE CLEANED OF DIRT, DEBRIS AND CONSTRUCTION MATERIALS BY THE END OF EACH WORK SHIFT. ALL CONSTRUCTION AREAS MUST BE SAFELY DELINEATED TO AVOID ACCIDENTS WHILE THE CONTRACTOR IS NOT PRESENT. OVERALL CLEAN UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR IN ACCORDANCE WITH CITY STANDARDS AND THE SPECIFICATIONS OR AS DIRECTED BY THE CITY. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS.
13. THE CONTRACTOR SHALL ENDEAVOR TO PROTECT PRIVATE PROPERTY. ANY DAMAGE CAUSED BY THE CONTRACTOR IN THE PERFORMANCE OF HIS WORK SHALL BE CORRECTED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING. NO PAYMENT SHALL BE MADE FOR THIS WORK.
14. ANY AND ALL CONSTRUCTION MATERIALS, METHODS AND INSTALLATION SHALL BE IN FULL COMPLIANCE WITH THE SPECIFICATIONS.
15. CONTRACTOR SHALL MAINTAIN ACCESS FOR ALL EMERGENCY VEHICLES TO RESIDENTIAL AND COMMERCIAL PROPERTIES AT ALL TIMES.
16. CONTRACTOR SHALL REMOVE AND RESET ALL EXISTING SIGNS THAT ARE IN CONFLICT WITH PROPOSED CONSTRUCTION. RESET LOCATIONS SHALL BE APPROVED BY THE CITY.
17. THE CONTRACTOR SHALL FULLY RESTORE ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.
18. EXISTING CONCRETE CURB WHICH IS DISTURBED SHALL BE REPLACED IN-KIND.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING AND SHORING (PROPRIETARY & NON-PROPRIETARY) AS NECESSARY. DEWATERING SHALL BE UTILIZED AS REQUIRED TO KEEP TRENCHES AND EXCAVATIONS DRY THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE GENERAL PUBLIC'S SAFETY WHEN CONSTRUCTION EXCAVATIONS ARE LEFT UNATTENDED. EXCAVATIONS SHALL HAVE TEMPORARY SAFETY FENCING PLACED AROUND THE PERIMETER OF THE EXCAVATION. EXCAVATION PROTECTION MEASURES SHALL BE COMPLETED PRIOR TO CONSTRUCTION PERSONNEL LEAVING THE SITE THROUGHOUT THE DURATION OF CONSTRUCTION.
20. ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "FLORIDA TRENCH SAFETY ACT". THE CONTRACTOR SHALL ENSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH ALL OSHA REGULATIONS.
21. ALL VALVE BOXES, MANHOLE FRAMES, CLEAN-OUTS, IRRIGATION BOXES, ETC. SHALL BE ADJUSTED TO MATCH FINISHED GRADES. FOR MANHOLE FRAME ADJUSTMENTS, UTILIZE CONCRETE ADJUSTMENT RINGS AS REQUIRED.
22. THE CONTRACTOR SHALL COORDINATE OR PERFORM TEMPORARY SUPPORT ACTIVITIES FOR UTILITY POLES AS NEEDED.
23. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A HURRICANE PREPARATION PLAN TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION.
24. THE CITY WILL ONLY PERMIT THE USE OF SELECT FILL WHEN FILL IS IMPORTED TO ACHIEVE THE PROPOSED GRADES. SELECT FILL SHALL BE CLASSIFIED AS A-1 OR A-3 SOILS PER AASHTO M 145. THE CONTRACTOR SHALL SUBMIT DOCUMENTATION ON THE CLEAN FILL MATERIAL AS A SHOP DRAWING.
25. SELECT FILL IN SOD AREAS SHALL CONTAIN AMPLE ORGANIC MATTER (<2.5%) TO FACILITATE GROUND COVER GROWTH. ORGANIC CONTENT SHALL NOT EXCEED 5% (MAX.).
26. ANY TEMPORARY FENCING USED SHALL BE INSTALLED AND REMOVED AT THE CONTRACTOR'S EXPENSE.
27. THE CONTRACTOR SHALL PROTECT EXISTING MAILBOXES DURING CONSTRUCTION. IN THE EVENT THAT A RESIDENT'S MAILBOX NEEDS TO BE TEMPORARILY REMOVED FOR CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL PROVIDE A MEANS FOR RESIDENTS TO RECEIVE MAIL DURING THE COURSE OF CONSTRUCTION ACTIVITIES AND RESET THE MAILBOX AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED IN THE IMMEDIATE AREA.

EROSION & SEDIMENT CONTROL/DEWATERING:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO USE WHATEVER MEANS NECESSARY TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT TO SURFACE WATERS & DRAINS DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL/ SEDIMENTATION BARRIERS AS SHOWN ON THE PLANS OR AS DIRECTED IN THE FIELD, TO PREVENT SILT EROSION DUE TO CONSTRUCTION ACTIVITIES. THESE DEVICES SHALL BE

4. THE CONTRACTOR SHALL SAW CUT THE EXISTING ASPHALT DRIVEWAYS TO BE REMOVED IN LOCATIONS WHERE CONCRETE DRIVEWAYS ARE PROPOSED. SAW CUTS SHALL BE CLEAN AND STRAIGHT.
5. THE CONTRACTOR SHALL SAW CUT THE EXISTING ASPHALT ROADWAY IN AREAS WHERE PROPOSED STORMWATER PIPING IS CROSSING THE ROADWAY. SAW CUTS SHALL BE CLEAN AND STRAIGHT. THE CONTRACTOR SHALL USE SHEETING/SHORING/TRENCH PROTECTION MEASURES AS NEEDED TO ENSURE LIMITS OF ROADWAY RESTORATION ARE NOT INCREASED.
6. THE CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
7. ALL PROPOSED ELEVATIONS REPRESENT FINISHED GRADE AFTER SOD REPLACEMENT

STORMWATER BYPASS:

1. THE CONTRACTOR SHALL PREPARE AND SUBMIT (FOR CITY APPROVAL) A STORMWATER BYPASS PLAN DEPICTING HOW STORMWATER FLOWS WILL BE MANAGED DURING CONSTRUCTION. THE PLAN SHALL INCLUDE CONTINGENT PROVISIONS IN THE EVENT STORM FLOWS EXCEED THE CAPACITY OF THE BYPASS SYSTEM. UNOBSTRUCTED FLOW THROUGH THE EXISTING AND/OR PROPOSED STORMWATER SYSTEMS WILL LIKELY BE NEEDED DURING MORE SIGNIFICANT STORM EVENTS.
2. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMISSIONS TO PLACE BYPASS PUMPS AND ASSOCIATED EQUIPMENT ON PRIVATE PROPERTY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND REMOVAL OF ALL TEMPORARY STRUCTURES ASSOCIATED WITH STORMWATER BYPASS AND OTHER CONSTRUCTION ACTIVITIES.

DRAINAGE NOTES:

1. ALL STRUCTURE DIMENSIONS LISTED ARE INTERNAL DIMENSIONS. NO PRECAST STRUCTURES SHALL BE ORDERED UNTIL THE DESIGN ENGINEER HAS REVIEWED AND APPROVED SHOP DRAWINGS SUBMITTED BY THE CONTRACTOR.
2. ALL PIPES SHALL HAVE ALL JOINTS WRAPPED WITH A FILTER FABRIC JACKET PER FDOT INDEX 430-001.
3. CONTRACTOR SHALL MODIFY AND FULLY RESTORE EXISTING CATCH BASINS AND INLETS AS REQUIRED FOR THE INSTALLATION AND / OR REMOVAL OF STORM PIPE. CORING, WALL REPAIRS AND FLOW CHANNEL/BENCH RESTORATION. DAMAGE EXISTING STRUCTURES.
4. THE CONTRACTOR SHALL FIELD CONFIRM EXISTING STORMWATER PIPE INVERTS WHERE AN EXISTING PIPE IS PROPOSED TO BE CONNECTED TO A NEW STRUCTURE.
5. BENCHES SHALL BE POURED IN STRUCTURES PER FDOT INDEX NO. 425-001.
6. STRUCTURE & PIPE CULVERTS SHALL BE FURNISHED & INSTALLED PER FDOT SPECIFICATION SECTION 125 (EXCAVATION FOR STRUCTURES AND PIPE), SECTION 425 (INLETS, MANHOLES, AND JUNCTION BOXES) AND SECTION 430 (PIPE CULVERTS).
7. LASER PROFILING WILL NOT BE REQUIRED.

CLEARING & SITE PREPARATION NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE AREAS NECESSARY FOR CONSTRUCTION. ALL DISTURBED AREAS MUST BE RESTORED IMMEDIATELY FOLLOWING CONSTRUCTION OR AS INDICATED ON THE PLANS.
2. ANY UNUSED EXCESS GROUND MATERIAL STRIPPED DURING CLEARING AND GRUBBING ACTIVITIES SHALL BE REMOVED FROM THE PROJECT SITES.
3. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS.
4. THE CONTRACTOR SHALL NOTE THAT THERE ARE BURIED TELEPHONE, BURIED ELECTRICAL, WATER AND SANITARY

NO.	REVISIONS	BY	DATE

SCALE:	N/A
DRAWN:	S.A.T.
DESIGNED:	A.E.D.
APPROVED:	J.V.K.

ADVANCED

ENGINEERING & DESIGN, INC.

3931 68th Avenue North, Pinellas Park, F

USER: [Steven.Torres] Date: [Mar 04, 2025] Time: [2:41pm] File Location: [M:\Public\Seminoles\24.sem-36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_C3.dwg]



USER: [Steven.Torres] Date: [Mar 04, 2025] Time: [2:41pm] File Location: [M:\Public\Seminoles\24.sem-36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_C4-BASIN.dwg]



NO.	REVISIONS	BY	DATE

SCALE:	AS SHOWN
DRAWN:	S.A.T.
DESIGNED:	A.E.D.
APPROVED:	J.V.K.

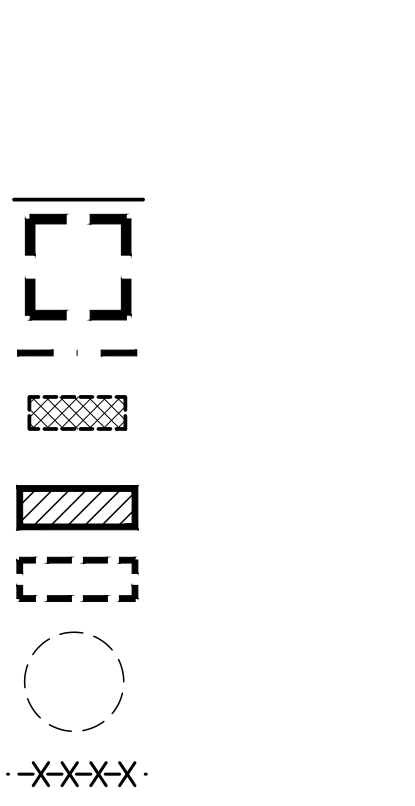
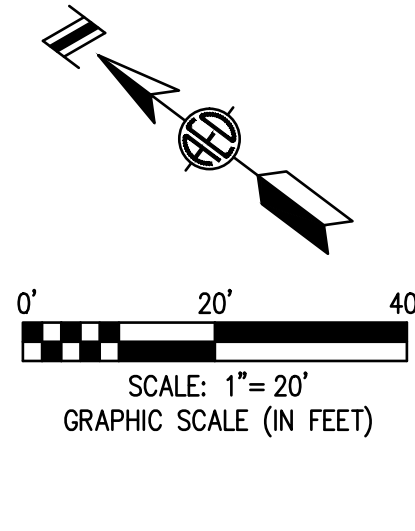
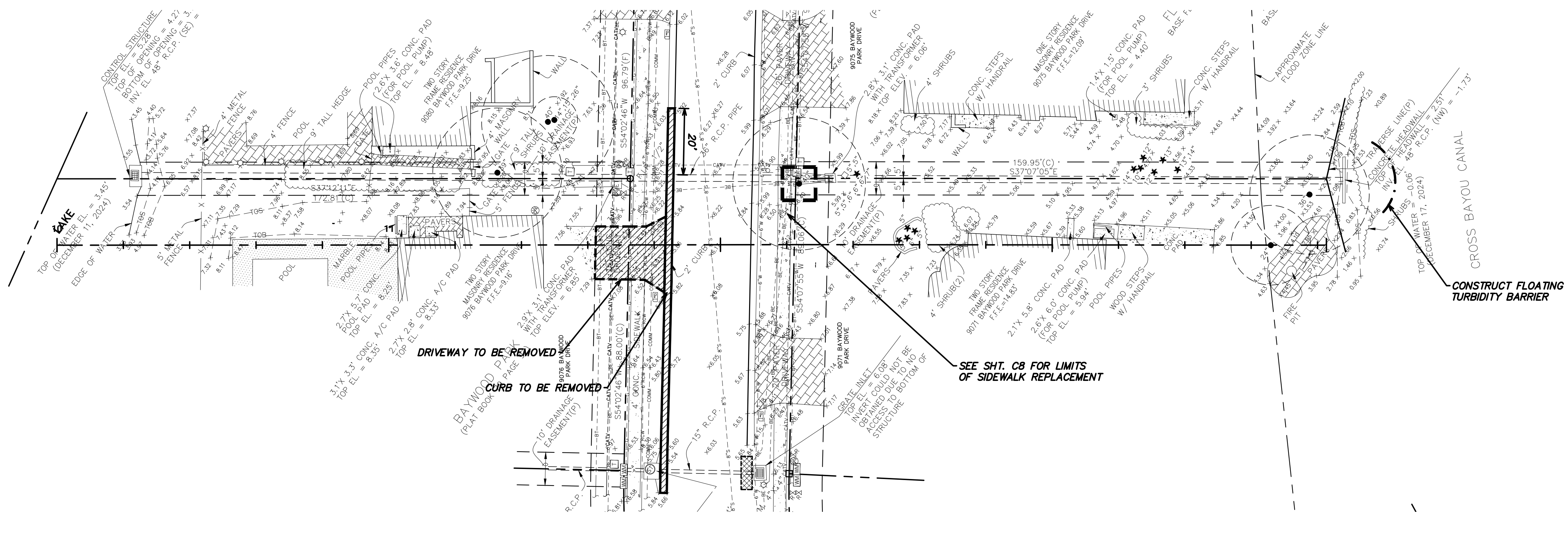
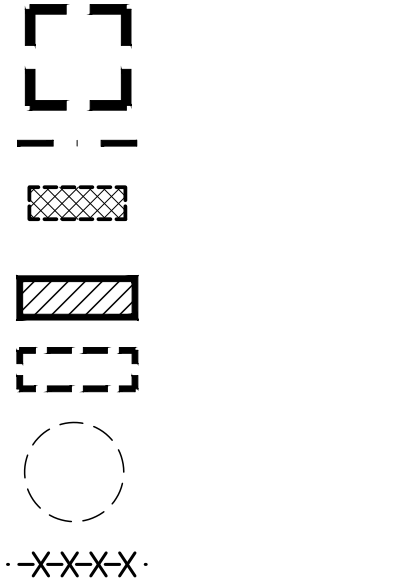
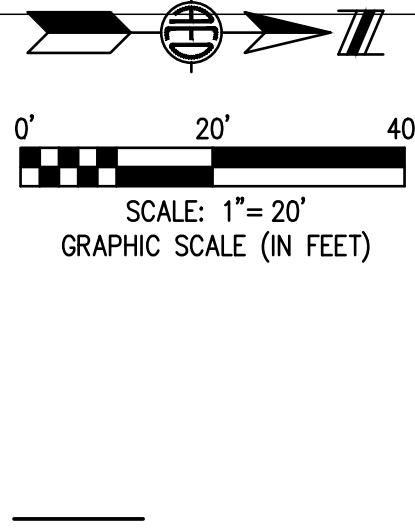
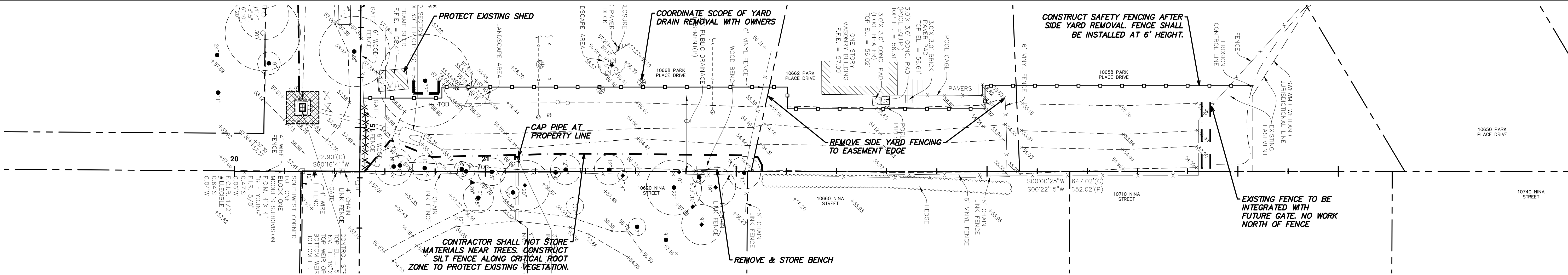
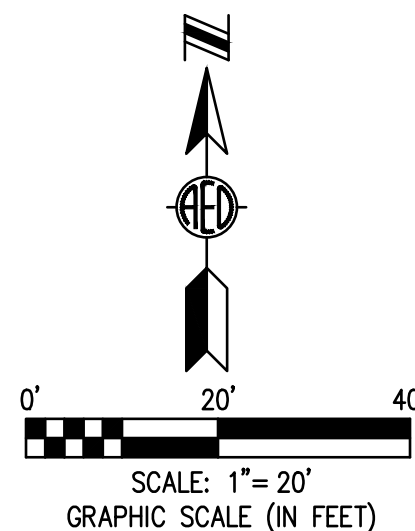
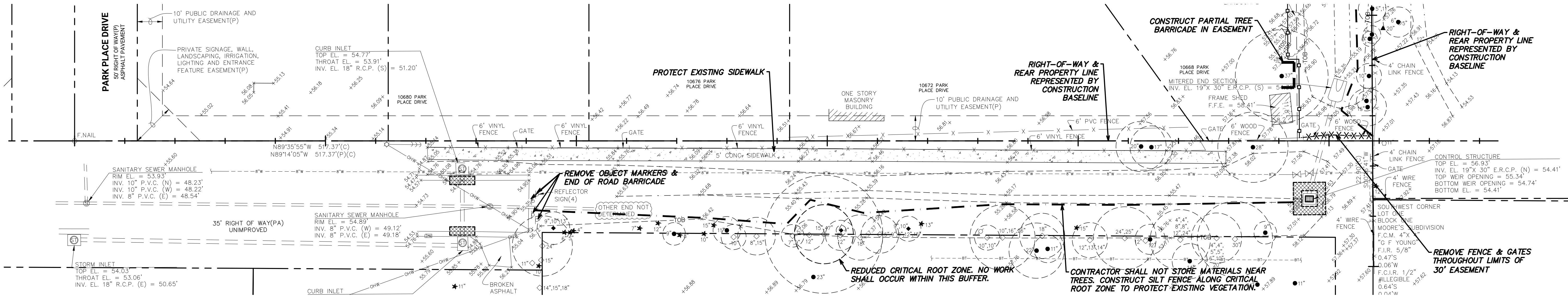


ADVANCED
ENGINEERING & DESIGN, INC.
3931 68th Avenue North, Pinellas Park, FL 33781 • (727) 526-9158 • www.aed-fl.com



FY25 STORMWATER IMPROVEMENTS		

USER: [Steven.Torres] Date: [Mar 04, 2025] Time: [2:41pm] File Location: [M:\Public\Seminoles\24.sem-36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_C5-DEMO.dwg]



NO.	REVISIONS	BY	DATE

SCALE: 1"=20'
DRAWN: S.A.T.
DESIGNED: A.E.D.
APPROVED: J.V.K.

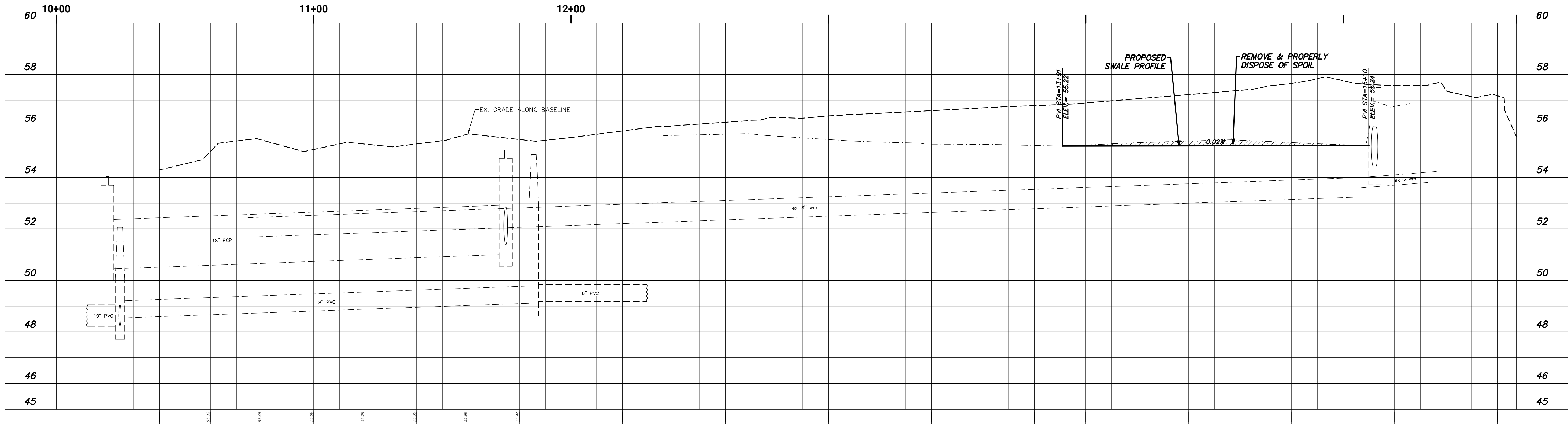
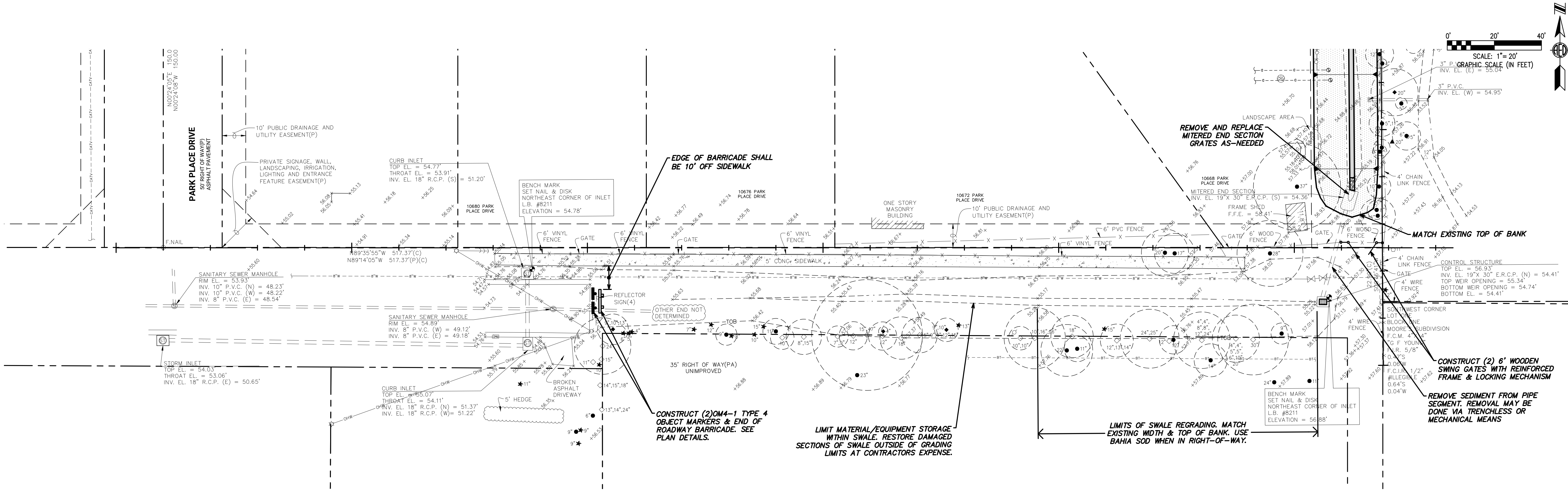
ADVANCED
ENGINEERING & DESIGN, INC.

3931 68th Avenue North, Pinellas Park, FL 33781 • (727) 526-9158 • www.aed-fl.com



FY25 STORMWATER IMPROVEMENTS

USER: [Steven.Torres] Date: [Mar 04, 2025] Time: [2:42pm] File Location: [M:\Public\Seminole\24.sem-36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_C6-P&P.dwg]



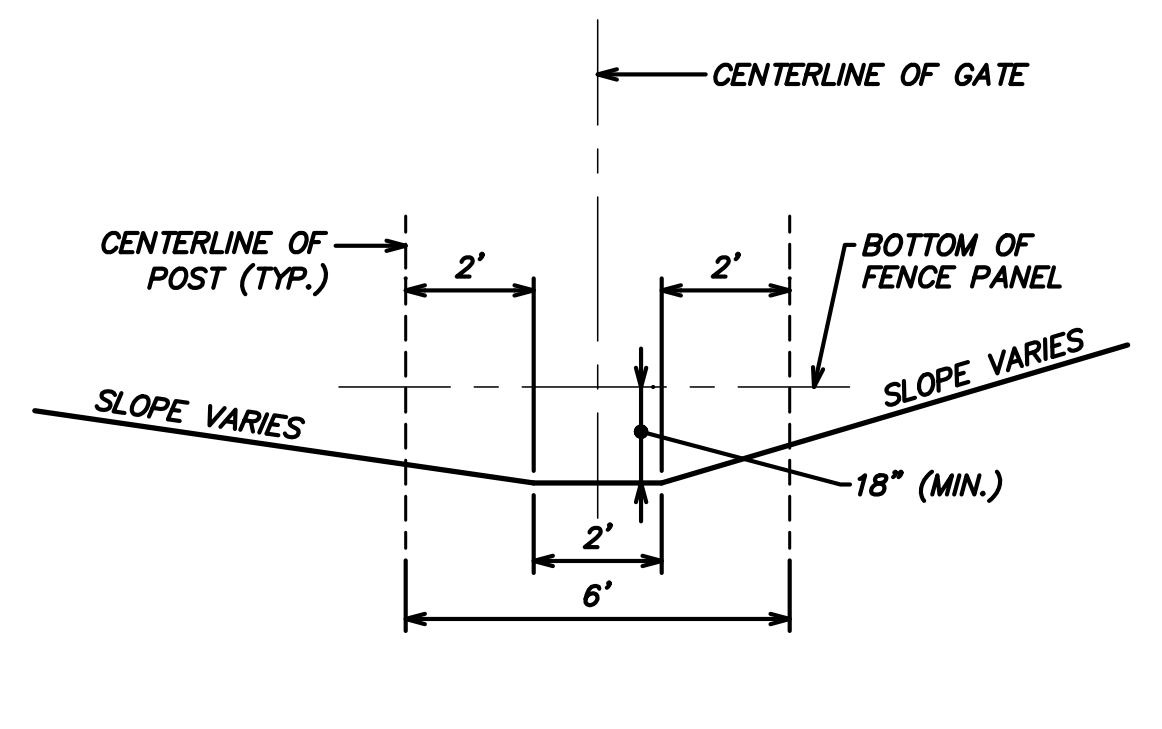
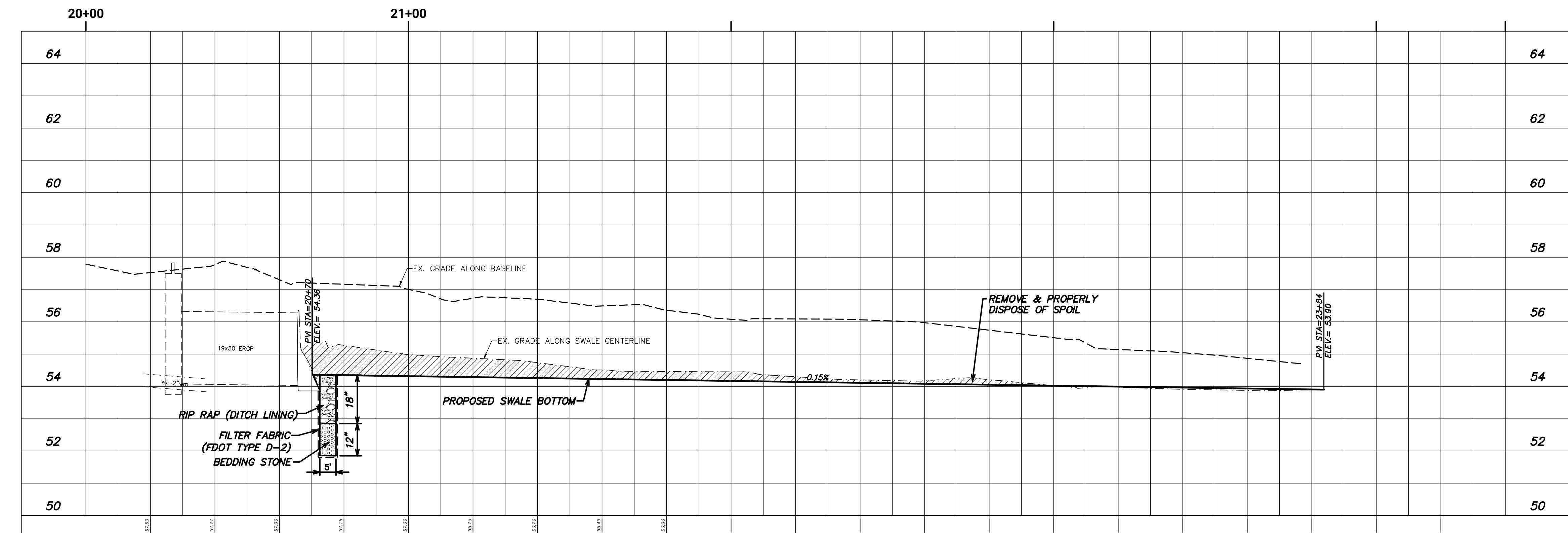
NO.	REVISIONS	BY	DATE

1"=20' (HORZ.)
1"=2' (VERT.)
DRAWN: S.A.T.
DESIGNED: A.E.D.
APPROVED: J.V.K.

ADVANCED
ENGINEERING & DESIGN, INC.
3931 68th Avenue North, Pinellas Park, FL 33781 • (727) 526-9158 • www.aed-fl.com



FY25 STORMWATER IMPROVEMENTS



NO.	REVISIONS	BY	DATE

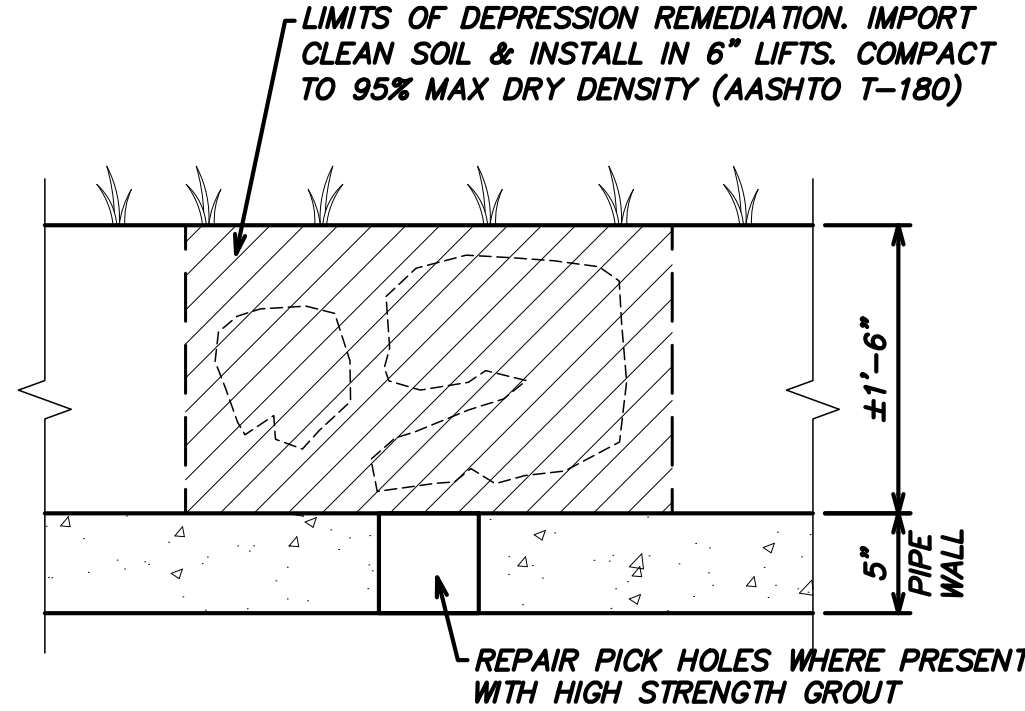
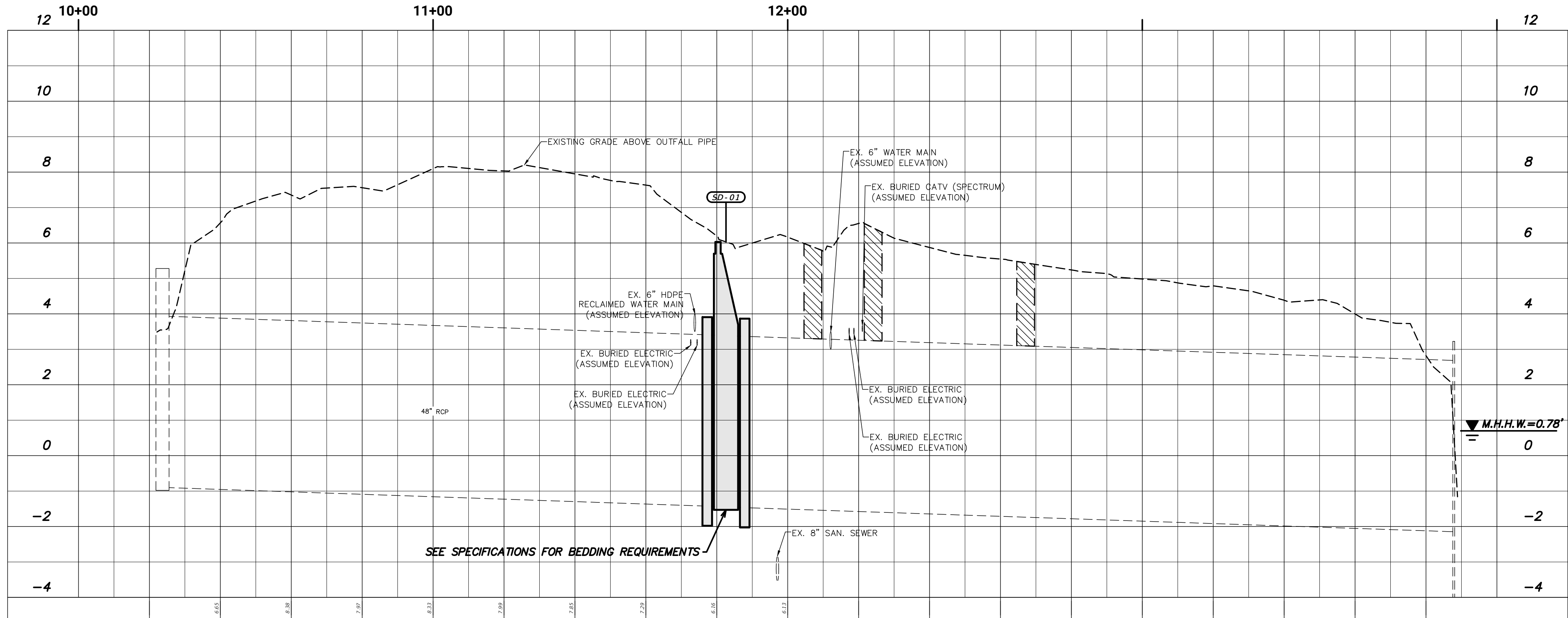
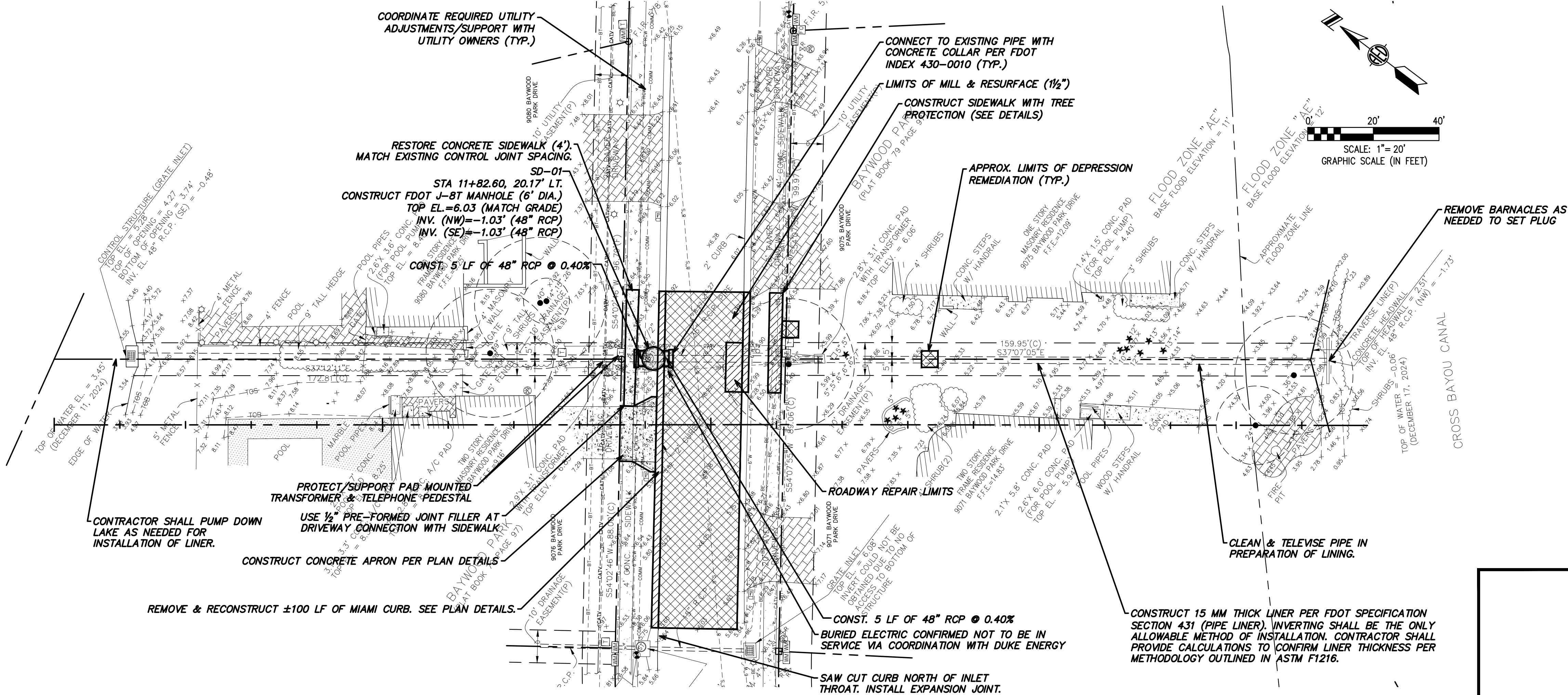
SCALE:	1"=20' (HORZ.) 1"=2' (VERT.)
DRAWN:	S.A.T.
DESIGNED:	A.E.D.
APPROVED:	J.V.K.



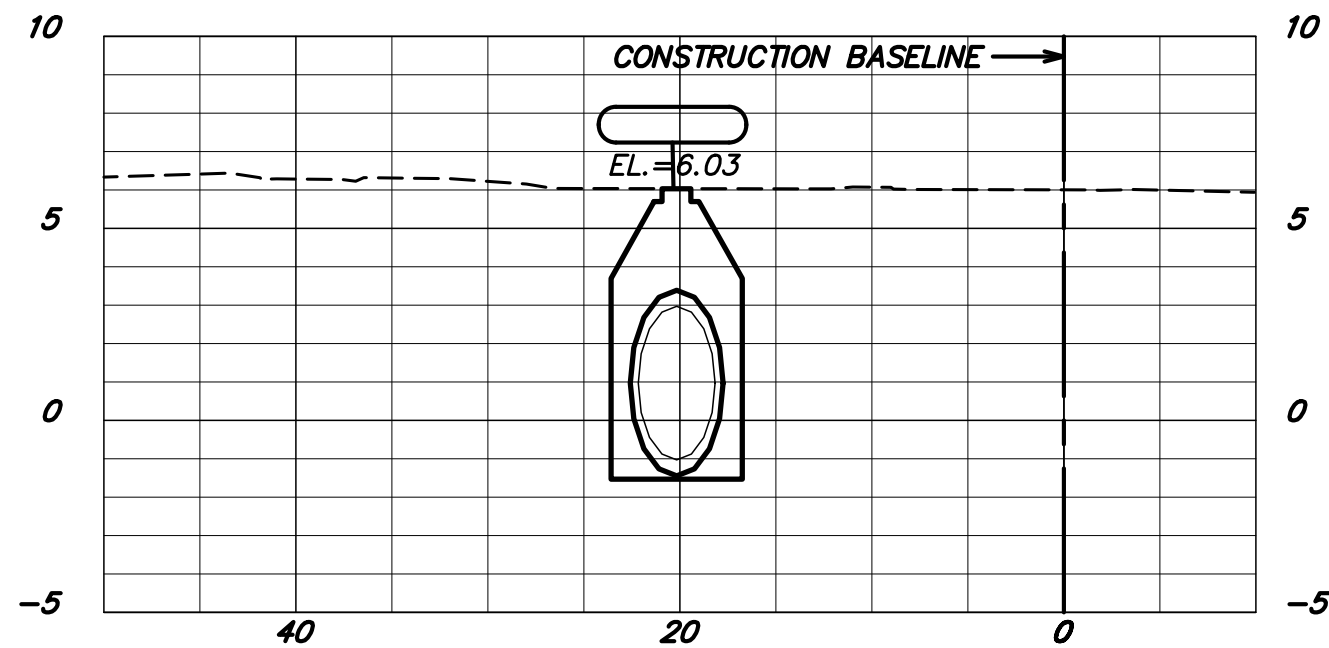
FY25 STORMWATER IMPROVEMENTS

USER: [Steven.Torres] Date: [Mar 04, 2025] Time: [2:42pm] File Location: [M:\Public\Seminole\24.sem-36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_C6-P&P.dwg]

NOTE:
CONFIRM PIPE SIZE PRIOR TO STRUCTURE FABRICATION



NOTE:
CITY WILL PERMIT FULL ROAD CLOSURE. PLACE DETOUR SIGNAGE AT NORTHERN INTERSECTION. MAINTAIN LOCAL TRAFFIC & DRIVEWAY ACCESS.



NO.	REVISIONS	BY	DATE

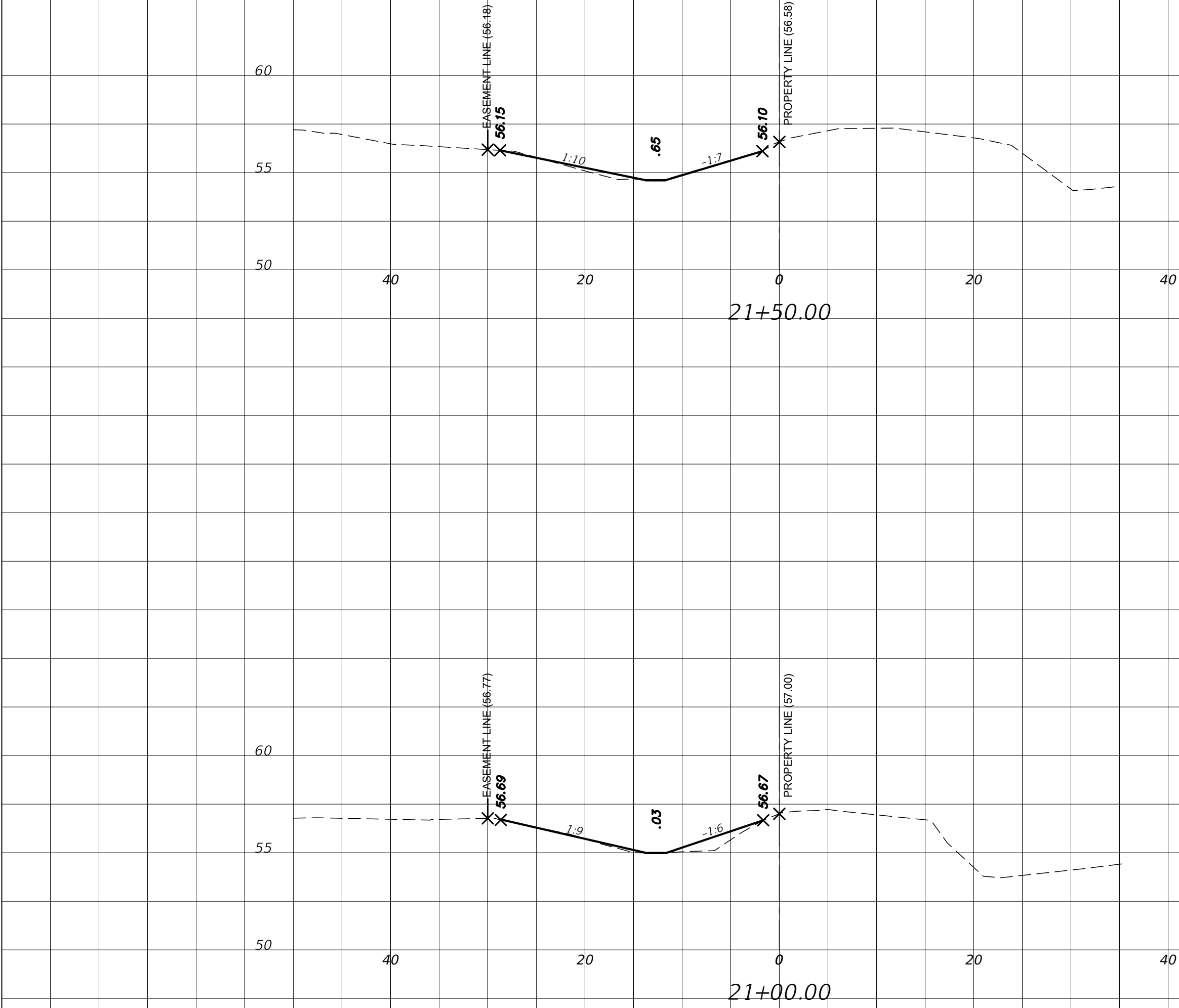
1"=20' (HORZ.)
1"=2' (VERT.)
DRAWN: S.A.T.
DESIGNED: A.E.D.
APPROVED: J.V.K.

ADVANCED
ENGINEERING & DESIGN, INC.
3931 68th Avenue North, Pinellas Park, FL 33781 • (727) 526-9158 • www.aed-fl.com



FY25 STORMWATER IMPROVEMENTS

USER: [Steven Torres] Date: [Mar 04, 2025] Time: [2:42pm] File Location: [M:\Public\seminola\24.sem36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_C9-SEC.dwg]



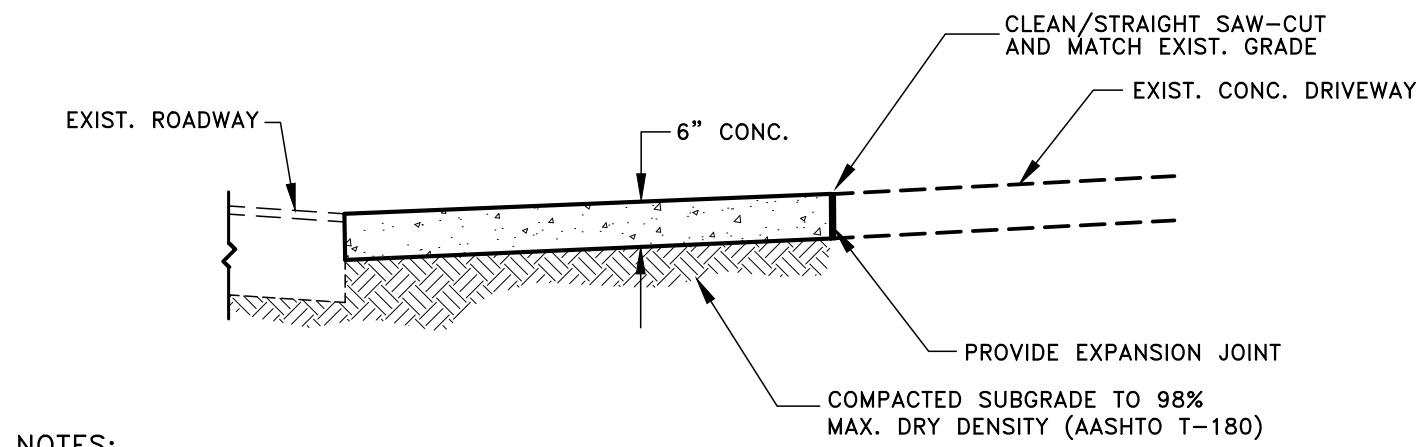
NO.	REVISIONS	BY	DATE

SCALE:	1"=10' (HORZ.) 1"=5' (VERT.)
DRAWN:	S.A.T.
DESIGNED:	A.E.D.
APPROVED:	J.V.K.



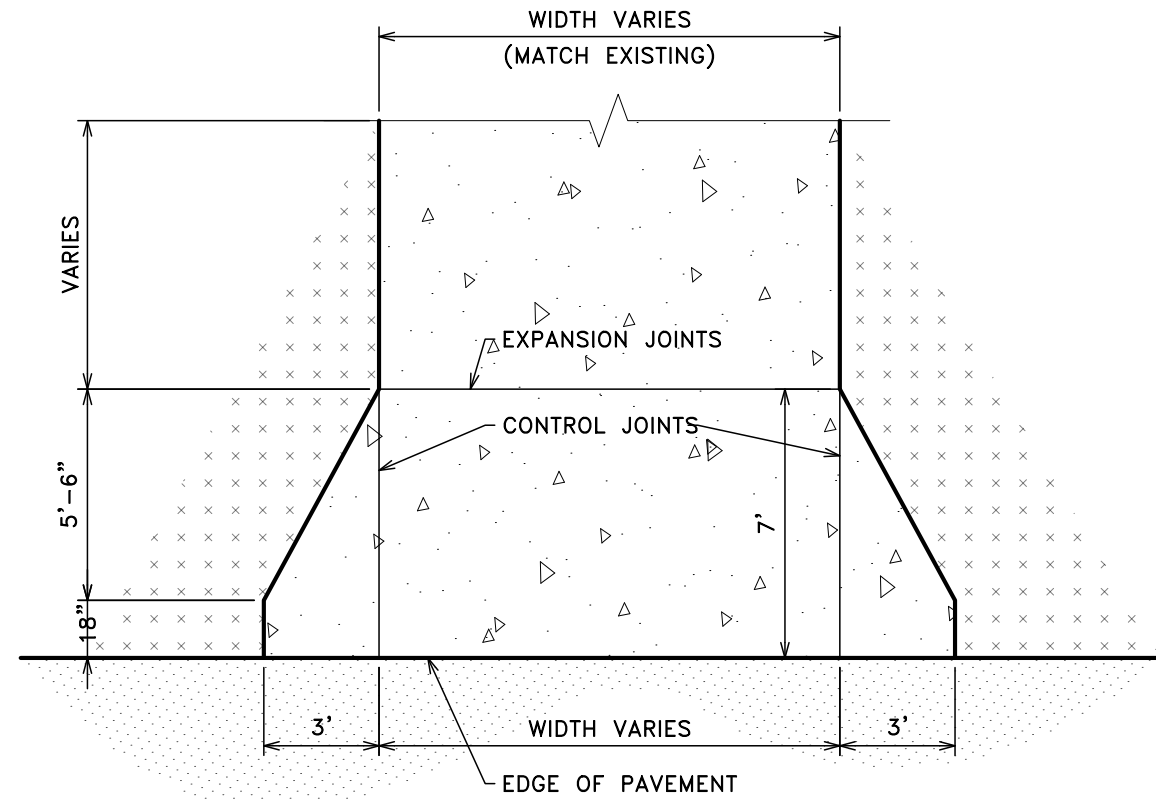
ADVANCED
ENGINEERING & DESIGN, INC.
3931 68th Avenue North, Pinellas Park, F

USER: [Steven Torres] Date: [Mar 04, 2023] Time: [2:42pm] File Location: [M:\Public\Seminoles\24.sem\36 (fy25 stormwater improvements)\Cadd\Current\SEM-36_GEN-DET.dwg]



- NOTES:
1. THIS DETAIL SHALL BE UTILIZED IN AREAS WHERE EXISTING CONCRETE DRIVEWAYS REQUIRE RECONSTRUCTION.
 2. EXPANSION JOINTS SHALL BE INSTALLED AS NEEDED.
 3. EXPANSION JOINTS SHALL CONSIST OF CONTINUOUS 1/2" BITUMINOUS EXPANSION STRIP.
 4. CONCRETE SHALL BE PORTLAND CEMENT CONCRETE - CLASS NS PER FDOT SPECIFICATION SECTION 347.

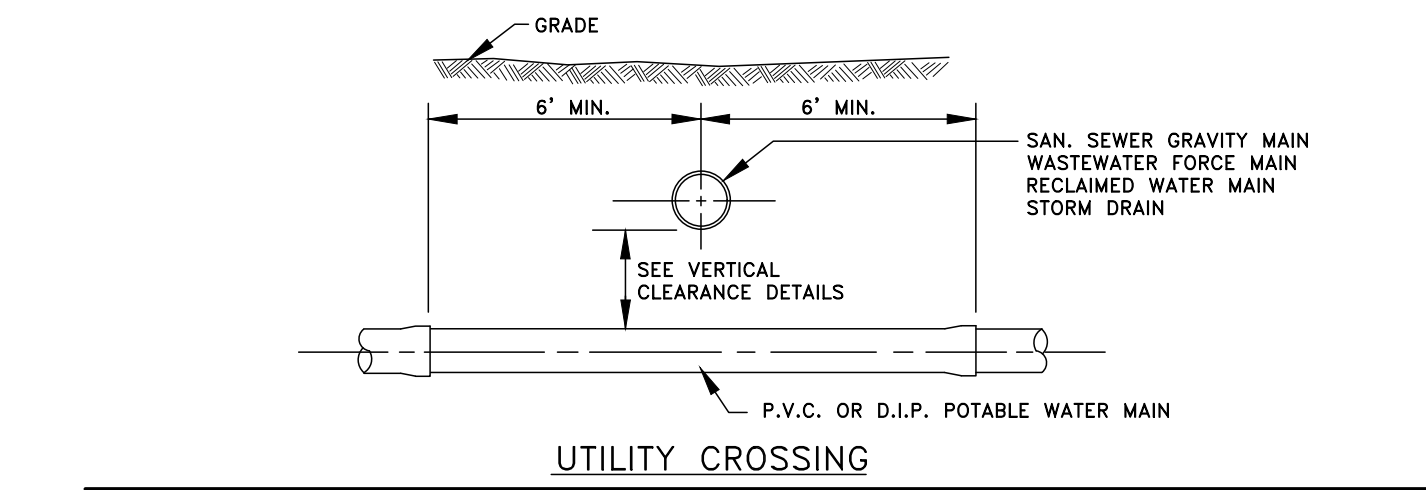
CONCRETE DRIVEWAY



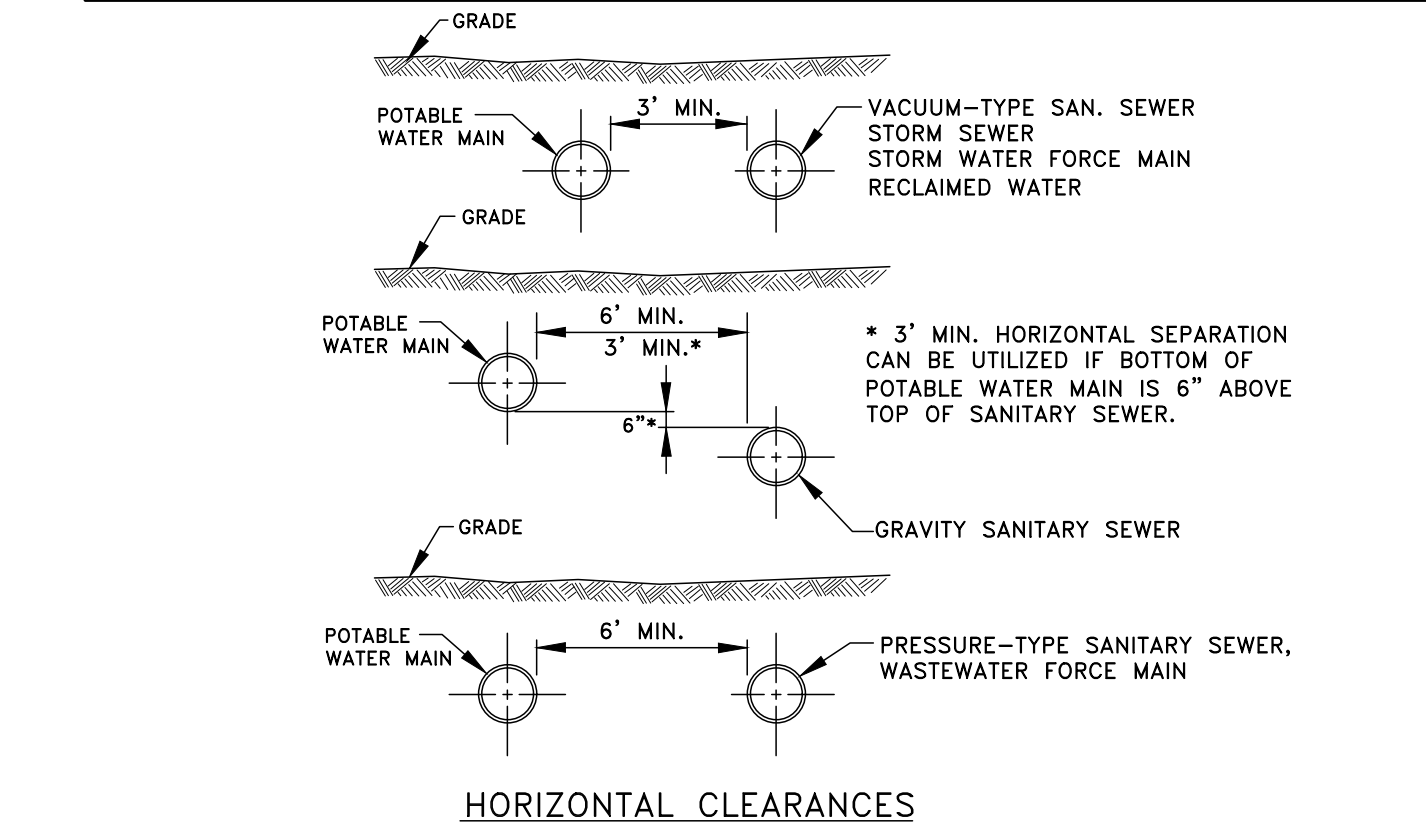
NOTE:
MATCH EXISTING DRIVEWAY WIDTH AT RIGHT-OF-WAY AND
MAINTAIN WIDTHS TO EDGE OF PAVEMENT.

2 RESIDENTIAL DRIVEWAY DIMENSIONS

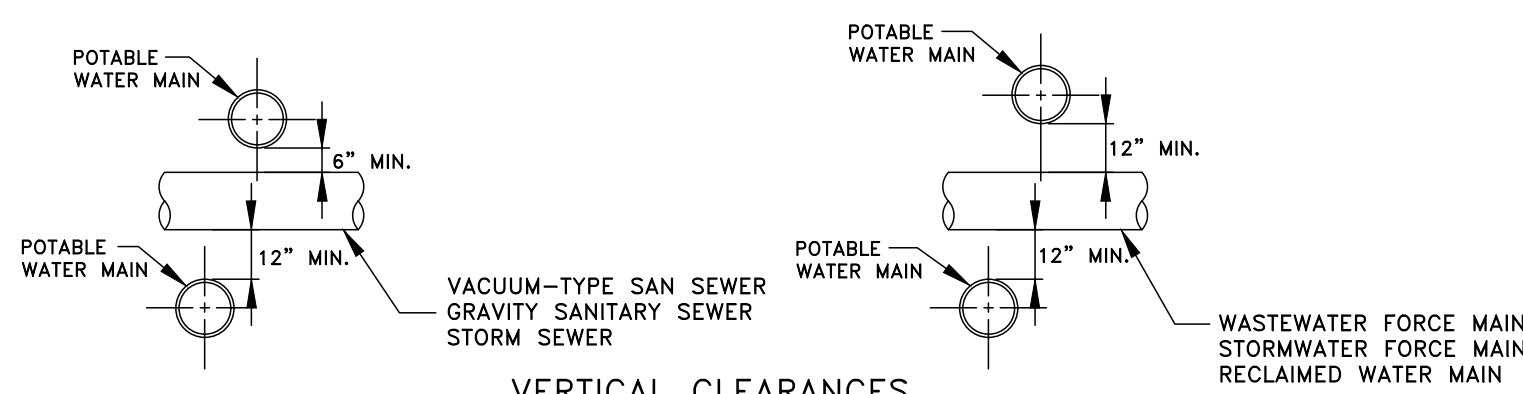
SCALE: 1"=5'



UTILITY CROSSING



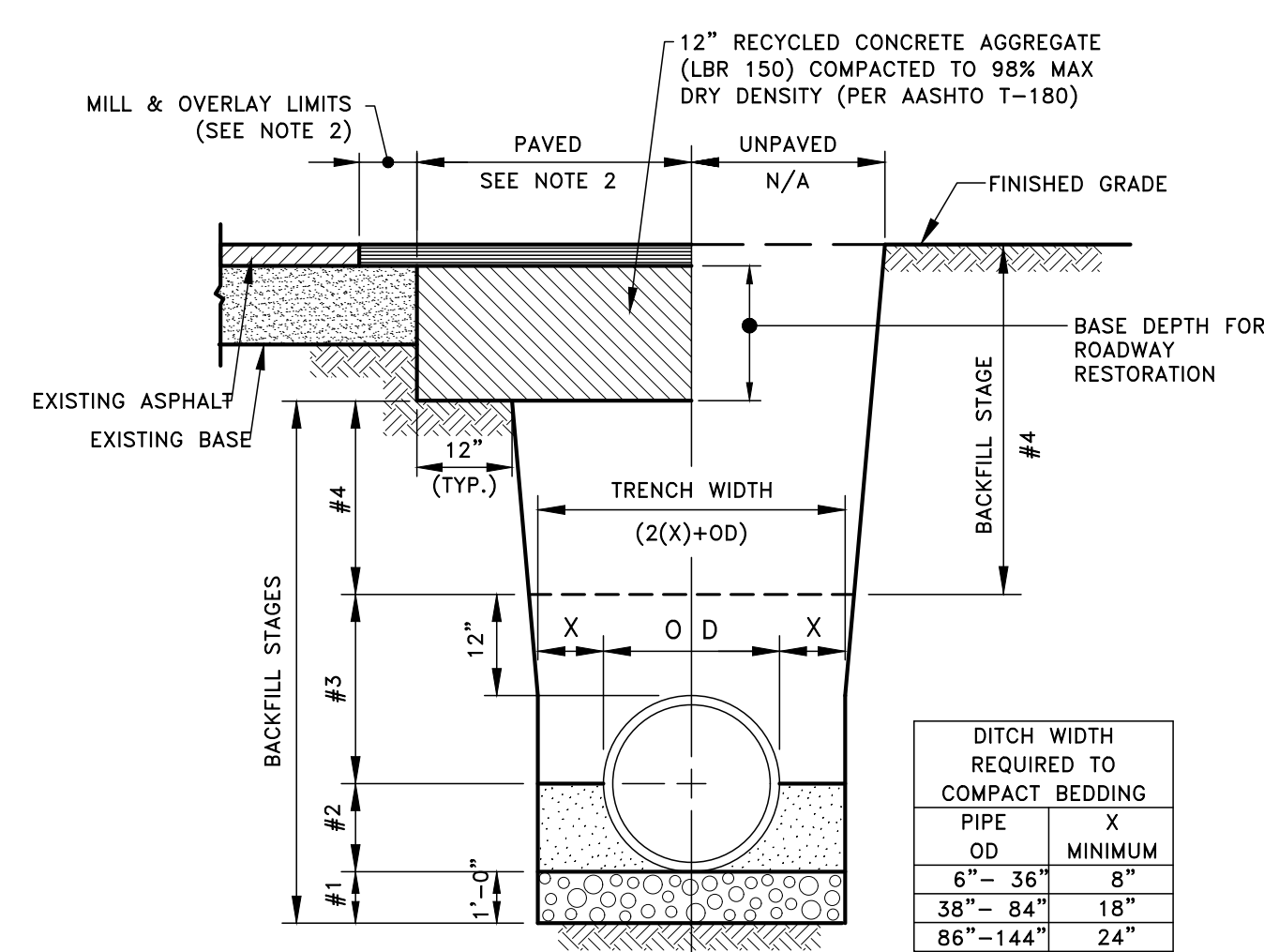
HORIZONTAL CLEARANCES



VERTICAL CLEARANCES

3 WATER MAIN AND SANITARY SEWER CLEARANCES

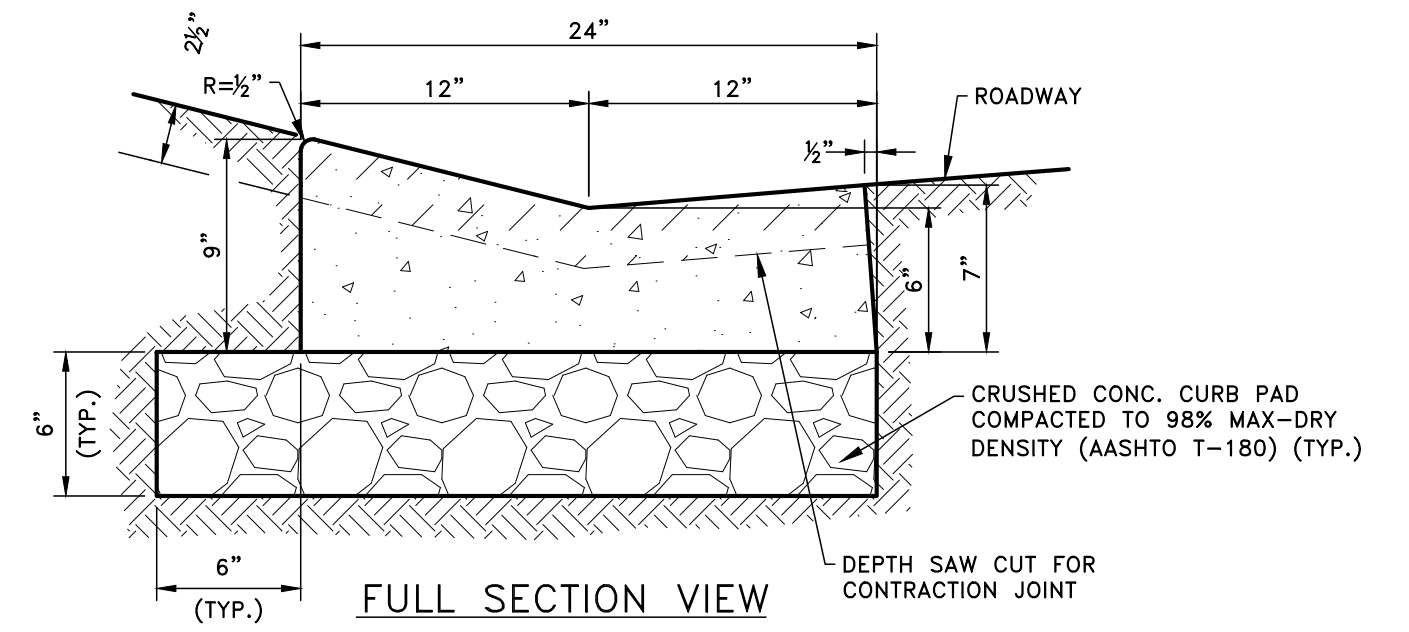
NOT TO SCALE



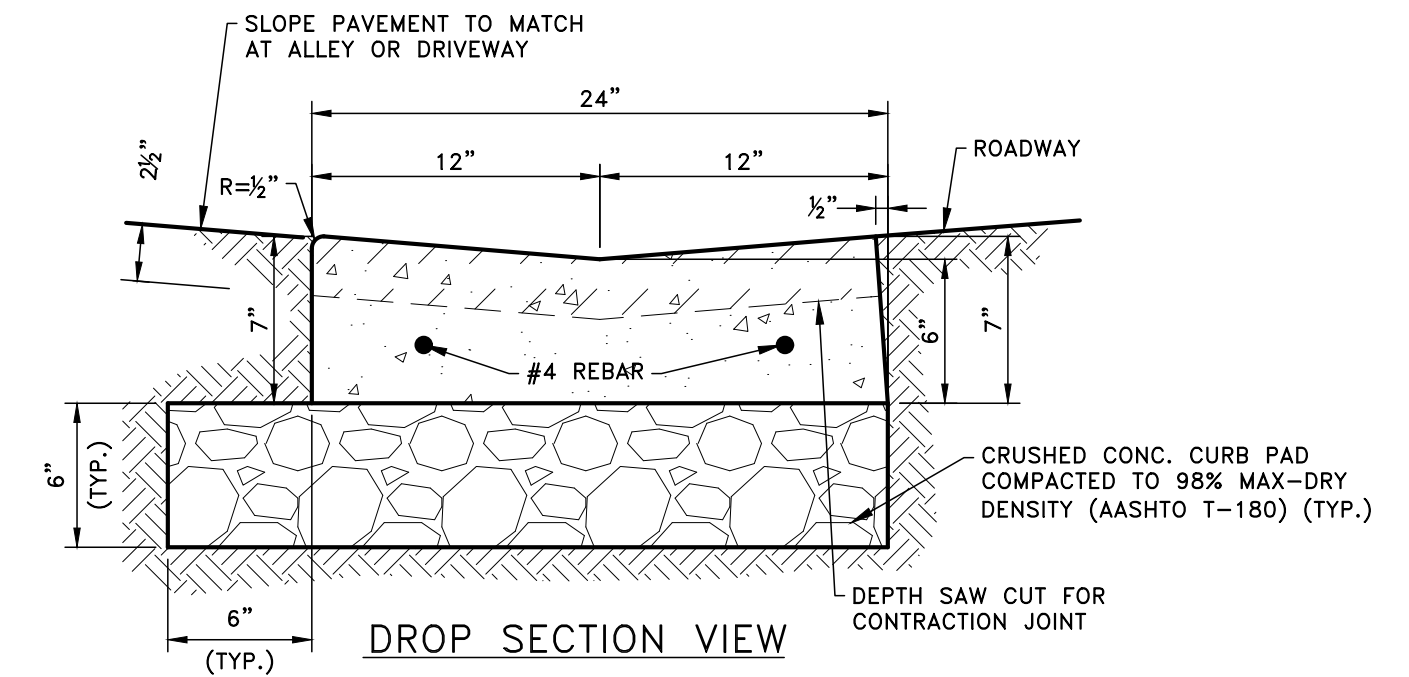
DITCH WIDTH REQUIRED TO COMPACT BEDDING		
PIPE OD	X	MINIMUM
6" - 36"	8"	
38" - 84"	18"	
86" - 144"	24"	

STAGE	MATERIAL
#1	BEDDING: RECYCLED CONCRETE AGGREGATE (SEE NOTE 3)
#2	PIPE BEDDING: LOCAL SAND
#3	PIPE BACKFILL: LOCAL SAND TO 6" ABOVE TOP OF PIPE
#4	TRENCH BACKFILL: PAVED/BRICK SURFACE - IN 6" LIFTS UNPAVED ROAD - IN 6" LIFTS GRASS SURFACE - IN 12" LIFTS

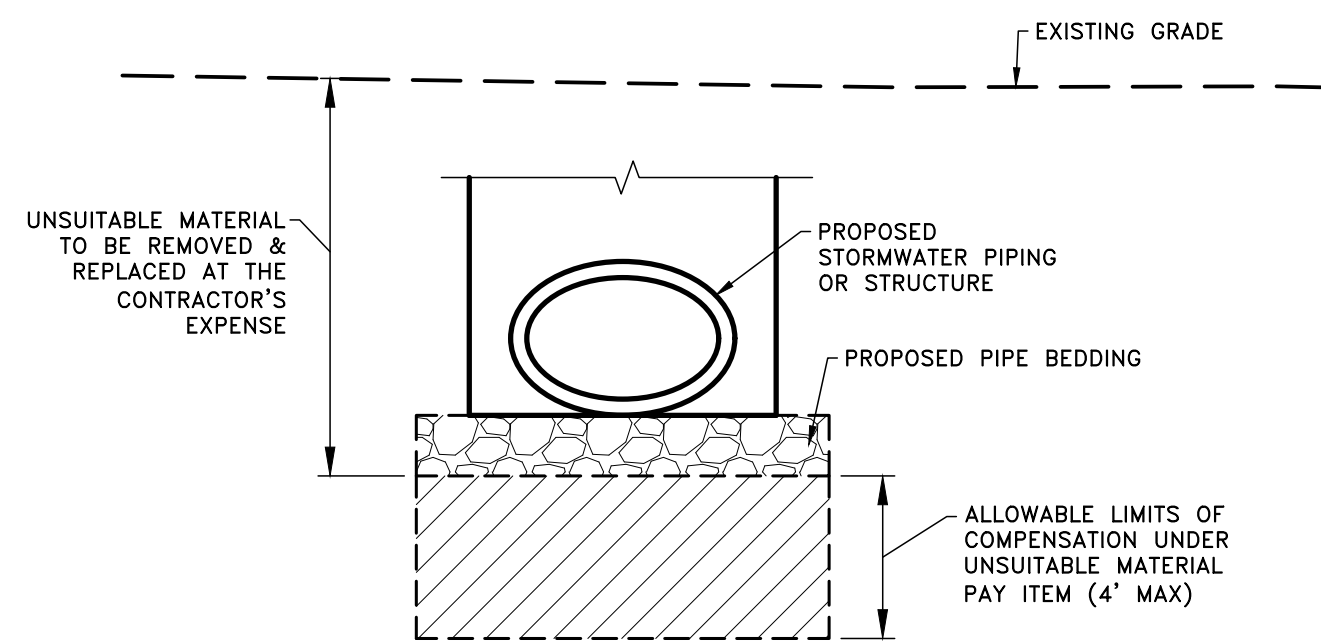
1. ALL BACKFILL SHALL BE PLACED IN LIFTS AND COMPACTED AS PER SPECIFICATION.
2. PAVEMENT SHALL BE 1.5" FDOT SP-9.5 (FINE) FOR TRAFFIC LEVEL C.
3. RECYCLED CONCRETE AGGREGATE SHALL BE #57 AS SPECIFIED IN FDOT SECTION 901 AND FULLY WRAPPED WITH A LAYER OF TYPE D-4 FILTER FABRIC AS SPECIFIED IN SECTION 985.



FULL SECTION VIEW



DROP SECTION VIEW



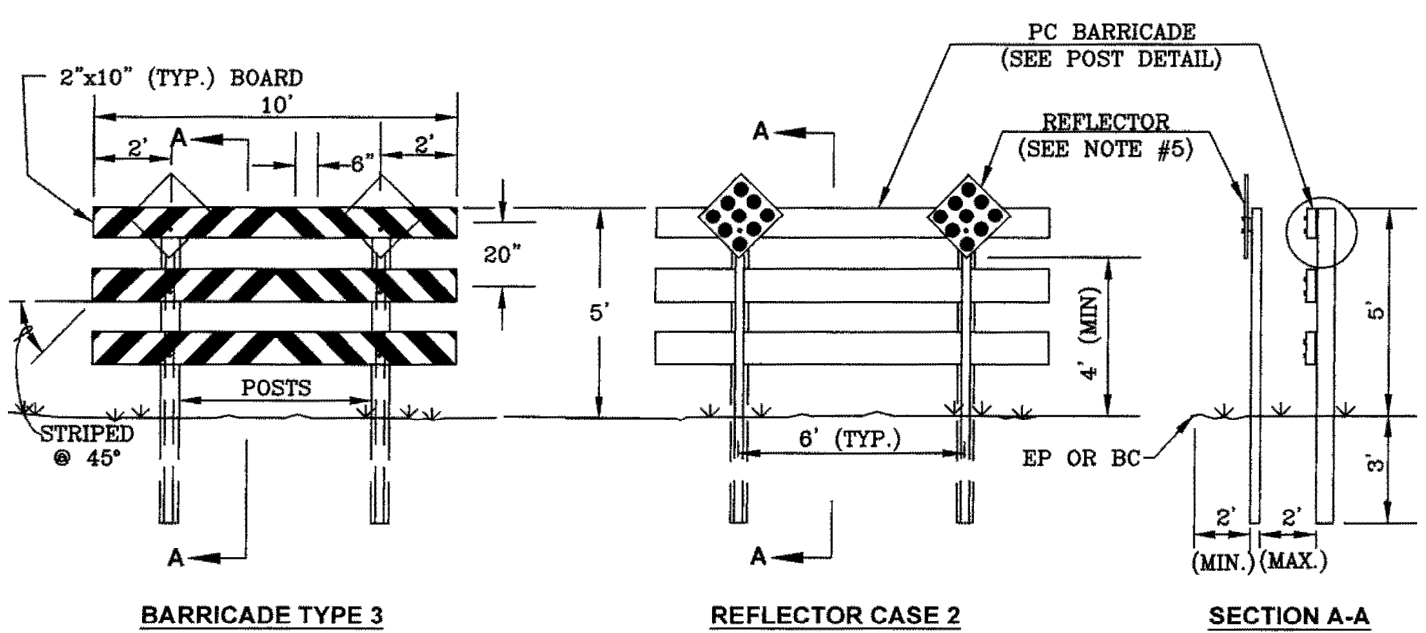
NOTES:

1. PIPE LOCATION & ELEVATION IN RELATION TO THE EXISTING GRADE SHALL BE DETERMINED BY THE PLAN & PROFILE. PIPE LOCATION SEEN ABOVE IS SCHEMATIC IN NATURE.
2. IF NEEDED, THE CONTRACTOR SHALL OBTAIN MATERIAL TESTING, AT NO COST TO THE CITY, TO DETERMINE SUITABILITY OF MATERIAL.

6 UNSUITABLE MATERIALS COMPENSATION LIMITS

NOT TO SCALE

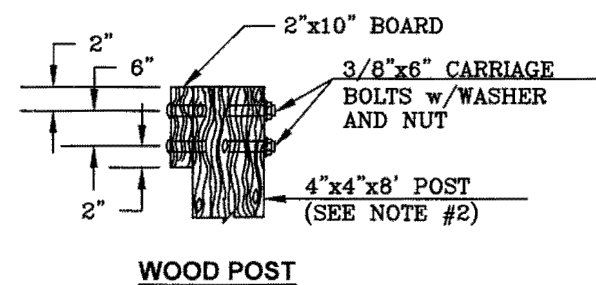
- NOTES:
1. STRIPES SHALL BE WHITE AND ORANGE FOR TEMPORARY BARRICADE DURING CONSTRUCTION PHASE AND WHITE AND RED FOR PERMANENT BARRICADE WITH A MATERIAL THAT HAS A HIGH INTENSITY AND SMOOTH SEALED OUTER SURFACE. USE ONLY PRESSURE TREATED POSTS (ASTM D-1760 PRESSURE TREATMENT OF TIMBER PRODUCTS).
 2. USE ONLY GALVANIZED COATED HARDWARE.
 3. THE SPACING OF REFLECTORS SHALL ALIGN WITH BARRICADE POSTS.
 4. REFLECTOR PANEL AND POST ASSEMBLY SHALL COMPLY WITH F.D.O.T. INDEX No.17349 FOR CASE 2 AND SECTION 904 OF F.D.O.T. SPECIFICATIONS.



BARRICADE TYPE 3

REFLECTOR CASE 2

SECTION A-A

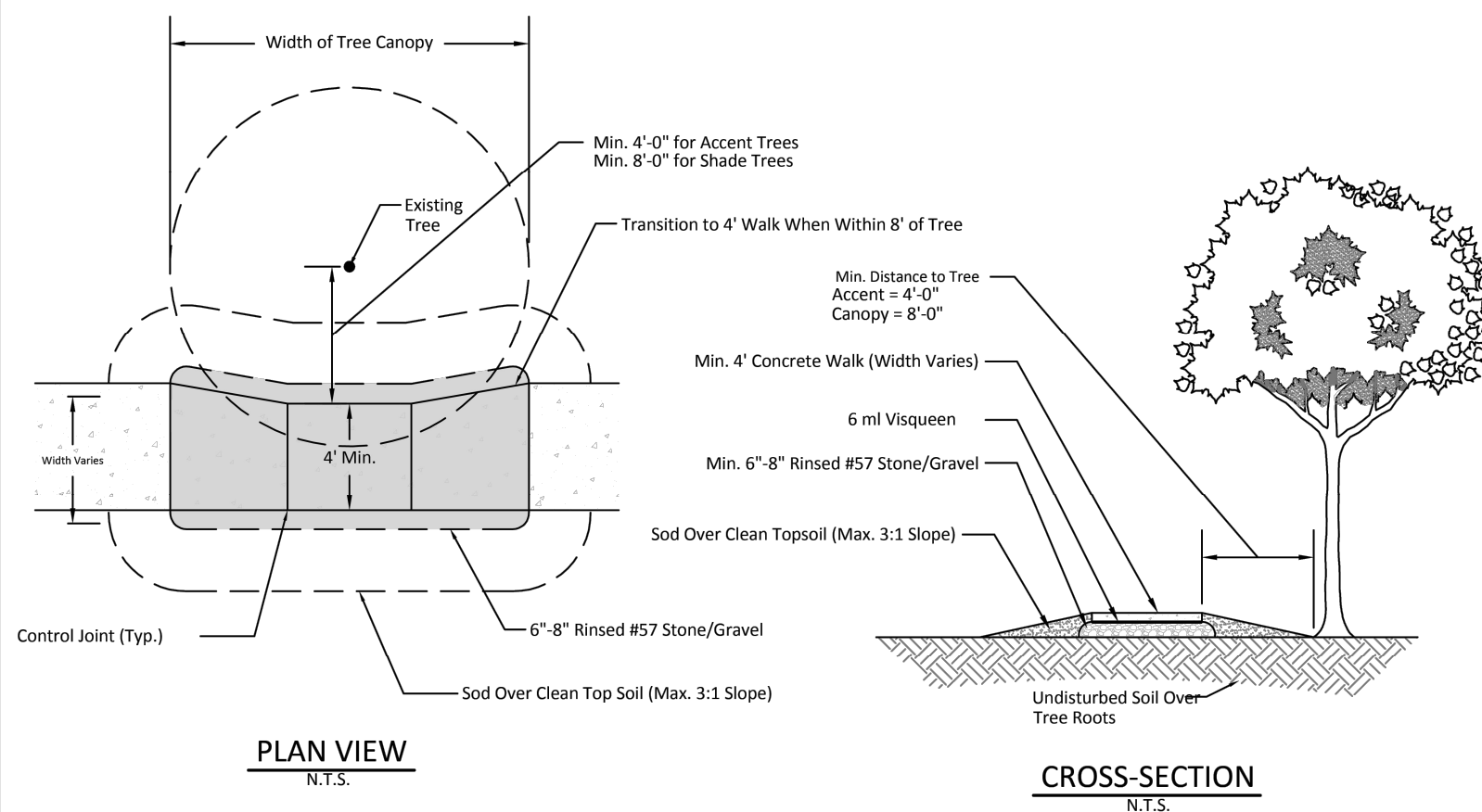


WOOD POST

7 BARRICADE WITH REFLECTORS DETAIL

NOT TO SCALE

- NOTE:
- All Concrete Sidewalk Construction Shall Conform with Minimum Requirements Found in City Index 109, Page 1 of 5



PLAN VIEW
N.T.S.

CROSS-SECTION
N.T.S.

NO.	REVISIONS	BY	DATE

SCALE: N/A
DRAWN: S.A.T.
DESIGNED: A.E.D.
APPROVED: J.V.K.

ADVANCED
ENGINEERING & DESIGN, INC.
3931 68th Avenue North, Pinellas Park, FL 33781 • (727) 526-9158 • www.aed-fl.com



FY25 STORMWATER IMPROVEMENTS

Exhibit B

Title(s) of Specifications

Section 01000	General
Section 01025	Measurement & Payment
Section 01045	Cutting and Patching
Section 01300	Submittals
Section 01385	Audio / Video Construction Records
Section 01400	Temporary Facilities
Section 01410	Testing Laboratory Services
Section 01500	Traffic Control
Section 01720	Project Record Documents
Section 02020	Earthwork
Section 02040	Concrete
Section 02090	Landscape and Sodding
Section 02110	Clearing and Grubbing
Section 02230	Base Courses
Section 02510	Paving
Section 02523	Concrete Sidewalks, Driveways, Curb and Gutters

FY25 STORMWATER IMPROVEMENTS

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

Section 01000	General
Section 01025	Measurement & Payment
Section 01045	Cutting and Patching
Section 01300	Submittals
Section 01385	Audio / Video Construction Records
Section 01400	Temporary Facilities
Section 01410	Testing Laboratory Services
Section 01500	Traffic Control
Section 01720	Project Record Documents
Section 02020	Earthwork
Section 02040	Concrete
Section 02090	Landscaping and Sodding
Section 02110	Clearing and Grubbing
Section 02230	Base Courses
Section 02510	Paving
Section 02523	Concrete Sidewalks, Driveways, Curb and Gutters

Section 01000
General

Part 1 General

1.01 Scope

- A. The plans, specifications, and bid items are for the full execution and completion of the work proposed. Bid units and items shall cover all related materials and labor to complete that specific unit or item. Payment shall be based on the actual quantities installed, based on unit or item price bid.

1.02 Shop Drawings

- A. The CONTRACTOR shall submit for the approval of the CITY, prior to the start of construction, detailed or shop drawings of equipment and materials he contemplates furnishing under this Contract. Equipment shall not be fabricated or materials shipped until shop drawings have been approved. Shop drawings shall be submitted electronically. Shop drawings shall be checked and signed or stamped by the CONTRACTOR before submission to the CITY.

1.03 Operation or Use Requirement

- A. Equipment and materials described in these specifications shall be installed in complete accord with the manufacturer's recommendations and, except where otherwise specified, proof must be given by the manufacturer that similar equipment or materials of this make have been in operation or use under comparable conditions for a period of at least two (2) years.

1.04 Material Approval

- A. All materials furnished by the Contractor shall be new and as specified and shown on the drawings. The CONTRACTOR shall, if required, furnish satisfactory evidence for the approval of the CITY as to the kind and quality of materials. Copies of the specific tests called for in the specifications shall be furnished in three (3) copies. Before beginning work, the CONTRACTOR shall advise and shall obtain approval of the CITY in writing for any optional materials allowable under the various headings that he proposes to use.

1.05 Storage of Materials

- A. The CONTRACTOR shall furnish suitable storage facilities. All materials, supplies, and equipment intended for use in the work shall be stored by the CONTRACTOR to prevent damage from exposure, admixture with foreign substances, or vandalism. The CITY will refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the

CITY before any payment for same will be made.

1.06 Salvaged Equipment and Materials

- A. In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of the CITY and shall be cleaned and stored as directed by the CITY. Surplus suitable excavated materials remain the property of the CITY (if desired) and shall be spoiled in an area designated by the CITY. The Contractor shall suitably dispose of the surplus excavated material if directed

1.07 Progress of Work

- A. If at any time the materials and appliances to be used appear to the CITY as insufficient or improper for securing the quality of work required or the required rate of progress, he may order the CONTRACTOR to increase his efficiency or to improve the character of his work and the CONTRACTOR shall conform to such an order, but the failure of the CITY to demand any increase of such efficiency or any improvement shall not release the CONTRACTOR from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. Reference shall be made to General Conditions.

1.08 Preservation of Property

- A. The CONTRACTOR shall preserve from damage all property including sprinkler systems along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for in the plans. Where such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the CITY.
- B. In case of failure on the part of the CONTRACTOR to restore such property, or make good such damage or injury, the CITY may, after forty-eight (48) hours notice to the CONTRACTOR, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under this contract.

1.09 Clean Up

- A. The CONTRACTOR shall keep the construction site free of rubbish and waste materials and restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the residents and workers in the vicinity of the project. The CONTRACTOR shall also remove, when no longer needed, all temporary structures, earthen material and equipment used in his operations. The CONTRACTOR shall clear the site of all debris, rubbish, and litter of all types on a daily basis and shall clean the site thoroughly to a condition acceptable to the CITY before final payment will be made. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be restored to their original condition or better.

- B. Upon request of the CITY, the CONTRACTOR shall remove any debris, litter or excess materials within 24-hours after written notification.
- C. These provisions shall also apply to any staging or storage areas.

1.10 Traffic Control

- A. The CONTRACTOR shall provide all work zone traffic control. All work zone traffic control shall comply with the latest FDOT standards. The Contractor shall provide the City advance notification of any traffic control modifications. This advance notice shall be provided a minimum of seven (7) days prior to the proposed modification being implemented.

1.11 Public Safety and Convenience

- A. The CONTRACTOR shall, at all times, so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property in a manner satisfactory to the CITY. No road or street shall be closed to the public, except with the permission of the CITY and proper governmental authority. Fire hydrants, on or adjacent to the work, shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. All storm sewers, including those installed by the CONTRACTOR, must be kept free of debris and silt by the CONTRACTOR.

1.12 As-Built Data

- A. The CONTRACTOR shall maintain continuous "as-built" data for the project, including accurate records of the location, length, and elevation of all pipelines and piping installed and all architectural, mechanical, or structural features of the Contract. A set of drawings will be provided to the CONTRACTOR to be kept at the job site for this purpose. Within thirty (30) days after completion of any portion of this work for which he has requested payment, the CONTRACTOR shall deliver to the CITY the drawings with accurate notations recorded thereon as necessary to revise the drawings for record purposes. Information to be shown shall include the horizontal and vertical location of all stormwater, potable water and sanitary sewer systems (new and existing if encountered during construction activity). The CONTRACTOR will be held responsible for the accuracy of such data and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by the CONTRACTOR. All projects involving computer-generated drafting will require record data submitted on diskettes compatible with AutoCAD™, Release 2018 or later.

1.13 Video of Projects

- A. The CONTRACTOR shall make provision, at their expense, for video recordings to be taken just prior to construction and for unusual conditions during construction in accordance with the requirements of the specification. The video will show pertinent physical features along the line of construction prior to the start of construction. Two (2) copies of all videos shall be furnished to the CITY.

- B. The CONTRACTOR shall include all locations used for material and equipment storage in this video recording.

1.14 Schedules

- A. The CONTRACTOR shall submit to the CITY for its review schedules of time and dates for the removal and relocation of the existing water and sewer lines and other utilities as shown on the drawings, and shall coordinate all work in this regard to ensure a minimum of inconvenience to the area served by these services.

1.15 Protection of Property

- A. The CONTRACTOR shall be responsible for the protection of property in the areas in the vicinity of the construction project and for the protection of his own equipment, supplies, materials, and work against damage resulting from the elements, such as flooding, wind damage, or other cause as a result of the configuration of the construction project. The CONTRACTOR shall take all precautions against any such damage resulting from same. The CONTRACTOR shall provide adequate drainage facilities, tie-downs, or other protection throughout the life of the Contract for the protection of his, the CITY's, and other properties from such damage.

1.16 Codes

- A. The CONTRACTOR shall be responsible for the performance of each craft or trade being accomplished within, and to the satisfaction of the prevailing codes or ordinances for that particular craft or trade on this project.

1.17 Guarantees, Operating And Maintenance Instructions

- A. The CONTRACTOR shall furnish to the CITY two (2) sets of brochures containing spare parts data and operating and maintenance instruction on all major equipment furnished for the project and copies of all manufacturer's guarantees and warranties. This material shall be furnished before the completion of the project and before final payment is made to the CONTRACTOR. An electronic version of all brochures and manuals shall also be provided.

1.18 Protection Of Existing Water And Sanitary Sewer Services

- A. The CONTRACTOR shall preserve from damage any existing water and sanitary sewer service along the line of work, or which is in the vicinity of, or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Where such water and/or sanitary sewer service is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the CITY or service entity.

1.19 Restoration

- A. The CITY reserves the right to stop work if, in the opinion of the CITY, the construction operation is too far in advance of restoration and cleanup. The CONTRACTOR is to cease all operations except restoration until the CITY is satisfied that the restoration is acceptable.

1.20 Unit Prices & Estimated Quantities

- A. All quantities stipulated in the Bid Form at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the Bids submitted for the Work. The basis of payment shall be the actual quantity of material furnished and Work done.
- B. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of Work actually performed and materials actually furnished and the estimated amount thereof.
- C. City reserves the right to decrease, increase, or delete parts of the project.

End of Section

Section 01025 Measurement & Payment

Part 1 General

1.01 Scope of Payment

Payment to the CONTRACTOR will be made for actual quantities and work completed and accepted in accordance with the Contract.

The CONTRACTOR shall accept in compensation provided herein full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete all work included in the Contract; also for all loss or damage arising from the nature of the work, inclement weather, action of the elements or from any unforeseen difficulties which may be encountered during the execution of the work or except as provided herein. The CITY will make no allowances for Items not included in the proposal.

1.02 Procedure for Measurement

- A. For lump sum items, payment shall be based on the lump sum prices set forth in the Bid Proposal and based on the amount of completed work.
- B. For field measured unit-price items, payment shall be based on the actual amount of work accepted and the actual amount of materials in place, as will be determined by measurements.

1.03 Estimated Quantities

All estimated field measure quantities stipulated in the Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the WORK and (b) for purpose of comparing the bids submitted for the WORK. The actual amounts of WORK done under field measured unit price items may differ from the estimated quantities. The basis of payment for WORK will be the actual amount of WORK performed and field measured.

Should the quantities of unit price items listed in the original Vendor Proposal Form increase or decrease, the prices for these items must be at the unit price quoted by the CONTRACTOR on his original Vendor Proposal Form.

1.04 Incidental Work

All work shown on the plans and referenced in the specifications as being part of the contract for which no separate pay item is provided is considered incidental to the contract. Incidental items are to be incorporated into the pay items provided. Claims for separate payment of incidental items will not be considered.

1.05 Items Included but Not Specified

The unit or lump sum prices designated in the Bid Proposal shall include all profit, taxes, labor, overhead, material, equipment, tools, utility notification and coordination, protection of existing utilities, temporary support of existing utilities, irrigation protection/demolition & repair, shoring (proprietary & non-proprietary), sheeting and slope protection (proprietary & non-proprietary), night work when needed, design of sheeting/shoring/slope stabilization, backfill, dewatering, extra backfill material as required, excavation materials, protection and preservation of existing

structures, salvaging of items as shown on the drawings, coordination with City staff and residents, the erection of previously removed fencing and gates, removal and resetting of mailboxes, all pipe preparation necessary for applying plugs in pipes (including barnacle removal), securing a Building Permit and other work incidental thereto and specified in these specifications and on the drawings.

1.06 Description of Pay Items

The following describes the measurement of and payment for the work to be done under the respective items listed in the Bid Proposal.

Each field measure unit or lump sum item stated in the Bid Proposal shall constitute full compensation for each item of work completed.

Mobilization (ITEMS A-G-1)

Mobilization (ITEMS B-G-1)

The work specified under this Section consists of preparatory work and operation in mobilizing to begin work on the project, including but limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site(s), and for the establishment of temporary offices, buildings, safety equipment, project sign and first aid supplies, sanitary and other facilities as required by these specifications, special provisions, and state and local laws and regulations. Mobilization costs shall also include the costs of preconstruction videotaping, coordination with residents throughout the project's duration, coordination with City representatives throughout the project's duration, project signs, insurance, bonds, permits (including NPDES and dewatering) and other Contract materials.

The contract unit price will be on a lump sum (LS) unit price. Partial payments will be allowed as outlined below.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR MOBILIZATION (*)
5	25
10	50
25	75
100	100

Maintenance of Traffic (ITEMS A-G-2)

Maintenance of Traffic (ITEMS B-G-2)

This Section consists of maintaining vehicular and pedestrian traffic within the project's limits for the duration of the construction period, in accordance with the requirements of FDOT Section 102 of the "Standard Specifications," as amended herein.

The Contractor will not be permitted to close access to residences or places of business. Provisions shall be made to provide access to large trucks for pick-up and delivery of materials during the construction period. The Contractor shall furnish, erect, and maintain all necessary traffic control and safety devices in accordance with the Florida Department of Transportation "ROADWAY AND TRAFFIC DESIGN STANDARDS", applicable edition, and State of Florida's "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS", applicable edition, and shall take all necessary precautions for the protection of the work and the safety of the public for

duration of the construction period.

A Maintenance of Traffic (MOT) plan shall be submitted to the City, by the Contractor, and approved prior to implementation. This plan shall include all necessary signage and dimensions and be prepared by an Advanced MOT certified party or Florida-registered professional engineer.

The work specified under this Section shall include the furnishing, erection, and maintenance of all temporary traffic barricades of whatever type required and for such duration as may be required and shall include all materials and construction necessary for temporary connections and driveway maintenance. The Contract unit price for this item will be a lump sum unit price. Partial payments for maintenance of traffic will be limited to the overall percent of the work completed by the Contractor.

This pay item shall include multiple setups and modifications, as needed, to satisfactorily perform the work.

This pay item shall include the construction and demolition of ADA-compliant temporary walking surfaces where required to maintain pedestrian access.

Demolition / Clearing and Grubbing (ITEMS A-G-3)

Demolition / Clearing and Grubbing (ITEMS B-G-3)

Payment under this pay item shall be provided on a lump sum basis and include all equipment, material and labor to perform the work. Payment shall include, but not be limited to, the following: demolition of existing roadway, driveways, root and limb pruning if needed, tree removal where specified, stump removal where required, landscaping/sod removal, irrigation removal, removal and temporary storage of items to be reinstalled, protection of existing facilities, stormwater structure and pipe demolition, stormwater pipe abandonment (including plugging), clearing and grubbing, and all incidentals necessary to complete the work.

Hand clearing and grubbing, where required, shall be a component of this pay item.

Payment for Clearing and Grubbing shall be made on a lump sum (LS) basis.

Tree Protection (ITEM A-G-4)

Payment for Tree Protection shall include furnishing, installing and removing tree protection around trees near construction activities where required and as indicated on the construction plans and removal upon completion.

Payment for tree protection shall be made on a per lump sum (LS) basis.

Erosion & Sediment Control (ITEMS A-G-5)

Erosion & Sediment Control (ITEMS B-G-4)

Price shall include payment for all installation, maintenance, removal, and all other incidentals necessary to provide erosion and sediment control (within the project boundaries) as notated on the plans and as required by any local, state or Federal code, statute or ordinance. Daily debris removal from right of ways, easements and vehicle use areas shall be included in this pay item.

Payment for this item shall be on a lump sum (LS) basis and shall include all necessary equipment, labor and materials to complete this pay item. The Contractor shall receive

compensation for this item as stipulated in the table on the following page.

PERCENT OF ORIGINAL CONTRACT AMOUNT EARNED	ALLOWABLE PERCENT OF THE LUMP SUM PRICE FOR EROSION AND SEDIMENT CONTROL
5	25
10	50
25	75
100	100

Swale Construction, Full (ITEM A-DR-1)
Swale Construction, Partial (ITEM A-DR-2)

Payment for swale construction shall be paid for at the unit price per linear foot which will be full compensation for grading required to achieve new plan elevations. Payment shall include, but not be limited to, identifying grading limits, protection of facilities proposed to remain during grading activities, grading, compaction, adjustment to existing utilities within the parkway, preparation of the surface for sod, testing, labor, equipment, and other incidentals necessary to complete this item.

Grading associated with restoring existing grade shall not be eligible for compensation under this pay item.

Private Drain Restoration (ITEM A-DR-3)
Private Drain Restoration (ITEM B-DR-3)

The above pay items shall include payment for furnishing and installing private stormwater structures. Payment for this item shall include, but not be limited to, the following: acquisition of field dimensions, dewatering, excavation, the removal and proper disposal of existing piping to be replaced and/or shown to be removed in the plans, the disposal of excess material, transportation, sheeting, shoring, slope stabilization, protection/support of existing utilities, bedding material, structure modifications, additional piping as needed to extend existing piping and perform a connection, furnishing and installing new infrastructure and incorporation of conflict piping, frame, and grate adjustments (as necessary), access covers & grating, grouting, sealing, formwork, reinforcement, the connection of new/existing piping, connections to existing structures, backfilling, backfill material, compaction, grading, testing, protection of work, clean up and any other incidentals required to perform this task.

Rip Rap Blanket (ITEM A-DR-4)
Mitered End Section, Grates (ITEM A-DR-5)
FDOT Type P-8T Manhole Conflict Structure, 6' Dia. (ITEM B-DR-6)
FDOT Concrete Collar (ITEM B-DR-8)

The above pay items shall include payment for furnishing and installing stormwater structures. Payment for this item shall include, but not be limited to, the following: acquisition of field dimensions, dewatering, excavation, the removal and proper disposal of existing piping to be replaced and/or shown to be removed in the plans, the disposal of excess material, transportation, sheeting, shoring, slope stabilization, protection/support of existing utilities, bedding material, structure modifications, additional piping as needed to extend existing piping and perform a connection, furnishing and installing new infrastructure and incorporation of conflict piping, frame and grate adjustments (as necessary), access covers & grating, grouting, sealing, formwork, reinforcement, the connection of new/existing piping, connections to existing

structures, backfilling, backfill material, compaction, grading, testing, protection of work, clean up and any other incidentals required to perform this task.

Payment for this item, with the exception of Rip Rap Blanket (ITEM A-DR-4), shall be on a per each stormwater structure furnished and installed basis (or connection made) and shall include all necessary equipment, labor and materials to complete this pay item. Payment for Rip Rap Blanket (ITEM A-DR-4), shall be on a square foot basis.

48" RCP (ITEM B-DR-7)

Payment for pipe culvert (sizes stated above) will be paid for at the Contract Unit Price per linear foot for the size pipe installed, based on field measurements. The price paid shall be payment in full for the pipe, gaskets, joint material, external joint wrap, filter fabric, dewatering, all excavation, the disposal of excess material, existing pipe removal and disposal, demolition of surfaces and other features as needed to construct the piping, protection of property and structures, transportation, sheeting, bedding material, backfilling, backfill material, grading, compaction, testing, televising, equipment, labor, materials, protection of work, trench safety precautions, connections to existing piping, concrete collar construction (per FDOT Index No. 430-001), clean up and all other incidentals necessary to complete each item.

The quantity of storm pipe to be paid for shall be based on the laying length of the pipe in linear feet actually placed as measured along the long side of the satisfactorily installed pipe (measured from the outside wall of structures).

All excess material shall be transported offsite at the expense of the Contractor.

Pipe Cleaning, 48", Medium (ITEM B-DR-1)

Pipe Cleaning, 48", Heavy (ITEM B-DR-2)

Pipe CCTV Inspection (ITEM B-DR-3)

CIPP Lining System (48" Diameter), 15 mm (ITEM B-DR-4)

CIPP Lining System (48" Diameter) Thickness Variation $\pm 1.5\text{mm}$ (ITEM B-DR-5)

The work includes installing the CIPP liner in the 48" CC storm pipe. It also includes mobilization, neighborhood notification, line cleaning, pre- and post-hydrophilic end seals of the liner at manhole connections, and pre- and post-televising. The Contractor's attention is called to the fact that cleanup and restoration are considered part of the work.

Payment will be made at the applicable unit price per linear foot (LF) of CIPP liner installed and accepted (including cleaning and video inspections). The quantity for payment will be the number of linear feet of RCP acceptably rehabilitated by cured-in-place pipe lining measured along the centerline of the pipe from center to center of stormwater structures. No additional compensation will be paid for an eroded or oversized inside pipe diameter.

Utilities Allowance (ITEM A-U-1)

Utilities Allowance (ITEM B-U-1)

The work under this item includes an allowance for any unspecified utility work that may be associated with the work in this contract or as otherwise identified by the CITY. Any amount of extra work and/or alterations to this contract charged to this pay item shall be fully documented and approved in writing, in advance, by the CITY. All work performed under this pay item shall be completed in accordance with all conditions and requirements of this contract and shall include the work to be done by all necessary subcontractors and/or suppliers.

"Utilities Allowance" shall mean the stated fixed sum of money to be used only at the CITY's specified direction. The particular requirements and items for the allowances will be provided to

the Contractor at the appropriate time and allowance amounts shall apply only to additional items cover and above those specified/indicated in the plans for this contract.

Use of any portion of this pay item shall require written approval by the CITY.

The basis of negotiated prices and subcontractor's invoices will be included in the Contractor's pay application. Copies of invoices, equipment costs, and other supporting documentation shall be included.

Sod Restoration (ITEM A-S-1)

Sod Restoration (ITEM A-S-2)

Sod Restoration (ITEM B-S-1)

Sod will be paid at the Contract Unit Price per square foot. Price paid shall be payment in full for furnishing and installing sod, topsoil, stakes, all necessary subgrade preparation, grading, fertilizing, watering, rolling and tamping, mowing, maintenance, care, and replacement of defective sod and surplus materials.

Sod shall be measured in square feet of sod installed, in kind, on all disturbed work areas within the limits of construction or as directed in the field by the CITY. Payment for sodding will not be made for disturbed areas not directly related to construction, including equipment and material storage areas. Restoration in these areas shall be at the Contractor's expense.

Remove & Reset Existing Fencing, 6', Wood (ITEM A-S-2)

Remove & Reset Existing Fencing, 6', PVC/Vinyl (ITEM A-S-3)

Remove & Reset Existing Fencing, 6', Wood, Gate (ITEM A-S-4)

The above pay item shall include payment for the removal and resetting of fencing (height and materials vary) removed during construction. Existing fences will be removed and replaced with gates matching the material of the existing fence. The gates will also need to be fitted with locks. The locks cannot all be keyed the same unless they share a master key with a secondary key that only opens each individual lock. Payment for this item shall include, but not be limited to, the following: resident coordination, documenting the condition of all fences removed, removal of existing fencing, protection of existing fencing, construction of temporary fencing, construction of new posts where realignment is needed, resetting of existing fence panels, installation of new fence panels where existing fence panels cannot be reset and any other incidentals required to perform this task. Payment for this item shall be on a per linear foot of fencing removed and reset basis and shall include all necessary equipment, labor, and materials to complete this pay item.

Separate payment will not be provided for temporary fencing.

The determination regarding whether new fence panels are needed will be made in the field by the City's inspector.

Landscaping Restoration (ITEM No. A-S-5)

Landscaping Restoration (ITEM No. B-S-5)

Payment for this item shall be paid for on a lump sum basis. The price paid shall be full compensation for the reconstruction of landscaping beds/decorative planters removed or altered during construction activities. Payment for this item shall include all CITY and homeowner

coordination, removal of existing landscape bed/decorative planter features, temporary storage of removed features (if feasible), replacement of removed features (if necessary), replacement of ground cover as existing prior to construction commencement, and all transportation, dewatering, irrigation replacement/reconnection and all other incidentals required to complete this item.

Replacement hedges shall be the same species as the hedge removed. The Contractor shall replace said hedge with a hedge of a similar size. If a similar size hedge cannot be located, the replacement hedge shall be of an industry standard size. Industry standard size is defined as common hedge sizes available within the Tampa Bay area.

The contract unit price will be on a lump sum basis. Partial payments will not be allowed as outlined in the General Conditions.

Concrete Driveway Reconstruction, 6" (ITEM B-S-2)
Concrete Sidewalk Restoration, 4" (ITEM B-S-3)

Payment for concrete driveways of the thickness specified (6") and concrete sidewalks of the thickness specified (4") will be paid for at the Contract unit price per square foot, based on field measurements. The price paid shall be payment in full for dewatering, grading, concrete saw cutting, the removal and disposal of unsuitable material, furnishing and placement of all driveway materials, transportation, equipment, labor, subgrade stabilization, compaction, reinforcement, jointing, finishing, material testing and all other incidentals necessary to complete this item.

Measurement for payment of this Pay Item shall be the measured in place square feet (SF) of Concrete Driveway Reconstruction completed and accepted.

Field layout, coordination with residents, coordination with the CITY and revisions to field layout are all components of work for driveway restoration (all kinds).

Concrete Curb Removal & Replacement (ITEM B-S-4)

Payment for curbing will be paid for at the Contract Unit Price per linear foot, based on field measurements. The price paid shall be payment in full for excavation, construction of crushed concrete curb pad, dewatering, grading, furnishing and placing of all curb materials, transportation, equipment, labor, compaction, formwork, curb transitions, drainage structure transitions and throats, reinforcement, jointing, finishing, providing protection against rain and cold weather, material testing, protection of work and all other incidentals necessary to complete these items.

The quantity of concrete curb to be paid for shall be determined from field measurements of the amount satisfactorily constructed, measured in linear feet along the front face of the curb.

Expansion joint material, where called for on the plans or required, shall be included in this pay item.

Roadway, Base Restoration (ITEM B-S-6)

Payment for the restoration of roadways shall be made on a per square yard restored basis and shall include all necessary equipment, materials and labor required to complete this item. Work activities to be covered under this pay item shall include, but not be limited to, the following: excavation, removal of excess material, undercutting where required, furnishing fill, subgrade and base material, placement of fill, subgrade and base material per the specifications, compaction of fill, subgrade, and base in accordance with the specifications, stabilization of

subgrade, grading as needed to achieve proposed pavement elevations, application of prime and tack coats, furnish and place asphalt, compaction, testing and all incidental items required to complete this pay item. Roadway restoration shall be in compliance with all plan and specification requirements.

Roadway, Mill & Resurface, 1-1/2" Restoration (ITEM B-S-7)

Payment for milling existing asphalt shall be paid for at the unit price per square yard, which price will be full compensation for removal (milling) of existing asphaltic concrete wearing surface (as shown on the Plans) to the depth of 1-1/2", survey, leveling, dewatering, transportation, testing, labor, equipment, and other incidentals necessary to complete this item.

The Contractor shall take ownership of all millings.

The Contractor will only be compensated for milling performed at locations specifically stated on the plans. Additional milling shall be performed at the Contractor's expense.

Excavation, Unsuitable Material (ITEM A-M-1)

Excavation, Unsuitable Material (ITEM B-M-1)

The above pay item shall include payment for removing (from the site) and properly disposing of material deemed unsuitable for use. Work activities to be covered under this pay item shall include, but not be limited to, the following: coordination with City staff, quantity tracking using a City-approved approach, material testing to confirm suitability of existing site material, excavation, sheeting/shoring/slope protection, separation of suitable and unsuitable material, removal of rocks/boulders/debris from unsuitable material, dewatering of excavated material, temporary storage of material to be onsite, all trucking and transportation costs, furnishing and installing suitable material and all other incidentals necessary to complete this item. Payment for this item shall be on a per cubic yard of unsuitable material excavated, removed, disposed and replaced basis and shall include all necessary equipment, labor and materials to complete this pay item.

It shall be noted that this pay item is only applicable for the removal of material which currently is onsite. Any unsuitable material imported by the Contractor shall be removed (and disposed of) at no additional cost to the City. Written approval from the City/Engineer shall be provided prior to utilization of this pay item.

Measurement for payment for this item shall be per Cubic Yard (CY) of field measurement of volume per truck load or container of material removed and disposed.

End of Section

Section 01045 Cutting And Patching

Part 1 - General

1.01 Description Of Work

- A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
- B. Make the several parts fit properly.
- C. Remove and replace Work not conforming to requirements of the Contract Documents.
- D. Rework existing items to provide for new construction.

1.02 Quality Assurance

- A. Perform all cutting and patching in strict accordance with pertinent requirements of these Specifications and, in the event no such requirements are determined, in conformance with the CITY's written direction.
- B. Codes and standards for work of this section shall be the same as for the pertinent sections of this specification.

1.03 Submittals

- A. Request for CITY's Consent:
 - 1. Prior to cutting which affects structural safety, submit written request to the CITY for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the CITY and secure his written permission prior to proceeding.
- B. Notice to the CITY: Submit written notice to the CITY designating time the Work will be uncovered, to provide for the CITY's observation.

Part 2 - Products

2.01 Materials

- A. Materials used in the replacement of existing work and the construction of work in conjunction with cutting and patching shall be new unless prior approval from the CITY has been obtained to re-use existing materials.

2.01 Fabrication

- B. The materials and methods used in the fabrication of items required under this section shall comply with the individual sections of this specification that have to do with new construction.

Part 3 - Execution

3.01 Conditions

- A. Examination:
 - 1. Examine existing conditions, including elements subject to movement or damage during cutting, excavating, backfilling, and patching.
 - 2. After uncovering the Work, inspect conditions affecting the installation of the new Work.
- B. Discrepancies:
 - 1. If uncovered conditions are not as anticipated, immediately notify the CITY and secure needed directions.
 - 2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 Preparation Prior To Cutting

- A. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain the structural integrity of the Work.

3.03 Performance

- A. Perform all required excavating and backfilling as required under pertinent Sections of these Specifications. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and will provide proper surfaces to receive installation of repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerances and finishes.

End Of Section

Section 01300 Submittals

1.01 Construction Schedule

- A. At or before the pre-construction conference, the CONTRACTOR shall submit to the CITY for review a preliminary schedule of the proposed construction operations. The CITY will review the schedule and provide comments. The CONTRACTOR shall provide a construction progress schedule within 10 (ten) days of receipt of the CITY's comments. The construction schedule shall indicate the sequence of the Work, the time of starting and completion of each part, the installation date for each major item of equipment, and the time for making connections to existing piping, structures, or facilities.
- B. The schedule shall be revised at least every 7 days to reflect changes in the progress of the Work and copies of the revised construction schedule shall be provided to the CITY.
- C. CITY may require the CONTRACTOR to add to his equipment or construction forces and increase the working hours if operations fall behind schedule at any time during the construction period.
- D. CONTRACTOR shall meet weekly with the CITY's representative to provide an updated work schedule for the following week's activities.

1.02 Progress Reports

- A. A progress report shall be furnished to CITY with each application for progress payment. If the Work falls behind schedule, the CONTRACTOR shall submit additional progress reports at such intervals as the CITY may request.
- B. Each progress report shall include a sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any Work reported complete but which is not readily apparent to the CITY must be substantiated with satisfactory evidence.
- C. Each progress report shall also include three prints of the accepted graphic schedule marked to indicate actual progress.

1.03 Schedule Of Values

- A. After review of the tentative schedule at the preconstruction conference, and before submission of the first application for payment, CONTRACTOR shall prepare and submit to CITY a schedule of values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to CITY before any application for payment is prepared.
- B. The sum of the items listed in the schedule of values shall equal the contract price. Such items as Bond premium, temporary construction facilities, may be listed separately in the schedule of values, provided the amounts can be substantiated. Overhead and profit shall not be listed as separate items.
- C. An unbalanced schedule of values providing for the overpayment of the CONTRACTOR on items of work that would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable to the CITY. Final acceptance by the CITY shall indicate only consent to the schedule of values as a basis for the

preparation of applications for progress payments and shall not constitute an agreement as to the value of each indicated item.

1.04 Schedule Of Payment

- A. At or before the pre-construction conference, the CONTRACTOR shall furnish to the CITY a schedule of estimated monthly payments. The schedule shall be revised and resubmitted each time an application for payment varies more than 10 percent from the estimated payment schedule.

1.05 Survey Data

- A. All field books, notes, and other data developed by the CONTRACTOR in performing surveys required as part of the Work shall be available to the CITY for examination throughout the construction period. All such data shall be submitted to the CITY with the other documentation required for final acceptance of the Work.

1.06 Shop Drawings And Engineering Data

- A. Engineering data covering all equipment and fabricated materials, which will become a permanent part of the Work under this contract, shall be submitted to the ENGINEER for review. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.
- B. All submittals, regardless of origin, shall be stamped with the approval of the CONTRACTOR and identified with the name and number of this contract, the CONTRACTOR's name, and references to applicable specification paragraphs and Contract Drawings. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified. All drawings and other descriptive data shall indicate the current revision, issue number, and date.
- C. CONTRACTOR's stamp of approval is a representation to CITY and CITY that CONTRACTOR accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with the requirements of the Work and the Contract Documents.
- D. All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in the CONTRACTOR's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by the CONTRACTOR (including modifications to other facilities that may result from the deviation).
- E. CONTRACTOR shall accept full responsibility for the completeness of each submission and, in the case of a resubmission, shall verify that all exceptions previously noted by CITY have been taken into account. In the event that more than one resubmission is required because of the failure of the CONTRACTOR to account for exceptions previously noted, the CONTRACTOR shall reimburse the CITY for the charges of the CITY for review of the additional resubmissions.
- F. Resubmittals shall be made within seven (7) days of the date of the letter returning the material to be modified or corrected unless, within seven (7) days, the CONTRACTOR

submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.

- G. Any need for more than one resubmission, or any other delay in obtaining CITY's review of submittals, will not entitle CONTRACTOR to extension of the Contract Time unless delay of the Work is directly caused by a change in the work authorized by a Change Order or by failure of CITY to return any submittal within 21 days after its receipt at the CITY's office.
- H. CONTRACTOR's letter of resubmittal shall list the date of his original submittal letter, the date of the CITY's letter returning the submittal, and the dates of submission and return of any previous resubmittals. In addition, the CONTRACTOR shall reimburse the CITY in the amount of \$200.00 for review of the second resubmittal and each of any subsequent resubmittals.
- I. CITY's review of drawings and data submitted by CONTRACTOR will cover only general conformity to the drawings and specifications, external connections, and dimensions that affect the layout. The CITY's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device or item shown. The CITY's review of submittals shall not relieve CONTRACTOR from responsibility for errors, omissions, or deviations, or responsibility for compliance with the Contract Documents.
- J. An electronic copy of each drawing and necessary data shall be submitted to the CITY. The CITY will not accept submittals from anyone but CONTRACTOR. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.), to indicate the sequence of the resubmittal.
- K. When the drawings and data are returned marked NOT ACCEPTABLE or RETURNED FOR CORRECTION, the corrections shall be made as noted thereon and as instructed by CITY and five corrected copies (or one corrected reproducible copy) resubmitted.
- L. When corrected copies are resubmitted, the CONTRACTOR shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by CITY on previous submissions.
- M. When the drawings and data are returned marked EXCEPTIONS NOTED, NO EXCEPTIONS NOTED, or RECORD COPY, no additional copies need be furnished. The CITY shall return an electronic copy for its records.

1.07 Layout Data

- A. The CONTRACTOR shall keep neat and legible notes of measurements and calculations made by him in connection with the layout of the Work. Copies of such data shall be furnished to the Resident Project Representative for use in checking CONTRACTOR's layout as provided under Lines and Grades. All such data considered of value to CITY will be transmitted to CITY with other records upon completion of the Work.

End of Section

Section 01385
Audio/Video Construction Records

Part 1 - General

1.1 Description

- A. GENERAL - Audio/Video recordings of all work areas in the Contract will be prepared by the CONTRACTOR. Any area omitted from complete coverage, or areas where the recording is not definitive as to pre-construction conditions, will not be cause for additional compensation by the CONTRACTOR for repairs to damage of private or public property.
- B. CONTRACTOR TO PREPARE AUDIO/VIDEO RECORDING - Prior to commencing work, the CONTRACTOR shall have a continuous color audio/video recording taken along the entire length of the Project including all affected project areas. Streets, easements, rights-of way, lots or construction sites within the Project must be recorded to serve as a record of a pre-construction conditions. Two (2) copies of recordings and video logs will be submitted to the CITY. The CITY shall designate those areas, if any, to be omitted from or added to the audio-visual coverage. All recordings and written records shall become property of the CITY.
- C. SCHEDULING OF AUDIO/VIDEO RECORDINGS - No construction shall begin prior to review and approval of the recordings covering the Project construction area(s) by the CITY. The CITY shall have the authority to reject all or any portion of a recording not conforming to specifications and order that it be redone at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within seven days after being notified. Recordings shall not be made more than 30 days prior to construction in any area.
- D. PROFESSIONAL VIDEOGRAPHERS - The CONTRACTOR shall engage the services of a professional videographer known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. The videographer through the CONTRACTOR shall furnish to the CITY a list of all equipment to be used for the audio-video recording, i.e., manufacturer's name, model number, specifications and other pertinent information.
- E. REFERENCES - Additional information to be furnished by the videographer is the names and addresses of two references that the videographer has performed color audio-video recording for projects of a similar nature within the last 12 months. CITY's approval of the selected videographer is required prior to taking first audio-video recording.
- F. EQUIPMENT - All equipment, accessories, materials and labor to perform this service shall be finished by the CONTRACTOR. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion and interruptions. In some instances, audio-video recording coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking. The recording shall be compatible for playback with any American TV Standard DVD player.

- G. RECORDED INFORMATION, AUDIO - Each recording shall begin with the current date and project name and be followed by the general location, i.e., viewing side and direction of progress. Accompanying the video recording of each recording shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator or aide, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversations.
- H. RECORDED INFORMATION, VIDEO - All video recordings must continuously display transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hour, minutes and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, contract number, direction of travel and the viewing side.
- I. LIGHTING - All taping shall be done during time of good visibility. No taping shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.
- J. SPEED OF TRAVEL - The average rate of travel during a particular segment of coverage shall be directly proportional to the number, size and value of the surface features within that construction areas zone of influence. The rate of speed in the general direction of travel of the vehicle used during taping shall not exceed 44 feet per minute.
- K. AREA OF COVERAGE - Tape coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, drainage system features, mailboxes, landscaping, culverts, fences, signs, CONTRACTOR staging areas, adjacent structures, etc. within the area covered by the project. Of particular concern shall be the existence of any faults, fractures, or defects. Coverage shall be limited to one side of the site, street, easement or right-of-way at any one time. Staging and storage areas shall also be included within the limits of coverage.
- Special attention shall be provided to the existing playground surface and equipment.
- L. COSTS OF VIDEO SERVICES - The contract items provided in the proposal sheet shall include the cost to complete the requirements under this section. There is no separate pay item for this work.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

End of Section

Section 01400 Temporary Facilities

Part 1 - General

1.01 Sanitary Facilities

- A. CONTRACTOR shall furnish temporary separate male and female sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.

1.02 Maintenance Of Traffic

- A. CONTRACTOR shall conduct his work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, CONTRACTOR shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to CITYs of private drives before interfering with them. Driveway access to commercial properties will be maintained at all times. Such maintenance of traffic will not be required when CONTRACTOR has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
- B. Traffic control shall be in accordance with FDOT Roadway and Traffic Design Standards for Traffic Control Through Work Zones. See Section 01500 for Traffic Control requirements.
- C. In making open cut street crossings, CONTRACTOR shall not block more than one-half of the street at a time. Whenever possible, CONTRACTOR shall widen the shoulder on the opposite side to facilitate traffic flow. Temporary surfacing shall be provided as necessary on shoulders.

1.03 Barricades And Lights

- A. All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.
- B. All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights. CONTRACTOR shall be responsible for public safety within the construction area.
- C. All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereof.

- D. Open trenches and other excavations shall not be left open over weekends and holidays, or greater than one calendar day, except during adverse weather conditions.

1.04 Protection Of Public And Private Property

- A. CONTRACTOR shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by his construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. CONTRACTOR shall provide assurances to maintain regular residential services such as postal delivery, solid waste pickup, etc. Mailboxes may be temporarily relocated with approval from the Postmaster and the resident. Mailboxes shall be restored to their original location in original or better condition, including replacement in kind as necessary.

1.05 Parking

- A. CONTRACTOR shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, CITY's operations, or construction activities.

1.06 Dust Control

- A. CONTRACTOR shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing.
- B. Buildings or operating facilities, which may be affected adversely by dust, shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.07 Sweeping

- A. The CONTRACTOR shall sweep loose material from the pavement at the end of each workday.

1.08 Pollution Control

- A. CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

End of Section

Testing Laboratory Services

Part 1 General

1.01 Description

Provide such other testing and inspecting as are specified to be furnished by the CONTRACTOR in this Section and/or elsewhere in the Contract Documents.

A. Related Work

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Part B of these Specifications.
2. Requirements for testing may be described in various Sections of these Specifications.
3. Where no testing requirements are described, but the CITY decides that testing is required, the CITY may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

1.02 Quality Assurance

- A. The testing laboratory will be qualified to the CITY's approval in accordance with ASTM E239.
- B. Testing, when required, will be in accordance with all pertinent codes and regulation and with selected standards of the American Society for Testing and Materials.

1.03 Product Handling

- A. Promptly process and distribute required copies of the test reports and related instructions to insure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

Part 2 Products

2.01 Payment For Testing

- A. Initial Services - The CONTRACTOR will pay for the testing services.
- B. Retesting - When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be borne by the CONTRACTOR.
- C. Additional Testing Requested by CITY - Payment for such testing will be made by CITY. However, the cost of retesting the additional tests requested by CITY that are found to be in non-compliance with the specifications shall be borne by the CONTRACTOR.

2.02 Code Compliance Testing

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the CONTRACTOR, unless otherwise provided in the Contract Documents.

2.03 CONTRACTOR's Convenience Testing

- A. Inspecting and testing performed exclusively for the CONTRACTOR's convenience shall be the sole responsibility of the CONTRACTOR.

Part 3 Execution

3.01 Cooperation With Testing Laboratory

- A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.02 Taking Specimens

- A. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3.03 Schedules For Testing

- A. Established Schedule:
 - 1. By advance discussion with the testing laboratory approved by the CITY, determine the time required for the laboratory to perform its tests and to issue each of its findings.
 - 2. Provide all required testing time within the construction schedule.
 - 3. CONTRACTOR shall be responsible for coordinating with and providing testing laboratory sufficient notice prior to testing. Charges due to untimely cancellation of any tests shall be the responsibility of the CONTRACTOR.
- B. Revising Schedule - When changes of construction schedule are necessary during construction, coordinate all such changes within the testing laboratory as required.
- C. Adhere to schedule - When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the CONTRACTOR and shall not be borne by the CITY.

3.04 Results

- A. The testing laboratory shall provide the CITY with two copies of the test results within 5 working days of this test.
- B. Test results shall be signed and sealed by a licensed Professional Engineer.

End of Section

**Section 01500
Traffic Control**

Part 1 General

1.01 Traffic Maintenance and Control

- A. Road Closing - No street, road or section thereof shall be closed to through traffic unless otherwise provided for on the Plans, Specifications, or authorized by the agency with jurisdiction over the roads. Prior to closing a street, road, or section thereof, the CONTRACTOR shall provide the CITY with a copy of a detour Plan approved by the agency having jurisdiction over the roads.
- B. In the event that roads or streets are to be closed, the CONTRACTOR shall notify the local fire department, police department, local road authority, ambulance and emergency services, the CITY, public transit authority and public school system daily as to what streets will be partly blocked or closed, the length of time the streets will be blocked or closed and when the streets will be reopened to traffic. The CONTRACTOR shall designate one responsible employee to carry out the requirements of this condition.
- C. Maintenance of Traffic - The CONTRACTOR shall provide access for local traffic to the property along the Project by means of temporary roads, drives, culverts, or other means approved by the CITY. The CONTRACTOR shall grade, add surfacing materials, and dust palliatives to such temporary roads and drives as necessary for the proper maintenance of traffic.
- D. Where the shoulder is used to maintain traffic, the shoulder shall be graded, surfaced, treated for dust, constructed, or reconstructed, as specified herein or as shown on the Plans. If the construction work is suspended due to weather conditions or for any other reason, sufficient labor, materials and equipment shall be ready for immediate use at all times for the proper maintenance of traffic. Surfacing materials and dust palliatives shall be applied at such times and locations and in such amounts as directed by the CITY.
- E. Where shoulders are low, high, soft or rough, adequate provisions shall be taken to inform and protect the traveling public by means such as construction warning signs, barricades, lighted devices, etc. Such shoulder hazards shall be eliminated as soon as practicable.
- F. The CONTRACTOR shall furnish, erect and maintain all signs, barricades, lights, traffic regulators, in accordance with the requirements of the current "Manual of Uniform Traffic Control Devices," (14.15.010, F.A.C.), and all flagmen and watchmen as are necessary to maintain and safeguard traffic along the entire Project. Failure to comply with these requirements may be cause to issue a stop Work order, which shall remain in effect until all necessary devices are in place and operational. The issuance of a stop Work order shall not be reason for granting additional compensation or an extension to the Contract time.
- G. Existing Signs - No stop sign, traffic control or warning device shall be taken down until the agency having jurisdiction over the roads has been notified and arrangements for its immediate reinstallation have been made. The CONTRACTOR shall provide temporary signs, traffic control devices, warning devices, or watchmen continuously from the time the item is removed until it is reinstalled. All signs that have been removed shall be replaced with signs meeting the requirements of the agency having jurisdiction over the roads.

1.02 Postal and Newspaper Deliveries

- A. Postal Service - Several or all residents of this Project area may receive their mail at roadside mailboxes. Since the postal service will not deliver mail to a resident without a mailbox or a mailbox that is not in its proper position, the CONTRACTOR shall relocate, replace and repair all mailboxes and posts in a condition and height acceptable to the post office within 24 hours of their removal. If required, the CONTRACTOR shall furnish new posts for the mailboxes if the existing posts are broken or rotted to the extent that they cannot be reused. Any mailbox damaged by the CONTRACTOR while carrying out his operations or by anyone else, while the box is down due to the CONTRACTOR's operation shall be replaced by the CONTRACTOR with a new mailbox meeting the postal officials' specifications and the resident's name and address neatly lettered with paint or other acceptable means to the satisfaction of the resident and postal authorities. The cost shall be incidental to the Project.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01720
Project Record Documents

Part 1 - General

1.01 Requirements Included

- A. CONTRACTOR shall maintain at the site for the CITY one record copy of:
1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. CITY's field orders or written instructions.
 6. Approved shop drawings, working drawings and samples.
 7. Field test records.
 8. Construction photographs.
 9. Detailed Progress Schedule.
- B. The CITY shall provide to the CONTRACTOR a CD with electronic files in AutoCAD format (Release 2018 or later) of each contract plan sheet, and associated reference files, for use by the CONTRACTOR in developing Record Drawings.

1.02 Maintenance Of Documents And Samples

- A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.
1. Provide files and racks for storage of documents.
 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the CITY.
- E. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated record documents for review by the CITY.

1.03 Marking Devices

- A. Provide permanent ink, felt tip marking pens for recording information in the color code designated by the CITY.

1.04 Recording

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings. Legibly mark to record actual construction, including but not limited to:
 - 1. Elevations of various structure elements in relation to grade.
 - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
 - 7. Equipment and piping relocations.
 - 8. Intersection details: At least three ties to every valve and fitting, blowoff, fire hydrant, manhole and air release valve.
 - 9. Services based on distance from main line pipe, and property lines.
 - 10. Backflow preventer assemblies locations, with ties to physical features.
 - 11. Potable & reclaimed water facilities shall be provided on a separate drawing layer.
 - 12. Locations of critical roots.
- D. Specifications and Addenda. Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by field order or by change order.

- E. Provide certified site survey with line elevations and stationing at 100 foot increments and at locations where the pipe deviated from the normal alignment by a registered land surveyor.

1.05 Submittal

- A. At Final Completion Date, deliver paper Record Documents to the CITY.
- B. Provide certified Record Drawings in electronic format (AutoCAD Release 2018 or later version) and TWO (2) signed and sealed hardcopies by a Florida Registered Land Surveyor. A PDF copy shall also be provided.
- C. Accompany submittal with transmittal letter containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. CONTRACTOR's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of CONTRACTOR or his authorized representative.

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

End Of Section

Section 02020 Earthwork

Part 1 General

1.01 General

The work under this section shall be subject to the requirements of all other applicable sections of these specifications and drawings.

1.02 Excavation

- A. Perform all excavation requirements of the approved plans and specifications. Undercutting will not be permitted, except when ordered by the City or the City's Representative. Material suitable for backfill shall be stockpiled near the site. Rock or other undesirable material such as organic material and clay shall be removed from the site to a designated dump site to be determined by the City. Excavation work shall conform to all applicable requirements of FDOT Section 120, Excavation and Embankment & Section 125, Excavations for Structures and Pipes, (latest edition) except as modified herein.
- B. Rock shall be excavated to a depth of 1/4 of the pipe diameter, but in no case less than four inches below the bottom of the pipe. All undercut trench excavation shall be backfilled and tamped with material approved by the City or the City's Representative.
- C. Unsuitable material shall be removed and replaced with suitable material as described in this Section. Methods and materials used for replacement shall be one of the following as approved by the City or the City's Representative:
 - 1. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the ordinary excavation and backfill.
 - 2. Gravel or crushed concrete shall be compacted in the trench.
 - 3. Existing materials stabilized after removal and then replaced and compacted in the trench.
- D. The City or the City's Representative shall approve the methods and materials to be used, based upon the condition of the excavation, the pipe or structure to be supported, and the availability and character of stabilizing materials.
- E. Keep pipe-laying operations as close to the excavation operation as possible during the execution of the work. The City or the City's Representative reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of pipe laying. Contractor will submit to the City for approval a safety plan for open trenches during periods of non-working hours. The plan will specify the maximum number of linear feet of open trench and will specify the method of safety protection, i.e., portable fences, trench cover, or any method that provides acceptable protection. Contractor will include in his bid adequate cost to cover this safety requirement.
- F. Pipe trenches shall be excavated to a depth that will ensure a minimum of 36 inches of cover, or more if specified, for all types of pipe unless construction plans specify differently. Trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top and at the bottom of the trench shall not be greater than two feet more

than the greatest exterior diameter of the pipe, or as shown on the Plans. If this maximum width is exceeded, it shall be the Contractor's responsibility to provide such additional bedding or select backfill materials as the City, the City's Representative, or the Florida Trench Safety Act may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipelines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspection. In no case will the bells be used to support the body of the pipe.

- G. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel, or other material approved by the City or the City's Representative shall be placed to secure a firm foundation of the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises.
- H. Where trench walls are to be kept vertical, it is required that sheeting and shoring shall be constructed to conform to Federal, State, local and OSHA materials and engineering requirements. Where wood sheeting or certain designs of steel sheeting are used, the sheeting shall be cut off at a level two (2) feet above the top of the installed pipe, and the portion below that level shall be left in place. If interlocking steel sheeting of a design approved by the City or the City's Representative is used it may be removed, providing removal can be accomplished without disturbing the pipe bedding or alignment of the pipe. Any damage to the pipe bedding, pipe, or alignment of the constructed utility caused by removal of sheeting shall be cause for rejection of the affected portion of the work. Not more than one hundred (100) feet of trench shall be opened ahead of pipe laying operations at one time unless a greater length of open trench is approved by the City or the City's Representative.

Costs for sheeting and/or shoring shall be included in the appropriate work task. Such costs shall be for proprietary and non-proprietary systems.

- I. In areas where trench widths are not limited by right-of-way and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures, other utilities, plan-defined allowable restoration limits and maintenance of traffic, the trench sides may be sloped to a stable angle of repose of the excavated material. A substantially and safely constructed movable shield, "box", or "mule" may be used in place of sheeting when the trench is opened immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.
- J. All trench work on projects is to be kept backfilled or made safe, using methods approved by the City or the City's Representative, at the end of each day's work. The contractor will be made responsible for maintaining all barricades, signs, lights and safety devices as required.
- K. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the plans, shall be considered as approximate only and the City or the City's Representative may order in writing such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12 inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete.

- L. After excavation for a structure is completed, the Contractor shall notify the City or the City's Representative to that effect. No concrete or reinforcing steel shall be placed until the City or the City's Representative has approved the depth of the excavation and the character of the foundation material.
- M. The Contractor shall provide all bracing, sheeting, or shoring necessary to construct and protect the excavation, existing utilities, structures of all types and as required for the safety of the employees. The City may direct the Contractor to furnish sheeting and shoring as recommended by the City in accordance with the Florida Trench Safety Act. Sheeting shall be removed or cut off by the Contractor during backfilling operations as approved by the City or the City's Representative.
- N. The Contractor shall be completely responsible for any tanks, manholes, wet wells, or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. Should there be any possibility of buoyancy of a structure, the Contractor shall take the necessary steps to prevent consequential damage, either by increasing the structure's weight by filling it with approved material, or other acceptable methods. All tanks and structures shall be installed and equipped in accordance with the manufacturer's specifications. It is the responsibility of the Contractor to see that all required testing is completed and approved and that damage to the structure due to floating or other causes is repaired or replaced.

1.03 Bedding Material

- A. The Contractor shall place bedding material prior to placing pipelines, structures, or slabs. Bedding material shall be either excavated approved native sand, concrete sand, gravel or reclaimed concrete. Please reference the plans for specific requirements.
- B. Off-site bedding material shall be sand or gravel. Sand bedding material shall be a clean concrete sand of uniform gradation between sieve sizes No. 4 and No. 50. All particles shall pass a 3/8-inch sieve and no particles shall pass a No. 100 sieve.
- C. Gravel bedding material shall be FDOT Size No 89 stone or approved equal.
- D. Reclaimed concrete bedding material shall be graded to meet the size requirements as specified for gravel bedding.
- E. Bedding material, where required, shall be placed in lifts and compacted in a manner to achieve the specified density as described elsewhere.

1.04 Drainage

- A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavating areas. Any water that accumulates in the excavations shall be removed promptly by well point system or by other means satisfactory to the City or the City's Representative, in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers and a minimum noise level suitable to a residential area. The Contractor will not be allowed to discharge water into the City storm drainage system without the written approval of the City. Approval will be subject to the condition that the storm sewer be returned to its original condition. The Contractor is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to

use same. The Contractor shall be financially responsible for any nuisance created due to carrying off water from his drainage system, and he shall restore to its original condition any drainage system used for this purpose.

- B. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, shell, or other material approved by the City or the City's Representative shall be used for backfill. Backfill material shall be solidly tamped around the pipes in six-inch (6") layers up to a level of at least two feet (2') above the top of the pipe. Backfilling shall be carried out simultaneously on both sides of the pipe.
- C. Embedment materials to be used for PVC gravity sewers as follows, in accordance with ASTM D-2321:
 - 1. Class I - Angular, six to 40 mm (1/2 inch to 1-3/4 inch) graded stone, including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone and crushed shells.
 - 2. When using Class I material, a depth of from 100 to 150 mm (four to six inches (4-6")) of Class I material is generally sufficient to provide uniform bedding. Class I material, when specified, shall be utilized for haunching to the spring line of the pipe, under dry conditions.
 - 3. Under wet conditions, Class I material shall be brought to the top of the pipe. Wet conditions are considered to be any area where the pipe will be installed below existing or future water levels or where the trench could be subject to inundation.
- D. The remainder of the backfill shall be deposited and compacted by mechanical tampers in a maximum of two-foot (2') lifts except in areas where paving is to be placed over the backfilled trench. In these areas, the entire depth of backfill shall be deposited in six-inch (6") layers and compacted by hand or mechanical tampers. Compaction shall be carried out to achieve a density of at least 98 percent of the maximum density as determined by AASHTO Method T-180. Density tests to be made as required by the City.
- E. In areas to be paved, density test for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 200 feet of trench cut, or as approved by the City. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement placement may be placed immediately.
- F. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, all forms shall be removed, and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand, or other debris. Backfill shall be placed in horizontal layers not in excess of six inches (6") in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers, with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

1.05 Restoration of Surface Improvements

Roadways and driveways of shell, limerock, crushed concrete, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. The pre-construction video will be used as an aid in determining conditions prior to construction.

Materials for roadways or driveways shall be compacted to a minimum of 98 percent of the maximum density as determined by AASHTO Methods T-180.

1.06 Fine Grading

Finished areas around structures shall be graded smooth and hand raked, and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks, and other undesirable materials shall be removed from the site.

1.07 Disposal of Materials

Such portions of the excavated materials as needed shall be used for backfilling and grading as required. Excavated material in excess of the quantity required for this purpose shall be disposed of by the Contractor (at no additional expense to the City) in those areas designated by the City. The Contractor shall leave the earth over the trenches or other excavations in a neat and uniform condition.

1.08 Pavement Placement

Pavement and pavement base placement shall be per the latest edition of FDOT Standard Specifications for Road and Bridge Construction.

1.09 Removal and Disposal

All materials to be removed shall be removed and disposed of in accordance with all applicable regulations.

1.10 Grading

The Contractor shall re-grade, fill, re-sod, and shape, as required, and/or in the locations as approved by the City or the City's Representative, to provide positive pitch to driveways, inlets, and sidewalks as required for drainage and erosion control.

1.11 Use and Maintenance of Public Streets

- A. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed immediately by the Contractor and the streets cleaned to the satisfaction of the City or the City's Representative.
- B. The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures for streets open to the public shall be in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation. Appropriate work-zone traffic control devices shall be used for construction activities within City rights-of-way. All traffic

control devices shall be designed, placed, operated and maintained according to MUTCD Standards. When work ceases or is interrupted during non-working hours, such as at night or on weekends or holidays, inappropriate signs shall be removed or covered.

- C. Traffic shall be maintained at all times where practical and as more particularly specified hereinafter. No traffic shall be detoured without prior knowledge and approval of the respective traffic control agency having jurisdiction. The Contractor shall obtain written approval from such agencies at least 48 hours in advance of such time he proposes to detour traffic. The Contractor shall keep all law enforcement, fire protection, ambulance agencies, and affected businesses informed, in advance, of his construction schedules, and shall notify all such agencies, 48 hours in advance, in the event of detour of any roadway.

1.12 Dewatering

All pipeline and appurtenances shall be laid entirely in the dry. All foundations and structure walls shall be constructed in the dry. Water discharged from dewatering equipment shall be carried into surface drainage facilities and shall not be discharged into sanitary sewer lines. The Contractor shall prevent water from puddling in streets or on private properties. The depositing of dirt in storm sewers and ditches and staining of existing facilities shall not be permitted. The City reserves the right to require the Contractor to replace noisy equipment in order to keep disturbance to a minimum.

1.13 Backfill Compaction

All backfill shall be compacted as specified herein and shall meet the following minimum compaction requirements as determined by the AASHTO T-180 method for backfill. AASHTO T-180, Method C or D will be used for stabilized subgrade and base compaction test. Method A or B will be used for backfill testing, as modified by the City.

	<u>T-180</u>
Stabilized Subgrade	98%
Base	98%
Curb Base	98%
Sidewalk Base	98%
Driveway Base	98%
Pipe Bedding	98%
Pipe Backfill - Under Pavement	98%
Pipe Backfill - Under Grass	95%
Structure Base Slabs	100%
Structure Backfill	98%

NOTE: Stabilized subgrade and materials for roadways shall meet LBR40 requirements. Base material shall meet LBR100 requirements.

1.14 Adjacent Facilities

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

1.15 Tree Protection

Particular care shall be taken by the Contractor to protect trees during construction by erecting approved barricades to prevent unnecessary damage to trunk and roots. Such barriers shall protect the area within the dripline. Temporary soil deposits, concrete block, concrete wash, or solvents shall not be placed within the tree dripline. If adjacent grade is altered, protective measures, such as those described in the Florida State Division of Forestry Tree Protection Manual for Builders and Developers, shall be constructed to protect the tree(s) from deleterious effects of the grade change.

1.16 Gravel Ground Cover

In areas where gravel is to be used as ground cover, the Contractor shall utilize FDOT No. 57 Stone. Where existing gravel ground cover is present, the new material shall have a gradation identical to the existing material.

1.17 Roadway Reconstruction

- A. Preparing Roadway Subgrade - All muck, peat and other unsuitable material within the roadway shall be removed and shall be disposed of at the CONTRACTOR'S expense.

All road surfacing, gravel, crushed stone, or other, non-rigid type, occurring within the area of the roadbed and underlying proposed embankment less than 1-foot in depth, and which is not to be salvaged and incorporated in the new Work, shall be plowed or scarified full depth, spread and compacted to form a uniform foundation, before any new embankment is placed thereon.

Old pavement and other rigid structures, occurring within the area of the roadbed and underlying the proposed embankment less than 1-foot in depth and which are not to be incorporated into the new Work, shall be broken up and removed.

- B. Subgrade - The area to be paved shall be excavated and graded to the line, grade and cross section as indicated on the Plans.

When called for on the Plans or in the Specifications the designated portions of the roadbed shall be stabilized to provide a firm and unyielding subgrade, having the required bearing value specified on the plans. This work shall be accomplished in accordance with FDOT Section 160.

The subgrade shall be compacted to 98% of the maximum unit weight (per AASHTO T-180).

The subgrade shall be completed ahead of placing forms a distance equal to the distance of one (1) day's average paving operation. Prior to the paving operation, the subgrade shall be shaped and compacted to the Plan cross section by approved mechanical means.

- C. Trimming and Finishing Earth Grade - After the earth grade has been constructed to the required grade, all stones and rocks more than three (3) inches in diameter, appearing on the surface of the subgrade shall be removed.

The earth grade and the subgrade shall be trimmed to the grade called for on the Plans. The subgrade shall be trimmed to the established grade within $\pm \frac{3}{4}$ -inch.

The earth grade outside the subgrade shall be trimmed, all irregularities made smooth and the entire site or roadway completed to the required lines, grades, and cross-sections.

Back slopes and fill slopes shall be finished as specified or required.

- D. Testing - During the course of the Work, the CITY may require testing of backfill and subgrade for compaction and moisture, sieve analysis, thickness, and bearing value. Samples shall be taken and tested by a testing laboratory approved by the CITY.

Moisture density (proctor) and sieve analysis shall be determined by AASHTO T-180 for each uniform material.

Bearing values for subgrade material shall be determined per FDOT at road centerline each 400 lf in a staggered pattern and at all changes in soil classifications. Bearing values shall also be determined at curb lines each 400 lf, each side of road. Minimum bearing value shall be as specified per Plans. Thickness of base shall be determined each 300 lf of roadway in a staggered pattern. Minimum thickness shall be per Plans.

Field densities for subgrade shall be tested per AASHTO T-180 each 300 lf of roadway in a staggered pattern and one test each 300 lf at each curb line. Minimum acceptable density shall be 98%.

The testing laboratory shall furnish the CITY with two (2) certified copies of the results of all tests, within five (5) working days from the date of the test. Testing procedures shall conform to current FDOT Standards for Construction. The cost for testing and sampling shall be at the expense of the CONTRACTOR.

END OF SECTION

Section 02040 Concrete

Part 1 General

1.01 Scope

The work covered in this section of the specifications includes all reinforced and plain concrete, prestressed concrete and reinforcing steel. All concrete and reinforced concrete shall be furnished, installed, and tested per latest FDOT Standard Specifications.

All concrete mix designs shall be in accordance with the FDOT's latest specifications.

1.02 Portland Cement Concrete

- A. Portland cement concrete shall conform to all the applicable requirements of the latest FDOT Standard Specifications.
- B. Class IV concrete shall be used for all concrete in contact with, or over, salt or brackish water.
- C. Concrete used for structures in contact with sewage shall be mixed from Type II Portland Cement containing the lowest calcium thiosulfate available as specified in AASHTO M 85.
- D. Concrete shall meet the following minimum 28-day compressive strength:
 - 1. Plain Concrete for Thrust Blocks,
Pipe Encasement, M.H. Bench, etc. 2,500 psi
 - 2. Concrete Driveways/Curb Per FDOT Requirements
 - 3. Slabs and Structures 4,000 psi
 - 4. Precast Structures / Pump Pedestals 5,000 psi
 - 5. Prestressed Structures 5,000 psi
 - 6. Headwalls 4,000 psi
- E. Minimum testing requirements for concrete shall be one set of test cylinders per day, or one set of test cylinders per mix design, or one set of test cylinders for every fifty (50) cubic yards of concrete per day, whichever is greater.

1.03 Reinforcing Steel

- A. Reinforcing steel shall conform to ASTM A615, Grade 60 (60,000 psi) deformed bars and to the applicable requirements of FDOT Sections No. 415 and No. 931.
- B. All welded deformed wire fabric shall conform to ASTM A496 and A497-79.

1.04 Placing of Concrete

Unless specific permission is granted by the City Engineer or his representative prior to each occurrence, no concrete shall be delivered to the job site before 8:00 a.m. or after 3:00 p.m.

1.05 Curing of Concrete

Curing of Portland cement concrete shall conform to all applicable requirements of FDOT Specification Section No. 520-8.

1.06 Restoration of Concrete Driveways, Sidewalks and Curbs

Concrete driveways, sidewalks, and curbs shall be restored in accordance with the applicable requirements of the FDOT Standard Specifications and as shown on the Plans.

END OF SECTION

Section 02090
Landscaping and Sodding

Part 1 General

1.01 Scope

This section describes materials and installation requirements for sodding within the project limits.

All fertilizers and herbicides shall be in compliance with the application of Pinellas County ordinances.

1.02 Delivery, Storage, and Handling

- A. **Sod delivery shall be scheduled such that sod will be placed within 24 hours after shipping.** Protect sod against drying and breaking of rolled strips.
- B. Shrubs and Ground Covers shall be furnished as container-grown shrubs. Shrubs that have been in cold storage or heeled-in or which have been pruned before delivery shall not be used. The CONTRACTOR shall not bend or bind-tie shrubs in such a manner as to damage bark, break branches or destroy natural shape. Protective covering during delivery shall be provided during delivery.

1.03 Warranties

- A. **Warranties shall be in addition to, and not a limitation of, other rights the owners may have against the contractor under the contract documents.**
- B. Sod and landscaping shall be warranted against defects, including death and unsatisfactory growth, for a period of one year after the date of substantial completion for the entire project. If the completion of landscaping work is delayed beyond the date of substantial completion, the warranty shall commence on the date of acceptance.
- C. The CONTRACTOR shall provide replacement sod of the same type for any sod to be removed and replaced unless specified otherwise.
- D. The staff of the City or the City's Representative shall have the authority to accept or reject sod incorporated into the project and to ascertain whether the sod has met the requirements for survivability.

Part 2 Products

2.01 Trees and Shrubs (If Applicable)

- A. All trees shall be replaced, in kind, with trees of equivalent diameter, per City requirements. The Contractor shall submit a planting plan for approval prior to purchasing any plant stock.
- B. The CONTRACTOR shall provide Florida #1 grade, healthy, nursery-grown stock free of disease; insects; eggs, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- C. Trees shall be Balled and Burlapped (B&B) or Container Grown (CG). Container-grown stock is required in lieu of balled and burlapped stock, subject to size limitations.
- D. Substitutions will be permitted only upon submission of proof that a specified plant is not obtainable and with written authorization by the City for the use of the nearest equivalent obtainable size or variety of plant having the same essential characteristics. The unit bid price will be adjusted to reflect the impact of the substitution.

2.02 Miscellaneous Landscape Materials

- A. Sod: Provide strongly rooted sod, not less than 2 years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18 inches wide x 4 feet long.
- B. Stakes and Guys: (If Applicable) Provide stakes and deadmen of sound new hardwood, or treated softwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 gauge Provide new 2-ply garden hose not less than ½-inch hose size, cut to required lengths to protect tree trunks from damage by wires.
 - 1. Flag all guys.

2.03 Planting Soil Backfill (If Applicable)

- A. Topsoil and amendments shall be mixed thoroughly to provide a uniform mixture, using a drum-type mechanical mixer, powered rotary tiller, or other means acceptable to the City. Provide in all planting pits for trees, shrubs and ground cover.
- B. Planting Soil Backfill Mixture for trees, shrubs and ground covers shall conform to the following:
 - 1. Mix 50% topsoil with 50% soil amendments comprised of 1/3 parts pine bark, with 1/3 parts peat humus and 1/3 sand. Add two pounds of fertilizer per cubic yard.
 - 2. Soil amendments shall be added as recommended by the soil test in quantities necessary to bring the soil mixture to pH rating of between 5.5 and 6.0.
 - 3. Iron sulphate or ground limestone shall be added to the mixture as required by the soil analysis in quantities necessary to bring the soil to pH rating of between 5.5 and 6.0. Minerals used for pH correction shall be commercially produced for this purpose.
 - 4. Water retaining polymer additives shall be added at specified application rates.
 - 5. For general site landscape areas and sodded areas, planting soil shall be mixed prior to planting.
 - a.) Mix lime with dry soil prior to mixing of fertilizer.

Part 3 Execution

3.01 Preparation (If Applicable)

- A. Tree locations and areas for multiple plantings shall be staked by the CONTRACTOR and approved by the City before starting planting work. Minor adjustments shall be made where directed.
- B. The CONTRACTOR shall mix specified soil amendments and fertilizers with topsoil at rates specified. Mixing of fertilizer shall be delayed if planting will not follow placing of planting soil within a few days. For pit and trench type backfill, planting soil shall be mixed prior to backfilling and stockpiled at the site.
- C. Pits, beds, and trenches shall be excavated to provide vertical sides, with bottom of excavation slightly raised at the center to provide proper drainage. Hard subsoil at bottom of excavation shall be loosened.
- D. Excavations for balled and burlapped (B&B) trees shall be at least 150 percent of the ball diameter and equal to the ball depth, plus a 3-inch-thick layer of compacted planting soil backfill, with collar set at same grade as in nursery, but 1 inch below finished grade at site.
- E. Excavations for container-grown plants shall be the same as specified for balled and burlapped stock, but using container width (diameter) and depth in place of ball diameter and depth.
- F. Subsoil removed from planting excavations shall not be mixed with planting soil or used as backfill.
- G. The CONTRACTOR shall fine grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Fine finish grading with minor filling to correct grade irregularities of 1 inch or less which occur randomly or infrequently in the rough finished grade shall be accomplished by the CONTRACTOR as a routine part and practice of the Landscape work. All landscaped areas shall be carefully graded and raked to a smooth even finished grade, free from hollows or their inequalities and from sticks or other debris, to conform to the required finish grades and to provide uniform and satisfactory surface drainage without puddling. Fine grading shall be limited to areas that can be planted immediately after grading. Allow for sod thickness in areas to be sodded.
- H. Prepared lawn areas shall be moistened before planting if soil is dry. The CONTRACTOR shall water thoroughly and allow surface moisture to dry, without creating muddy soil, before planting lawns.
- I. Lawn areas shall be restored to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.
- J. Excavations for trees shall be filled with water and the water allowed to percolate out before planting. If excavation does not percolate within 2 hours, the CONTRACTOR shall inform the City or the City's Representative and obtain his instruction before planting.

3.02 Planting Trees, Shrubs and Ground Covers (If Applicable)

- A. A layer of planting soil, the thickness indicated, shall be placed and compacted in the bottom of the excavation.
- B. Balled stock shall be placed in the excavation with the top of the ball to match adjacent finished grade. Soil shall be added as required under the ball to achieve plumb.
- C. Backfill shall be placed in 2- to 3-inch thick layers. Each layer shall be worked by hand to complete backfill and eliminate voids. Trees shall be kept plumb during backfilling. When excavation is approximately 2/3 fill, backfill shall be filled with water. Watering shall be repeated until no more water can be absorbed. Remainder of backfill shall be placed and compacted and watered again.
- D. Container-Grown plants shall be placed and backfilled as specified for Balled and Burlapped stock, and the bottom of the container removed immediately before placing. Two sides from the bottom of the can shall be cut within 1 inch of the top, using an approved can cutter. Initial backfill shall be placed and sides of container removed, taking care to avoid damage to root system, while keeping plants plumb.
- E. The top of the backfill shall be dished to allow for mulching and an earthen berm constructed around the rim of the original excavation, of sufficient height and width to hold six inches of water. The berm shall be repaired as required to maintain holding capacity.

3.03 Staking and Guying Trees (If Applicable)

Trees shall be guyed and staked immediately after planting in accordance with the drawings and schedules.

3.04 Sodding

- A. Sod shall be laid within 24 hours from the time of stripping. Dormant sod shall not be laid.
- B. Sod shall be laid to form a solid mass with tightly fitted joints. Ends and sides of sod strips shall abut without overlap. Strips shall be staggered to offset joints in adjacent courses. Work shall be performed from boards to avoid damage to subgrade sod. Sod shall be tamped or rolled lightly to ensure contact with subgrade. Sifted soil shall be worked into minor cracks between pieces of sod with excess removed to avoid smothering of adjacent grass.
- C. Sod on slopes shall be pegged as required to prevent slippage. Use 1" x 1" x 6" wooden pegs with one end sharpened.
- D. Sod shall be watered thoroughly with a fine spray immediately after planting.

3.05 Maintenance

- A. Maintenance shall begin immediately after planting. Trees, shrubs and sod shall be maintained for 60 days after substantial completion of project.

- B. Maintain trees, shrubs and sod by mowing pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damage wrappings. Spray as required to keep trees and shrubs free of insects and disease.

3.06 Cleanup and Protection

- A. During landscape work, materials and equipment shall be stored where directed. Pavements shall be kept clean and work areas kept in an orderly condition.
- B. Landscape work and materials shall be protected from damage due to construction operations, operations by other contractors, and trespassers. Protection shall be maintained during installation and the construction period.

3.07 IRRIGATION SYSTEM REPLACEMENT

All components of in-ground irrigation systems damaged during construction shall be replaced in kind. Replacement items shall be approved by the City prior to installation.

3.08 INSPECTION AND ACCEPTANCE

- A. The landscape work may be inspected for acceptance in parts agreeable to the City, provided the work offered for inspection is complete, including maintenance, and the area comprises one complete unit or area of substantial size.
- B. Where inspected landscape work does not comply with the requirements, rejected work shall be replaced and specified maintenance continued until re-inspected by the City or the City's Representative and found to be acceptable. Rejected plants and materials shall be promptly removed from the project site.

END OF SECTION

**Section 02110
Site Clearing and Grubbing**

Part 1 - General

1.1 Description

A. General:

1. Furnish all labor, materials, tools, equipment, and services for all site clearing, tree protection, removal of ground cover, stripping topsoil and demolition as indicated, in accord with provisions of Contract Documents.
2. Completely coordinate with work of all other trades.
3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

- B. The work specified under this section shall include the removal and disposal of all trees indicated to be removed on the plans, the removal and disposal of all brush, stumps, roots, rubbish and debris, and all obstructions resting on or protruding through the surface of existing ground and the surface of excavated areas. The work also includes the removal and disposal of all existing facilities indicated on the Plans to be removed.

1.2 Quality Assurance

- A. Perform work in accordance with OSHA and EPA requirements and State and Local requirements.
- B. Erosion Control Standards: Section 104 of the FDOT "Standard Specifications for Road and Bridge Construction"

PART 2 - Products

NOT USED

PART 3 - Execution

3.1 Protection

- A. Provide barricades, coverings, and other protection necessary to prevent damage to existing improvements.
1. Protect improvements on adjoining properties as well as those on the CITY's property.
 2. Restore any improvements damaged by this work to original condition, as acceptable to the CITY or other parties or authorities having jurisdiction.
- B. Protect existing trees and other vegetation to remain against damage.
1. Do not smother trees by stockpiling construction materials or excavated materials within drip line.

2. Avoid foot or vehicular traffic or parking of vehicles within drip line.
 3. Provide temporary protection as required.
- C. Repair or replace trees and vegetation damaged by construction operations.
1. Repair to be performed by a qualified tree surgeon.
 2. Remove trees which cannot be repaired and restore to full-growth status.
 3. Replace with new trees of minimum 4-inch caliper.

3.2 Improvements on Adjoining Property

- A. Contact Owner before performing any removal, storage or alteration work on adjoining property.

3.3 Site Clearing - General

- A. Remove trees, shrubs, ground cover, and other vegetation, improvements, or obstructions that interfere with new construction.
1. Removal includes stumps of trees and their roots.
 2. Carefully cut and protect roots and branches of trees indicated to be left standing, where they obstruct new construction. Large roots shall be cleaned before cutting, and cut with a saw or axe.
- B. Remove other items when specifically indicated.

3.4 Topsoil Removal

- A. Strip topsoil to whatever depths encountered, in manner to prevent intermingling with underlying subsoil or objectionable material.
1. Remove heavy growths of grass before stripping.
 2. Where trees are indicated to be left standing, stop topsoil stripping sufficient distance from such trees to prevent damage to main root system.
- B. Stockpile topsoil where directed.
1. Construct storage piles to freely drain surface water.
 2. Seed or cover storage piles to prevent erosion.
- C. Do not strip topsoil in wooded areas where no change in grade occurs.
- D. Borrow topsoil to be reasonably free of subsoil, objects over 2 inches in diameter, weeds and roots.

3.5 Clearing and Grubbing

- A. Clear from surface of existing ground all trees not marked to remain, shrubs, brush, downed timber, rotten wood, heavy growth of grass and weeds, vines, rubbish, structures and debris.
- B. Grub (remove) all stumps, roots, root mats, logs and debris encountered within limits of construction.
 - 1. Grubbing under areas to be paved: Remove all stumps and root mats, buried logs and other debris from within areas.
 - 2. Grubbing in lawn areas: In cut areas, totally grub. In fill areas, where fill is less than 3 feet totally grub ground. Where fill is 3 feet or more in depth, stumps may be left no higher than 6 inches above existing ground surface.

3.6 Disposal of Waste Materials

- A. Do not burn combustible materials on site.
- B. Remove all waste materials from site.
- C. Do not bury organic matter on site.

End of Section

Section 02230 Base Course

Part 1 General

1.01 Description

- A. Scope - This Section includes base courses constructed by the following method:
1. Crushed Concrete Road Base - The work specified in this Section consists of the construction of a base course composed of crushed concrete. It shall be constructed on the prepared subgrade, in accordance with these specifications and in conformity with the lines, grades, notes and typical cross section shown in the plans.
 2. Asphaltic Base Course - Asphaltic Base Courses included in the Work of this Contract shall be furnished and installed in accordance with the FDOT Standard Specifications for Road and Bridge Structures, latest edition, and all Supplemental Specifications. Except where the Contract Documents include more stringent requirements or noted deviations, the applicable specification sections by reference shall have the same force and effect as if bound directly.
 1. Section 280 (1991 Edition) - Asphalt Base Course
 2. Section 300 - Prime Tack Coats for Base Courses

1.02 Quality Assurance

- A. Reference Standards - Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:

ASTM - American Society of Testing and Materials
AASHTO - American Association of State Highways and Transportation Officials
FDOT - Florida Department of Transportation

- B. Allowable Tolerances

1. Base Courses - The finished surface shall be shaped to conform to within a tolerance of ½-inch in ten (10) feet to the cross section and grades called for on the Plans.

1.03 Submittals

- A. Test Reports

1. Thickness - The testing lab shall provide the CITY with two (2) copies of the test results. The sampling and testing shall be performed by a testing laboratory approved by the CITY. Test results shall be signed and sealed by a Professional Engineer, and submitted to the CITY within five (5) working days from the date of the test.

1.04 Product Delivery, Storage, and Handling

The base course material shall be transported to the point where it is to be used, over material previously placed if practicable, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the CITY'S opinion, these operations will not be detrimental to the base.

1.05 Job Conditions

A. Environmental Requirements

1. Temperature - Comply with the requirements for aggregate base course installations due to outside ambient air temperatures specified under Article 3.03 of this Section.

Part 2 Products

2.01 Materials

- A. Crushed Concrete Road Base - The crushed concrete material shall consist of only crushed concrete. Any added materials to facilitate construction and achieve desired characteristics of the finished in-place product must be submitted for approval by the CITY. The road base material shall conform with the gradation requirements for graded aggregate base specified in FDOT Section 911. The minimum LBR value shall be 150.

Part 3 Execution

3.01 CONTRACTOR'S Verification

- A. Excavation - Prior to the placing of any base material, examine the excavation for the grades, lines, and levels required to receive the new work. Ascertain that all excavation and compacted subgrade are adequate to receive the new work. Correct all defects and deficiencies before proceeding with the Work.
- B. Subgrade Conditions - Prior to the placing of any base material, examine the subgrade to ascertain that it is adequate to receive the base to be placed. If the subgrade remains wet after all surface water has been removed, the CITY may require the installation of edge drain.
- C. Existing Improvements - Investigate and verify locations of existing improvements, including structures, to which the new will be in contact.

Necessary adjustments in line and grade, to align the new work with the existing improvements must be approved by the CITY, prior to any changes.

3.02 Preparation

- A. Subgrade - The subgrade shall be fine graded to the cross section indicated on the Plans, and shall be thoroughly compacted prior to the placing of the base material.

3.03 Installation

- A. General - The width, thickness and type of base materials shall be indicated on the Plans or as directed by the CITY.

No base material shall be placed until the CITY has approved the subgrade.

- B. Road Base - The base course shall be placed by a mechanical spreader or other approved means, in uniform layers to such a depth that when compacted, the base course will have the thickness shown on the Plans.

The depth of any one (1) layer, when compacted, shall not be more than six (6) inches. If the required compaction cannot be obtained for the full depth of the base course spread, the thickness of each course shall be reduced or at the approval of the CITY, adequate equipment shall be used to compact the aggregate to the required unit weight.

The subgrade shall be shaped to the specified crown and grade and maintained in a smooth condition. If hauling equipment causes ruts or holes in the subgrade, the hauling equipment will not be permitted on the subgrade, but shall be operated on the base course behind the spreader.

The base course shall be compacted to at least 98% of maximum unit weight as determined by AASHTO T-180, by the use of approved pneumatic-tired compaction equipment or vibratory compactors.

The optimum moisture content shall be maintained until the prescribed unit weight is obtained and each layer shall be compacted until the maximum unit weight is attained before placing the succeeding layer.

When approved by the CITY, additional water may be applied by an approved means, to the base course to aid in the compaction and shaping of the material.

Motor graders or other approved equipment shall be used to shape the base course and maintain it until the surface course is placed.

When hauling material over the base course or subgrade, the CONTRACTOR shall limit the weight and speed of his equipment to avoid damage to the subgrade or base course. If the subgrade or base course becomes rutted due to the CONTRACTOR's operation, the subgrade or base course shall be removed and replaced, acceptable to the CITY, at the CONTRACTOR's expense.

- C. Maintenance During Construction - The base course shall be continuously maintained in a smooth and firm condition during all phases of the construction operation.

The CONTRACTOR, at his expense, shall provide additional materials to fill depressions or bind the aggregate, when directed by the CITY.

- D. Cleanup - Immediately following the compacting of the base course, the voids on both sides of the base course shall be backfilled with sound earth of topsoil quality.

The backfill shall be compacted, leveled and left in a neat, workmanlike condition.

At a seasonally correct time approved by the CITY, the disturbed area shall be raked, have topsoil placed thereon, fertilizer and sodded in accordance with Section 02940, Sodding.

3.04 Field Quality Control

- A. Testing - During the course of the work, the CITY may require testing for compaction or density and for thickness of material. The testing and coring required shall be performed by a testing laboratory approved by the CITY. The cost for testing shall be at the expense of the CONTRACTOR.

1. Thickness - A minimum of one depth (thickness) measurement will be made every 400 linear feet per traffic lane. The lane width shall be as indicated on the Plans or as determined by the CITY. If two (2) lanes are constructed simultaneously, only one (1) test is necessary to represent both lanes. For areas such as intersections, entrances, cross-overs, ramps, widening strips, acceleration and deceleration lanes, at least one depth measurement will be taken for each 1,200 square yards of such areas or fraction thereof. The location of the depth measurement will be at the discretion of the CITY.
2. Compaction - Testing procedures shall conform to AASHTO T-180 and to current FDOT Specifications. Field density tests (AASHTO T-180) shall be performed each 300 lf per lift at staggered locations. Minimum acceptable density shall be 98%.
3. Bearing Value - Bearing values for base material shall be determined per FDOT at road centerline each 400 lf in a staggered pattern and at all changes in soil classifications. Bearing values shall also be determined at curb lines each 400 lf, each side of road. Minimum bearing value shall be as specified per Plans.

B. Defective Work

1. Thickness - Measurements of base course thickness will be made to the nearest 1/4-inch. Depths may be 1/2-inch less than the thickness indicated on the Plans provided that the average of all measurements taken at regular intervals shall be equal to or greater than the specified thickness. In determining the average in place thickness, measurements which are more than 1/2-inch in excess of the thickness indicated on the Plans will be considered as the specified thickness plus 1/2-inch.

Locations of the depth measurements will be as specified herein unless otherwise directed by the CITY. Sections found to be deficient in depth shall be corrected by the CONTRACTOR using methods approved by the CITY.

Field compaction tests shall be retested upon re-compaction by the CONTRACTOR. Retesting and re-compaction shall be at the CONTRACTOR'S expense.

End of Section

Section 02510 Paving

Part 1 General

1.01 Description

A. Scope

This Section includes bituminous paving complete with bituminous materials; bituminous mixtures and pavement markings.

This Section is only applicable for asphalt trail construction.

B. Standard Specifications for Bituminous Paving - All bituminous paving included in the Work of this Contract shall be furnished and installed in accordance with the "Pinellas County Department of Public Works Bituminous Concrete Specifications" dated April, 2013 except as modified below:

1. Section 1 – Materials is not applicable. Asphalt mix shall be governed by Florida Department of Transportation's Standard Specifications for Road and Bridge Construction; Section 334 – Superpave Asphalt Concrete.
2. All testing and re-testing shall be performed at the Contractor's cost.
3. It is recommended that the Contractor confirm the cross slope of the roadway prior to paving.
4. The City has the right to require that a tack coat be placed in accordance with this document.
5. The Contractor shall ensure that prime/tack coats don't enter the City's stormwater collection system. Erosion control measures shall remain in place after prime/tack coat application.
6. Spreader speed shall be determined by the Contractor.
7. The City's representative shall be the responsible authority for rendering opinions on acceptability of mix segregation.
8. If the City's representative is not present during paving operations, the Contractor shall document the installed thickness of the asphalt using photography.

End of Section

Section 02523
Concrete Sidewalks, Driveways, Curbs and Gutters

Part 1 General

1.01 Description

- A. Scope - This section includes sidewalks, sidewalk ramps, driveways, and drive approaches, curbs & gutters complete with concrete materials, concrete curing compounds, joint materials, field quality control and appurtenances.

1.02 Quality Assurance

- A. Reference Standards - Unless otherwise specified, the work for this Section shall conform to the applicable portions of the following Standard Specifications:

ASTM - American Society of Testing and Materials

AASHTO - American Association of State Highway and Transportation Officials

FDOT - Florida Department of Transportation - Standard Specifications for Road and Bridge Construction.

FAC - Florida Accessibility Code

ADAAG - Americans with Disabilities Act Accessibility Guidelines

UFAS - Uniform Federal Accessibility Standards

1.03 Submittals

- A. Reports - Written permission for the use of all local disposal sites shall be obtained and copies shall be furnished to the CITY.

At the request of the CITY, the CONTRACTOR shall provide the CITY with certification that the various materials to be used conform to the ASTM Standards referred in the Specification.

B. Test Reports

1. Thickness and Compressive Strength - The CITY shall be provided with two (2) certified copies of the test results required under Section 3.04. The test shall be performed by a laboratory approved by the CITY.

1.04 Job Conditions

A. Environmental Requirements

1. Temperature - Comply with the requirements for concrete installation due to outside ambient air temperatures as specified under Article 3.03.H. of this Section.

B. Protection

1. Protection Against Rain - Comply with the requirements for protecting new Work against damage from rain, as specified under Article 3.03.H. of this Section.

Part 2 Products

2.01 Materials

- A. Concrete - Concrete shall be in accordance with Section 02040 of these specifications.
- B. Ready-Mixed Concrete - Ready-mixed concrete shall conform to ASTM C94, Alternate 2.
- C. Water - Water to be used for mixing and curing concrete shall be reasonably clean and free from oil, salt, acid, alkali, chlorides, sugar, vegetable, or other substances injurious to the finished product. Waters from sources approved by the local Health Department as potable may be used without test. Water requiring testing shall be tested in accordance with the current Method of Test for Quality of Water to be Used in Concrete, AASHTO T26.
- D. Concrete Curing Compounds - White membrane curing compound for curing concrete shall conform to AASHTO M148, Type 1 clear, or Type 2 white per FDOT Section 925.
- E. Premolded Joint Filler - Joint filler shall conform to ASTM D1751. Filler shall be of the thickness, as specified herein, or on the Plans. or as directed by the CITY.
- F. Steel Hook Bolts - Hook bolts shall conform the ASTM A706, or for Grade 60 of ASTM A615, A616, or A617. Hook bolts shall be 5/8-inch diameter, self tapping.
- G. Joint Sealant - Hot-poured type joint sealant shall conform to ASTM D1190.

Part 3 Execution

3.01 CONTRACTOR'S Verification

- A. Excavation and Forming - Prior to the installation of any concrete, examine the excavation and forms for the proper grades, lines, and levels required to receive the new Work. The CONTRACTOR shall verify that all excavation and compacted subgrade are adequate to receive the concrete to be installed.

Correct all defects and deficiencies before proceeding with the Work.

- B. Existing Improvements – The CONTRACTOR shall investigate and verify location of existing improvements to which the new Work is to be connected.

The CONTRACTOR shall make necessary adjustments in line and grade to align the new Work with the existing improvements. The CITY must approve this work CITY prior to construction.

3.02 Preparation

- A. Forms - The forms shall be of wood or metal, straight and free from warp, clean, and sufficient strength to resist springing during the process of depositing concrete against them.

The forms shall be the full depth of the concrete.

3.03 Installation

- A. Sidewalks, Sidewalk Ramps, Driveways, and Driveway Approaches - All sidewalks and sidewalk ramps shall be four (4) inches thick except at driveways and alleys, where the thickness of the sidewalks shall be six (6) inches (unless shown otherwise). Sidewalks shall be five (5) feet wide unless otherwise noted on the Plans or as directed by the CITY, and shall slope a maximum of 1/4 inch per foot towards the center of the road (unless shown otherwise). Normally sidewalks will be located within the right-of-way, parallel the property lines, at a distance of 2-foot from the property line.

Alleys, driveways and approaches shall be six (6) inches thick. The width of the driveways and driveway approaches shall be specified on the Plans or as directed by the CITY.

All sidewalks and driveways shall be reinforced as shown on the plans.

Concrete trails shall be at the width and thickness identified within the Plans.

- B. Removal of Existing Curb for Sidewalk Ramps and Driveway Approaches - Construction of sidewalk ramps within street intersections where curbed pavement exists shall conform to the current FDOT Roadway and Traffic Design Standards.

Where there is no proper curb drop for the sidewalk ramp or driveway approach, the CONTRACTOR shall saw cut, to full depth of pavement, and remove a minimum of an 18-inch wide curb and gutter section. When mountable curbs are present, the CONTRACTOR shall remove a 24-inch wide curb and gutter section for the construction of sidewalk ramps, as specified above.

The length of curb and gutter removal shall be determined by the CITY in the field but shall be at least as wide as the proposed sidewalk ramp plus 1-foot on each side.

The removed curb and gutter section shall be replaced with material, equal to what was removed and seal joint with hot poured rubber asphalt.

The CONTRACTOR shall install 5/8-inch diameter self tapping hook bolts, in the existing concrete pavement as indicated on the Plans prior to placing concrete for the removed curb and gutter section.

- C. Placement of Forms - Wood forms, straight and free from warp, of nominal depth may be used for sidewalk sections less than 25 feet in length.

Forms shall be staked to line and grade in a manner that will prevent deflection and settlement.

When unit slab areas are to be poured, slab division forms shall be so placed that the slab division joints will be straight and continuous.

Forms shall be set for sidewalk ramps to provide a grade toward the centerline of the right-of-way in accordance with current standards. The grade shall be uniform, except as may be necessary to eliminate short grade changes.

Forms shall be oiled before placing concrete. Forms shall remain in place at least 12 hours after the concrete is placed. There shall be sufficient forms placed ahead of the pouring operations to maintain uninterrupted placement of concrete.

The use of slip form pavers can be allowed when approved by the CITY in lieu of the construction system described above.

- D. Joints - Transverse and longitudinal expansion and control joints shall be constructed at the locations specified herein, or as indicated on the Plans or as directed by the CITY.

The transverse expansion joints shall be placed for the full width and depth of the new Work. The transverse expansion joints placed against any existing pavement shall be a minimum of six (6) inches deep but no less than the thickness of the concrete being placed.

Longitudinal expansion joints shall conform to the same requirements as transverse expansion joints.

Joints shall be constructed true to line with their faces perpendicular to the surface of the sidewalk. The top shall be slightly below the finished surface of the sidewalk. Transverse joints shall be constructed at right angles to the centerline of the sidewalk and longitudinal joints shall be constructed parallel to the centerline or as directed by the CITY.

Unless otherwise specified in the Plans or unless directed by the CITY, when the sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. Also in the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalk.

Transverse expansion joints, 1/2-inch thick, shall be placed through the sidewalk at uniform intervals of not more than 50 feet and elsewhere as shown on the Plans, or as directed by the CITY.

Expansion joints, 1/2-inch thick, shall be so placed between the sidewalk and back of abutting parallel curb, buildings or other rigid structures, concrete driveways and driveway approaches. When directed by the CITY, the expansion joint between sidewalks and buildings shall be placed 1-foot from the property line and parallel to it.

Control joints shall be formed every five (5) feet and shall be produced by use of slab divisions forms extending to the full depth of the concrete or by cutting joints in the concrete, after floating, to a depth equal to 1/4 the thickness on the sidewalk. The cut joints shall not be less than 1/8 inch or more than 1/4 inch in width and shall be finished smooth and shall be at right angles to the centerline on the sidewalk.

- E. Placing and Finishing Concrete - All concrete shall be placed on a prepared smooth, leveled, rolled and properly compacted subgrade as indicated on the Plans. The surface of the subgrade shall be moist with no visible water present prior to placement of the concrete.

The concrete shall be deposited, in a single layer, therein to the depth specified in the Plans or in the Proposal. The concrete shall be thoroughly spaded or vibrated and compacted to fill in all voids along the forms and joints. The concrete shall be struck off with a strike board until all voids are removed and the surface has the required grade and cross section as indicated on the Plans, or as directed by the CITY.

The surface of the concrete shall be floated just enough to produce a smooth surface free from irregularities. All edges and joints shall be rounded with an edger having a ¼-inch radius.

The surface of sidewalks, driveways and approaches shall have a broom finish as outlined with FDOT Specification Section 522.

- F. Curing - After finishing operations have been completed and immediately after the free water has left the surface, the surface of the concrete (and sides if slip-forming is used) shall be completely coated and sealed with a uniform layer of white membrane curing compound. The curing compound shall not be thinned. The curing compound shall be applied at the rate of one gallon per 200 square feet of surface.
- G. Barricades - Suitable barricades and lights shall be placed around all newly poured sidewalks, sidewalk ramps, driveways, driveway approaches and curb and gutter sections in order to protect the new Work from damage from pedestrians, vehicles and others until the concrete has hardened.

Barricades shall be left in place for a minimum of two (2) days, except for driveway approaches and curb and gutter sections. Barricades shall remain in place for a minimum of three (3) days.

Any concrete that suffers surface or structural damage shall be removed and replaced by the CONTRACTOR at his expense.

H. Protection

1. Against Rain - The CONTRACTOR shall adequately protect new concrete from the effects of rain before the concrete has sufficiently hardened. For this Work the CONTRACTOR shall have available on the job site at all times enough burlap or 6-mil thick polyurethane film to cover and protect one day's work. When rain appears imminent, all operations shall stop and personnel shall begin covering. As soon as the rain ceases, the concrete shall be uncovered and the surface burlap dragged where necessary. Curing compound shall be applied to any areas where the compound has been disturbed or washed away.
 2. Concrete Temperature Limitations - Concrete shall not be placed when the temperature of the concrete at the point of placement is above 90 degrees F at the start of the pour.
- I. Cleanup - After the concrete has gained sufficient strength, but no sooner than within 12 hours, the fixed forms shall be removed and the spaces on both sides shall be immediately backfilled with sound earth of topsoil quality. The backfill shall be compacted, leveled and left in a neat, workmanlike condition.
- J. Gutters and Curbs - Gutters and Curbs shall be constructed in accordance with Section 520, FDOT Standard Specifications for Road and Bridge Construction, latest edition, including supplements.

3.04 Field Quality Control

- A. Concrete Delivery Ticket - A ticket system shall be used for recording the transportation of concrete from the batching plant to point of delivery. This ticket shall be issued to the truck operator at the point of loading and given to the CITY upon delivery.

- B. Concrete Delivery Rejection - Concrete not permitted for inclusion in the Work by the CITY shall be removed from the site. Rejection of concrete will be determined through Field Quality Control and elapsed time from mixer charging to delivery.
- C. Concrete Testing at Placement - Tests shall be made of each batch of concrete delivered, each 50 cubic yards, or whenever consistency appears to vary. The sampling and testing of slump, air content and strength will be performed at no additional cost to the CITY.

1. Sampling - Composite samples shall be secured in accordance with the Method of Sampling Fresh Concrete, ASTM C172.
2. Slump Test - Test shall be in accordance with ASTM C143. The CONTRACTOR shall use the least slump possible consistent with workability for proper placing of the various classifications of concrete.

Structural concrete for walls and slabs shall be placed, by means of vibratory equipment, with a slump of four (4) inches.

A tolerance of up to 1-inch above the indicated maximum shall be allowed for individual batches provided the average for all batches or the most recent ten (10) batches tested, whichever is fewer, does not exceed the maximum limit.

3. Air Content - Determine air content of normal weight concrete in accordance with Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method, ASTM C23 1, or by the volumetric method, ASTM C 173, for each strength test.
4. Compressive Strength - Make two (2) strength tests of three (3) samples each for each 50 cubic yards, or fraction thereof, of each mix design of concrete placed in any one (1) day.
 - a. Handling Samples - Mold and cure three (3) specimens from each sample in accordance with Method of Making and Curing Concrete Test Specimens in the Field, ASTM C31. Any deviations from the requirements of this Standard shall be recorded in the test report.
 - b. Testing - Test specimens in accordance with Method of Test for Compressive Strength of Cylindrical Concrete Specimens, ASTM C39. One (1) specimen shall be tested at seven (7) days for information and two (2) shall be tested at 28 days for acceptance. The acceptance test results shall be the average of the strengths of the two (2) specimens tested at 28 days. If one (1) specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Should both specimens in a test show any of the above defects, the entire test shall be discarded.
 - c. Acceptance of Concrete - The strength level of the concrete will be considered satisfactory so long as the averages of all sets of three consecutive strength test results equal or exceed the specified 28-day strength and no individual strength test result falls below the specified 28-day strength by more than 500 psi.

If the strength test is not acceptable, further testing shall be performed to qualify the concrete.

- d. Concrete Temperature - Determine the temperature of concrete sample for each strength test.

End of Section

Exhibit C
Conflicts Affidavit

The undersigned corporate officer attests the Contractor:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company to maintain an adversarial role against the City of Oldsmar or that will impair or influence the advice, recommendations or quality of work provided to the City; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

For the purpose of participating in the City's Invitation to Bid process, and to facilitate the City's compliance with Part II of Chapter 112, Florida Statutes, the undersigned corporate officer further attests:

The persons listed below are corporate officers, directors or agents and are currently officers or employees of the City of Seminole:

The persons listed below are current City of Seminole officers or employees who own an interest of five percent (5%) or more in the company/entity named above:

The above information is true and correct to the best of my knowledge. Signed on this ____, day of _____, 20__.

Signature _____

Print Name and Title _____

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

Personally known ____ OR Produced identification _____ Type of identification produced _____

Signature of Notary _____
State of Florida

Print, Type or Stamp Commissioned Name of Notary Public:

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20__, between Principal and Owner, which contract was awarded pursuant to the Instructions to Bidders, for construction of the FY25 Stormwater Improvements, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is the construction of a piped stormwater system with swales within the existing roadside ditch system along Grove Terrace in Seminole, Florida 33772.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON ____, ____.

(Name of Principal)

(Name of Surety)

By: _____
as Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
by _____ (name and title of corporate officer) of
_____ (name of corporation), a _____ (state or place of
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has
produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

Exhibit F
Standard Forms

NO-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____ Type of identification produced _____

Notary Public (Signature)

My Commission Expires: _____